RANCHO MURIETA COMMUNITY SERVICES DISTRICT

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

AGENDA

"Your Independent Local Government Agency Providing
Water, Wastewater, Drainage, Security, and Solid Waste Services"

REGULAR BOARD MEETING
September 21, 2022
Open Session 5:00 p.m./ Closed Session following Open Session
Rancho Murieta, CA 95683

BOARD MEMBERS

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

STAFF

Tom Hennig	General Manager
Paula O'Keefe	Director of Administration
Richard Shanahan	District General Counsel
Amelia Wilder	District Secretary
Kelly Benitez	Security Supervisor
Michael Fritschi	Director of Operations

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

September 21, 2022
REGULAR BOARD MEETING
Call to Order
Open Session 5:00 p.m./ Closed Session following Open Session

Note that this meeting will be held in-person at the address set forth above, and not via videoconference. In order to comply with the State's COVID-related Guidance for the use of face coverings, it is strongly recommended that all persons, regardless of vaccination status, continue to mask while in indoor public settings and businesses.

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

Director Butler will attend the meeting via teleconference from 15043 Magno Ct., Rancho Murieta, CA. This location is accessible to the public, and members of the public may listen to the meeting and address the Board of Directors from the teleconference location.

AGENDA

ESTIMATED RUNNING TIME 5:00

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

2. CONSIDER ADOPTION OF AGENDA (Motion)

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

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

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

A. Approval of Board Meeting and Committee Meeting Minutes

1. *August 17, 2022 Regular Board Meeting Minutes*
2. *September 1, 2022 Communications and Technology Committee Meeting*

3. *September 1, 2022 Security Committee Meeting Minutes*
4. *September 6, 2022 Improvements Committee Meeting Minutes*
5. *September 6, 2022 Finance Committee Meeting Minutes*

B. Approval of Bills Paid Listing August, 2022

4. STAFF REPORTS (Receive and File)

A. General Manager's Report

B. Administration/Financial Report

C. Security Report

D. Utilities Report

5. REVIEW DISTRICT MEETING DATES/TIMES FOR OCTOBER 2022

A. Personnel – October 4, 2022 at 7:30 a.m.

B. Improvements – October 4, 2022 at 8:00 a.m.

C. Finance – October 4, 2022 at 10:00 a.m.

D. Communications – October 6, 2022 at 8:30 a.m.

E. Security – October 6, 2022 at 10:00 a.m.

F. Regular Board Meeting – October 19, 2022 - Open Session at 5:00 p.m.

6. CORRESPONDENCE

A. Email from Timothy Weir

B. Email from Alejandra Narvaez

7. COMMENTS FROM THE PUBLIC

Members of the public may comment on any item of interest within the subject matter jurisdiction of the District and any item specifically agendized. Members of the public wishing to address a specific agendized item are encouraged to offer their public comment during consideration of that item. With certain exceptions, the Board may not discuss or take action on items that are not on the agenda.
If you wish to address the Board at this time or at the time of an agendized item, as a courtesy, please state your name and address. Speakers presenting individual opinions shall have 3 minutes to speak. Speakers presenting opinions of groups or organizations shall have 5 minutes per group.

8. INTRODUCE ORDINANCE O2022-05 AMENDING CHAPTER 31 SOLID WASTE CODE RELATING TO ORGANIC WASTE DISPOSAL REDUCTION (Discussion/Action) (Motion) **(Roll Call Vote)**

9. APPROVE CIP #23-23-05 IN THE AMOUNT OF $482,800 AND APPROPRIATE FUNDS FOR EMERGENCY REPAIRS AND CONSTRUCTION TO LAKE 11 RELATED DRAINAGE IMPROVEMENTS, RATIFY THE PREORDER OF SUPPLIES IN THE AMOUNT OF $50,150 FOR THIS WORK, AND ADOPT A RESOLUTION FINDING THAT AN EMERGENCY EXISTS IN CONNECTION WITH THE LAKE 11 STORM DRAINAGE SYSTEM AND AUTHORIZE THE GENERAL MANAGER TO APPROVE AN EMERGENCY CONSTRUCTION CONTRACT WITH

LUND CONSTRUCTION TO PERFORM THE REPAIR WORK (Discussion/Action) (Motion) **(Roll Call Vote)**

10. INTRODUCE ORDINANCE O2022-04 UPDATING DISTRICT CODE CHAPTER 3 CONFLICT OF INTEREST CODE (Discussion/Action) (Motion) **(Roll Call Vote)**

11. CONSIDER REQUEST FROM RANCHO MURIETA ASSOCIATION COMMUNITY CENTER COMMITTEE FOR POTENTIAL DISTRICT INVOLVEMENT IN A RECREATION FACILITY INSIDE THE GATES

12. APPROVE VARIABLE FREQUENCY DRIVE (VFD) PURCHASE IN THE AMOUNT OF $53,146 (CIP# 23-06-01) (Discussion/Action) (Motion) **(Roll Call Vote)**

13. APPROVE AND AUTHORIZE GENERAL MANAGER TO EXECUTE CONTRACT WITH DEWBERRY ENGINEERING TO PERFORM DESIGN OF THE WASTEWATER TREATMENT FACILITY DISINFECTION IMPROVEMENTS IN THE AMOUNT NOT TO EXCEED OF $214,668 (CIP# 23-14-02) (Discussion/Action) (Motion) **(Roll Call Vote)**

14. DIRECTOR COMMENTS/SUGGESTIONS

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

15. CLOSED SESSION

A. *Closed session for performance evaluation of the General Manager.*

16. OPEN SESSION/REPORT ACTION FROM CLOSED SESSION

17. 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 awilder@rmcsd.com. Requests must be made as soon as possible.

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is September 15, 2022. Posting locations are: 1) District Office; 2) Rancho Murieta Post Office; 3) Rancho Murieta Association; 4) Murieta Village Association.

RANCHO MURIETA COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING MINUTES

August 17, 2022

Open Session 5:00 p.m./Closed Session following Open Session

1. CALL TO ORDER/ROLL CALL

President Maybee called the Regular Board Meeting of the Board of Directors of Rancho Murieta Community Services District to order at 5:00 p.m. in the District meeting room, 15160 Jackson Road, Rancho Murieta. Director's present at the District office were Tim Maybee, Randy Jenco, Linda Butler, and Martin Pohll. Director Merchant was absent. Also present at the District office were Tom Hennig, General Manager; Paula O'Keefe, Director of Administration; Michael Fritschi, Director of Operations; Richard Shanahan, District General Counsel; and Amelia Wilder, District Secretary.

2. CONSIDER ADOPTION OF AGENDA

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

3. CONSENT CALENDAR

Motion/Maybee *to approve Consent Calendar.* **Second/Butler. Roll Call Vote: Ayes: Maybee, Jenco, Butler, Pohll. Noes: None. Absent: Merchant. Abstain: None.**

4. STAFF REPORTS

Under Agenda Item 7A, Mr. Hennig gave a summary of activities during the previous month, highlighting the following topics:

- Covid 19 Response
- Legislative Update – Senate Bill 1157
- Measure R
- Cyber Threats
- Camera Program Update
- Cal-Waste Update
- PRA Request Update
- Outreach/Advocacy
- General Staffing Update
- Conference/Education Opportunities

Under Agenda Item 7B, Paula O'Keefe, Director of Administration, gave the Board the Administration/Finance Report. She highlighted the following topics:

- Monthly Budget to Actuals
- Procurement and Contracts
- Capital Improvement Projects
- FY 2021-22 Audit
- Reserve Fund Balances
- Interfund Borrowing
- Utility Billing

DRAFT

- Aging Report
- Bills Paid List

Under Agenda Item 7C, Kelly Benitez, Security Supervisor, updated the Board with a summary of June's activities in the Security Department, including:

- Operations Update
- Rancho Murieta Association Activity
- Rancho Murieta Commercial Owners Association Activity
- Incidents of Note
- RMA Violation Report
- Gate Entries Denied Reports
- Cases by Breakdown Report

Under Agenda Item 7D, Michael Fritschi, Director of Operations, gave a summary of the utility update, including:

- SB 170 Funded Projects
- Raw Water Delivery & Storage
- California Hydrology Update
- Water Consumption
- Reservoir Monitoring
- Infrastructure
- Development

5. REVIEW DISTRICT MEETING DATES/TIMES FOR JUNE 2022

No update.

6. CORRESPONDENCE

Director Maybee acknowledged the correspondence that was in the packet.

7. COMMENTS FROM THE PUBLIC

David Voss discussed the volume of water in the reservoirs, and the Lake 11.
Crystal Matter discussed the number of unmanned patrol hours in 2022.
Director Maybee made a public apology to the Marine in the Measure R brochure mailed to residents in June.

8. CONSIDER ADOPTION OF RESOLUTION R2022-15 APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2022-23, INCLUDING CAPITAL PROJECTS

Ms. O'Keefe presented the proposed budget for the FY 2022-23, highlighting the proposed Capital Improvement Projects (CIP). There was a lengthy discussion by the Board, and they decided to fund the following projects for this fiscal year:

WATER

1. Granlees Safety Improvements
2. Water Plant Chlorine Gas to NaOCl
3. Water Plant Drying Bed Rehabilitation
4. Water Plant Sedimentation Basin Rehabilitation

DRAFT

5. Integrated Water Master Plan
6. Rio Oso Pump Configuration & Install

SEWER

1. Lift Stations Rehabilitation
2. NaOCI Tertiary Disinfection Upgrade
3. Chlorine Meter Replacement
4. DAF Bearing Replacement
5. Drying Bed Rehabilitation
6. Condition Assessment
7. GIS Updates

SECURITY

1. Security Center Repairs
2. Security Vehicle
3. 50% of Security Cameras

Motion/Maybee *to adopt Resolution R2022-15 approving the Proposed Budget for Fiscal Year 2022-23, including the Capital Improvement Projects listed above.* **Second/Pohll. Roll Call Vote: Ayes: Maybee, Jenco, Butler, Pohll. Noes: None. Absent: Merchant. Abstain: None.**

9. ADOPT ORDINANCE O2022-03 AMENDING DISTRICT CODE CHAPTER 4 (PURCHASING AND BIDDING) TO ALLOW FOR RULE SUSPENSION AND ADD DESIGNEE

Ms. O'Keefe led a discussion with the Board and clarified the proposed Ordinance. **Motion/Maybee** *to adopt Ordinance O2022-03 amending District Code Chapter 4 (Purchasing and Bidding) to allow for Rule Suspension and add Designee.* **Second/Pohll. Roll Call Vote: Ayes: Maybee, Jenco, Pohll. Noes: Butler. Absent: Merchant. Abstain: None.**

10. CONSIDER ADOPTION OF POLICY P2022-02 INTEGRATED PEST MANAGEMENT PLAN

Mr. Fritschi informed the Board that Staff had been contacted by an Environmental Scientist from the Central Valley Regional Water Board that oversees the Pyrethroid Management Plan to inform them that the plan submitted in 2020 was deficient. He introduced an updated plan which had been approved by the Improvements Committee at the August 2, 2022 meeting and asked that the Board adopt the updated plan for submission to the Central Valley Regional Water Board. **Motion/Maybee** *to adopt Policy P2022-02 Integrated Pest Management Plan.* **Second/Pohll. Roll Call Vote: Ayes: Maybee, Jenco, Pohll. Noes: Butler. Absent: Merchant. Abstain: None.**

11. CONSIDER APPROVAL OF CONTRACT FOR REPAIRS TO THE SAFETY CENTER, IN THE AMOUNT OF $55,872

Ms. Wilder discussed the two bids that had been received for rehabilitation of the Safety Center. The lowest bid was from Local Community Builders for $48,548 plus a 15% contingency for a total of $55,872. **Motion/Maybee** *to approve contract with Local Community Builders in an amount not to exceed $55,872.* **Second/Butler. Roll Call Vote: Ayes: Maybee, Jenco, Pohll. Noes: Butler. Absent: Merchant. Abstain: None.**

12. DISCUSS DISTRICT'S ROLE IN MEASURE R (PROPOSED SUPPLEMENTAL SECURITY

DRAFT

SPECIAL TAX

Mr. Shanahan discussed Measure R and District involvement now that the Measure has been placed on the ballot. Primarily, the District cannot use public funds equipment, staffing or resources to campaign for or advocate in favor of it. It's ok for the District to provide information, but it must be factual, balanced, and provide the pros and cons. It's ok to campaign in favor of Measure R but do it on your own time with your own resources.

13. DIRECTOR COMMENTS/SUGGESTIONS

Director Maybee thanked Staff for their time and efforts.
Director Butler would like to see follow up posted in Board Minutes.

14. CLOSED SESSION

A. *Closed session for public employee performance evaluation of the General Manager position.*

15. OPEN SESSION/REPORT ACTION FROM CLOSED SESSION

No action to report.

16. ADJOURNMENT

Motion/Maybee *to adjourn at 9:28 p.m.* **Second/Pohll. Roll Call Vote: Ayes:, Maybee, Jenco, Butler, Pohll. Noes: None. Merchant: None. Abstain: None.**

Respectfully submitted,

Amelia Wilder
District Secretary

DRAFT

MEMORANDUM

Date: September 6, 2022

To: Board of Directors

From: Communication & Technology Committee Staff

Subject: September 1, 2022, Communication & Technology Committee Meeting Minutes

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1. CALL TO ORDER

Director Merchant called the meeting to order at 8:30 a.m via ZOOM video conference pursuant to GOV. CODE, § 54953, SUBD. (E)(1)(C). Present were Directors Merchant and Butler. Merchant was absent. Present from District staff were Tom Hennig, General Manager; Paula O'Keefe, Director of Administration; Michael Fritschi, Director of Operations; Kelly Benitez, Security Supervisor; and Amelia Wilder, District Secretary.

2. CONSIDER FINDING THAT AS A RESULT OF THE COVID-19 EMERGENCY: (I) MEETING IN PERSON WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES; AND (II) THE MEETING IS AUTHORIZED TO BE HELD BY TELECONFERENCE PURSUANT TO GOV. CODE, § 54953, SUBD. (E)(1)(C)

The Committee agreed to have the September meeting via teleconference.

3. COMMENTS FROM THE PUBLIC

None.

4. MONTHLY WEBSITE AND SOCIAL MEDIA UPDATE AND FAQ's

Amelia Wilder, District Secretary, gave an update of the statistics related to the number of visits per page to Facebook and RMCSD.com. Director Butler asked if Staff could find out how many customers who receive the Pipeline electronically with their bill clicked on the link to view the Pipeline.

5. DISCUSS FAQ'S

Director Butler discussed the FAQ's that were addressed in the September issue of the Pipeline, and posted on the website.

6. CONSIDER UPDATE TO DISTRICT CODE CHAPTER 3 CONFLICT OF INTEREST CODE

Ms. Wilder discussed the changes that were made in some titles to management staff. These changes must be reflected in District Code, Chapter 3, Conflict of Interest Code. The Committee agreed to move this item to the September 21, 2022 Board Agenda. ***This item will be on the September 21, 2022 Board Agenda.***

7. KEEPING TRACK OF CURRENT ISSUES REPORT

Director Butler commented on the content of the report and the ease of keeping track of what's going on with projects in the District.

8. DISCUSS RESERVOIR INFORMATION AND EDUCATION AD HOC COMMITTEE

Director Butler updated the Committee on the report that was presented at the July 20, 2022 Board meeting. ***This item will be on the September 21, 2022 Board Agenda.***

9. DIRECTOR AND STAFF COMMENTS

Director Butler commented on the issues at Lost Lake.

DRAFT

Director Merchant asked about the Code for Fines. This is in the works with legal counsel. He asked that there be cross coordination with RMA.

10. Adjournment

The meeting was adjourned at 9:02 a.m.

DRAFT

MEMORANDUM

Date: September 7, 2022

To: Board of Directors

From: Security Committee Staff

Subject: September 1, 2022 Security Committee Meeting Minutes

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1. CALL TO ORDER

Director Maybee called the meeting to order at 10:00 a.m. via ZOOM video conference pursuant to GOV. CODE, § 54953, SUBD. (E)(1)(C). Present was Director Maybee. Present from District staff were Tom Hennig, General Manager; Paula O'Keefe, Director of Administration; Michael Fritschi, Director of Operations; Kelly Benitez, Security Supervisor; and Amelia Wilder, District Secretary.

2. CONSIDER FINDING THAT AS A RESULT OF THE COVID-19 EMERGENCY: (I) MEETING IN PERSON WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES; AND (II) THE MEETING IS AUTHORIZED TO BE HELD BY TELECONFERENCE PURSUANT TO GOV. CODE, § 54953, SUBD. (E)(1)(C)

The Committee agreed to have the September meeting via teleconference.

3. COMMENTS FROM THE PUBLIC

None.

4. MONTHLY UPDATES

Kelly Benitez, Security Supervisor gave the Operations Updates, touching on the following topics:

- Operations Update
- Training for existing Staff
- CPR-AED Training
- Repairs to the Safety Center

There was a discussion about the CPR class that Staff had recently participated in. director Maybee asked that a coordinated annual training calendar be established that would incorporate all departments at CSD, and which we could invite our counterparts at RMA to.

There were discussions about who bar codes could be given to, the Fire Safe Counsel and the reimbursement to RMA for the damage cause to the lawn by the driver in July.

5. UPDATE ON SECURITY DEPARTMENT SECURITY CAMERA STRATEGY

Tom Hennig, General Manger, discussed the placement of future Security Cameras and our partnership with OJO Technologies, who will coordinate all of the existing cameras and install new ones.

6. UPDATE ON SECURITY CENTER REHAB

Amelia Wilder, District Secretary, discussed the approved bid from Community Resource Builders and that they submitted an updated bid which was read after the last Board meeting, which was $9,000 more than the previous bid. They also asked that the Bond be waived, and that the District pay for the supplies up front. The Committee decided to use the back up bid from Blue Valley Buiders.

7. UPDATE MEASURE R SECURITY SPECIAL PARCEL TAX MEASURE

Mr. Hennig updated the Committee on Measure R.

DRAFT

8. DIRECTOR & STAFF COMMENTS

Director Maybee asked for enhanced dispatcher training. He instructed Staff to hire SSD for Summerfest due to the short window before the event, but asked that the RMA hire them for future events. He thanked Mr. Benitez for his work.

9. ADJOURNMENT

The meeting adjourned at 10:46 a.m.

DRAFT

MEMORANDUM

Date: September 6, 2022

To: Board of Directors

From: Improvements Committee Staff

Subject: September 6, 2022, Improvements Committee Meeting Minutes

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1. CALL TO ORDER

Director Jenco called the meeting to order at 8:00 a.m. via ZOOM video conference pursuant to GOV. CODE, § 54953, SUBD. (E)(1)(C). Present were Director Jenco and Director Pohll. Present from District staff were Tom Hennig, General Manager, Paula O'Keefe, Director of Administration; Michael Fritschi, Director of Operations; and Amelia Wilder, District Secretary.

2. CONSIDER FINDING THAT AS A RESULT OF THE COVID-19 EMERGENCY: (I) MEETING IN PERSON WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES; AND (II) THE MEETING IS AUTHORIZED TO BE HELD BY TELECONFERENCE PURSUANT TO GOV. CODE, § 54953, SUBD. (E)(1)(C)

The Committee agreed to have the September meeting via teleconference.

3. PUBLIC COMMENT

None.

4. MONTHLY UPDATE

Michael Fritschi, Director of Operations, gave a summary of the Utilities Department Update with a discussion on the following topics:

- SB 170 Projects
    - Water Treatment Facility Sodium Hypochlorite Conversion
    - Recycled Water Disinfection Project
    - Granlees Safety Improvements
- Capital Improvement Project Work Plan
- Stormwater
    - Laguna Joaquin
    - Integrated Pest Management Plan
    - Storm Channel Area Weeding
- Sewer
    - Lift 6a
    - Lift 3B
    - Recycled Water
- Water
    - Integrated Water Master Plan
    - Minor Change to Permit 16762
    - Rio Oso Pump Replacement
    - Water Treatment Facility
    - Drainage

DRAFT

- Laguna Joaquin
- Reservoirs

- Site Development Update

There was a discussion about juveniles who cut the fence around the sheep pens and stole to baby sheep, which have been returned.
Michael Fritschi, Tom Hennig, Travis Bohannan and Martin Pohll will review the RFP responses for the Wastewater Treatment Sodium Hypochlorite Design Services.
The Committee approved taking the $53,000 replacement VFDs for Rio Osos to the next Board meeting as they have a 20 week lead time. ***This item will be on the September 21, 2022 Board Meeting Agenda.***

5. COMMUNICATIONS WITH SACRAMENTO COUNTY RELATING TO DEVELOPMENT

Tom Hennig, General Manager reviewed the letter that had been sent to the Sacramento County Department of Planning and Environmental Review. There was a discussion about the Integrated Water Master Plan, and the Water Supply Assessment. Director Jenco expressed his desire for Board review and approval when letters of this nature are sent in the future.

6. CONSIDER BIDS FOR BATHYMETRIC STUDY FOR CHESBRO RESERVOIR

Mr. Fritschi discussed the two bids received for the bathymetric study of Chesbro, recommending the bid from Adkins which was less expensive. The Committee agreed and instructed Staff to proceed with the contract for $18,000.

7. UPDATE ON LAKE 11 PROJECT

Mr. Fritschi updated the Committee on the Lake 11 repairs, informing them that it was discovered after CCTV of the pipe the existing pipe is not suitable to be repaired. A new pipe will be installed, and a seismic refraction test has been completed which showed that the new route would be sufficient. It is estimated that the repair will cost approximately $350,000, and CIP #23-23-05 has been created. Staff proactively ordered materials in the amount of $50,150. The cost will be split between Wastewater Reserves and Drainage Reserves. The Committee agreed to move this CIP to the Board for approval. ***This item will be on the September 21, 2022 Board Meeting Agenda.***

8. DIRECTOR AND STAFF COMMENTS/SUGGESTIONS

Director Pohll asked for an update on the water conveyance project. Mr. Fritschi let him know that adding underground pipe would be too costly, and that Staff was looking at natural drainage.

9. ADJOURNMENT

The meeting was adjourned at 9:00 a.m.

DRAFT

MEMORANDUM

Date: September 7, 2022

To: Board of Directors

From: Finance Committee Staff

Subject: September 6, 2022, Finance Committee Meeting Minutes

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1. CALL TO ORDER

Director Merchant called the meeting to order at 10:00 a.m. via ZOOM video conference pursuant to GOV. CODE, § 54953, SUBD. (E)(1)(C). Present were Directors Merchant and Pohll. Present from District staff were Tom Hennig, General Manager; Paula O'Keefe, Director of Administration; Kelly Benitez, Security Supervisor; Michael Fritschi, Director of Operations; and Amelia Wilder, District Secretary.

2. CONSIDER FINDING THAT AS A RESULT OF THE COVID-19 EMERGENCY: (I) MEETING IN PERSON WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES; AND (II) THE MEETING IS AUTHORIZED TO BE HELD BY TELECONFERENCE PURSUANT TO GOV. CODE, § 54953, SUBD. (E)(1)(C)

The Committee agreed to have the September meeting via teleconference.

3. COMMENTS FROM THE PUBLIC

None.

4. FINANCE MONTHLY UPDATES

Paula O'Keefe, Director of Administration, gave a brief report on the Finance Department, covering the following topics:

- Current Finance Reporting
- Contract for Enterprise Resource Planning
- Financial Consulting
- Utility Billing

5. DISCUSS ADOPTION OF ORDINANCE TO ESTABLISHING RULES AND REGULATIONS FOR ORGANIC WASTE DISPOSAL

Tom Hennig, General Manager, presented the topic, discussing the California mandate that requires solid waste haulers to change the way they handle organic waste. These changes require an update to District Code Chapter 31, Solid Waste.

Director Merchant would like to see the final rates and compare them to other haulers in the County before the District executes the upcoming contract.

Director Pohll noted the language in Section 9.09 of the updated Code, and wanted to make sure that it reflected garbage inspections would only happen when the carts were at the curb. The Committee agreed to move this item to the Board. ***This item will be on the September 21, 2022 Board Meeting Agenda.***

6. OUTLINE FINANCIAL SERVICES AGREEMENT WITH THE PUN GROUP

Mr. Hennig discussed the agreement with the PUN Group and the task orders that they would accomplish. Vanessa Burk with the PUN Group joined the call and elaborated on the scope of work.

DRAFT

7. REVIEW INTERNAL CONTROLS POLICY

Ms. O'Keefe discussed the Internal Controls Policy that she is working on which will be presented to the Committee at a later date. There was a discussion about changing the billing date to the last day of the month from the 25th of the month.

8. DISCUSS RESERVE POLICY

Ms. O'Keefe discussed the Reserve Policy and that it needs to updated to better define what reserves can be spent on. Director Merchant commented that it would be wonderful to start with Tyler Technologies with a clean accounting slate.

9. DISCUSS MEASURE R SECURITY SPECIAL PARCEL TAX INITIATIVE

Mr. Hennig discussed the history of Measure R.

10. DIRECTOR AND STAFF COMMENTS/SUGGESTIONS

None.

11. ADJOURNMENT The meeting was adjourned at 11:26 a.m.

DRAFT

MEMORANDUM

Date: September 15, 2022

To: Board of Directors

From: Paula O'Keefe, Director of Administration

Subject: Approval of Bills Paid Listing, August 2022

Enclosed are the Check Register Report for August 2022 and Payroll Cash Requirements report dated August 19, 2022 and September 2, 2022.

Reviewed by: General Manager

Ranges:	From:	To:		From:	To:
Check Number	First	Last	Check Date	8/1/2022	8/31/2022
Vendor ID	First	Last	Checkbook ID	First	Last
Vendor Name	First	Last			

Sorted By: Check Date

* Voided Checks

Check Number	Check Date	Vendor	Checkbook ID	Amount
0010237	8/2/2022	ABA Protection Inc.	CSD CHECKING	$8,418.84
0010238	8/2/2022	Brower Mechanical, Inc	CSD CHECKING	$220.00
0010239	8/2/2022	California Laboratory Services	CSD CHECKING	$3,215.40
0010240	8/2/2022	Eide Bailly LLP	CSD CHECKING	$682.50
0010241	8/2/2022	WILLIAM MOE	CSD CHECKING	$100.00
0010242	8/2/2022	W.W. Grainger Inc.	CSD CHECKING	$11.82
0010243	8/2/2022	State of California	CSD CHECKING	$503.00
0010244	8/2/2022	County of Sacramento	CSD CHECKING	$861.00
0010245	8/2/2022	Pac Machine Co., Inc.	CSD CHECKING	$1,212.19
0010246	8/2/2022	East Bay Municipal Utility District	CSD CHECKING	$757.76
0010247	8/2/2022	HDR Engineering, Inc	CSD CHECKING	$2,856.01
0010248	8/2/2022	State of California	CSD CHECKING	$196.24
0010249	8/2/2022	State of California	CSD CHECKING	$22.00
0010250	8/2/2022	FIRST AMERICAN TITLE CO	CSD CHECKING	$120.08
0010251	8/2/2022	Fidelity National Title	CSD CHECKING	$112.89
0010252	8/2/2022	Thatcher Company of California, Inc	CSD CHECKING	$11,640.00
0010253	8/2/2022	County of Sacramento	CSD CHECKING	$2,520.00
0010254	8/2/2022	County of Sacramento	CSD CHECKING	$1,328.00
0010255	8/3/2022	ABA Protection Inc.	CSD CHECKING	$8,418.84
0010256	8/3/2022	Apple One Employment Services	CSD CHECKING	$1,385.60
0010257	8/3/2022	Brower Mechanical, Inc	CSD CHECKING	$220.00
0010258	8/3/2022	California Laboratory Services	CSD CHECKING	$3,215.40
0010259	8/3/2022	County of Sacramento	CSD CHECKING	$861.00
0010260	8/3/2022	Eide Bailly LLP	CSD CHECKING	$682.50
0010261	8/3/2022	Pac Machine Co., Inc.	CSD CHECKING	$1,212.19
0010262	8/3/2022	State of California	CSD CHECKING	$503.00
0010263	8/3/2022	WILLIAM MOE	CSD CHECKING	$100.00
0010264	8/3/2022	W.W. Grainger Inc.	CSD CHECKING	$11.82
0010265	8/18/2022	Accounting & Association Software Group	CSD CHECKING	$1,268.75
0010266	8/18/2022	A Leap Ahead IT	CSD CHECKING	$6,893.96
0010267	8/18/2022	Applications By Design, Inc.	CSD CHECKING	$1,260.00
0010268	8/18/2022	Apple One Employment Services	CSD CHECKING	$2,107.97
0010269	8/18/2022	Aramark Uniform & Career Apparel, LLC	CSD CHECKING	$719.39
0010270	8/18/2022	Brown Professional Investigative Services	CSD CHECKING	$533.50
0010271	8/18/2022	CIT	CSD CHECKING	$983.71
0010272	8/18/2022	Clark Pest Control	CSD CHECKING	$739.00
0010273	8/18/2022	County of Sacramento	CSD CHECKING	$84.00
0010274	8/18/2022	Daily Journal Corporation	CSD CHECKING	$1,212.75
0010275	8/18/2022	Domenichelli and Associates, Inc	CSD CHECKING	$15,006.75
0010276	8/18/2022	FIRST AMERICAN TITLE CO	CSD CHECKING	$745.32
0010277	8/18/2022	FIRST AMERICAN TITLE CO	CSD CHECKING	$350.00
0010278	8/18/2022	Folsom Lake Ford, Inc.	CSD CHECKING	$1,316.53
0010279	8/18/2022	Galls/Quartermaster	CSD CHECKING	$16.16
0010280	8/18/2022	HDR Engineering, Inc	CSD CHECKING	$3,214.23
0010281	8/18/2022	Liebert Cassidy Whitmore	CSD CHECKING	$3,130.00
0010282	8/18/2022	LUXURY CLEANING SERVICE	CSD CHECKING	$2,000.00
0010283	8/18/2022	Operating Engineers Local Union No. 3	CSD CHECKING	$708.96
0010284	8/18/2022	Pace Supply Corp	CSD CHECKING	$5,843.91
0010285	8/18/2022	Public Agency Retirement Services	CSD CHECKING	$519.87
0010286	8/18/2022	Robert Half	CSD CHECKING	$12,151.75
0010287	8/18/2022	S. M. U. D.	CSD CHECKING	$15,416.91
0010288	8/18/2022	Solitude Lake Management LLC	CSD CHECKING	$8,942.00
0010289	8/18/2022	State of California	CSD CHECKING	$32.87
0010290	8/18/2022	Streamline	CSD CHECKING	$300.00
0010291	8/18/2022	Thatcher Company	CSD CHECKING	$5,456.80
0010292	8/18/2022	Univar Solutions USA Inc	CSD CHECKING	$837.84
0010293	8/18/2022	Univar USA Inc.	CSD CHECKING	$4,497.88
0010294	8/18/2022	USA Blue Book	CSD CHECKING	$3,061.24
0010295	8/18/2022	Wagner & Bonsignore Consulting Civil Engine	CSD CHECKING	$4,116.44
0010296	8/18/2022	Walker's Office Supplies, Inc	CSD CHECKING	$1,225.60

6A General Manager’s Report - Pending

6B Financial/Admin Report - Pending

MEMORANDUM

Date: September 1, 2022

To: Board of Directors

From: Kelly Benitez, Security Supervisor

Subject: Security Update Report for the Month of August

OPERATIONS UPDATES

The Department is currently working on the following projects:

- Currently we have 8 full-time gate officers and 4 patrol officers/Sgt Position Frozen. Part Time-1 Officer in process, and still recruiting for 1 part-time gate position.
- Utilizing only 2 ABA contract security officers.
- Patrol non-covered shifts: 264 hours in 2022, Covid-19, and no overtime allowed to fill in patrol shifts. Safety Center Repairs obtained 2 estimates (54K – 58K) in review with GM.
- Training Officers
- CPR-AED-first aid certification took place with 100% compliance from security personnel. Total Cost was $1,500 and the certification is good for two years.
- Generic Security business cards for all patrol officers.
- An all hands-on deck meeting with all Security Staff over Measure R.
- Vacation

Rancho Murieta Association activity:

We continue to work with the RMA Leadership on a regular basis. Our focus is to improve our level of service and have positive contact with residents. The following list is the current focus of our meetings.

- General non-arch rules enforcement (see Violation Summary Report): continued to attend RMA Compliance meetings.
- Spoke with GM over vandalism costs.
- Attended Compliance Monthly Meeting.
- Attended the RMA Fire Safety Counsel meeting.
- Met with all compliance staff over Assault with a Deadly Weapon shooting.

Other Rancho Murieta Association activities:

- Meeting was conducted at CSD for Garden community.
- GM and I met with Board members of the Village.

Rancho Murieta Association
Violation Item Summary Report -- 2022
Violations Written by RMCSD Security

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Violation Item Summary Report	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD
Motor vehicle violations:												
Motorcycle												
No drivers license			1			1	1					
Speeding	14	8	23	14	18	18	2	17				
Speeding - twice speed limit								1				
Stop signs		1	5	2	1		1	3				
Bus stop signs												
Use of streets				1								
Parking:												
Driveway parking	9	18	25	1	8	8	2	44				
Guest parking						0						
Overnight street parking	3	5	8	6	10	12	7	28				
Unauthorized Vehicle (24 hr pass)	1		1		1	6	3	5				
Accumulation/dumping of debris												
Advertising signs												
Barbeques, open fires, bonfires												
Carrying passengers/overloaded cart												
Clothes lines												
Commercial vehicle lettering												
Construction overnight parking												
Park hours / curfew	1		1	5		1	1	4				
Decorative lights												
Discharge of firearm												
Dog park investigations												
Dwelling exterior alterations												
Failure to identify												
Fences, screens & enclosures												
Guest w/o resident in comm areas								2				
Home business activities												
Noxious activities		1										
Open garage doors												
Pets - off leash / teathered / noise								1				
Property maintenance												
Sign rules												
Skating in common area												
Sports equip/trampoline/basketball												
Storage of building materials												
Stored vehicles						1		1				
Trash containers												
Use of common areas & facilities												
Vandalism												
Vehicle repair or maintenance												
Village/Villas violations												
Working days & hours												
Total Violations Written by CSD	**28**	**33**	**64**	**29**	**38**	**47**	**17**	**106**	**0**	**0**	**0**	**0**

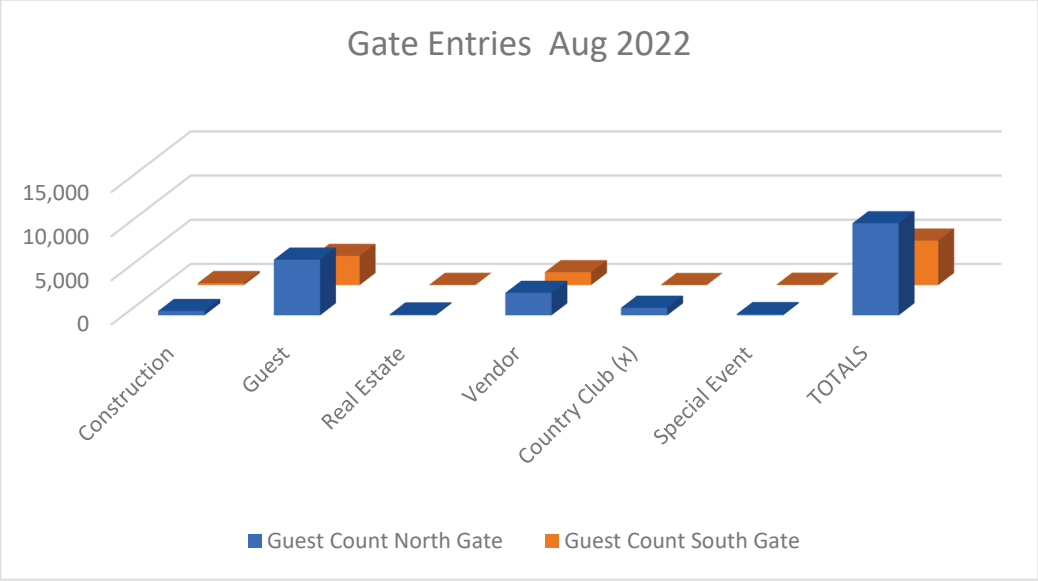
Total
CSD
0
3
114
1
13
0
1
115
0
79
17
0
0
0
0
0
0
0
13
0
0
0
0
0
0
2
0
1
0
1
0
0
0
0
0
2
0
0
0
0
0
0
362

Gate Entries by Type

August 1-30, 2022

Pass Type	Guest Count North Gate	Guest Count South Gate	Count by Pass Type
Construction	490	219	709
Guest	6,306	3,300	9,606
Real Estate	95	25	120
Vendor	2,543	1,454	3,997
Country Club (x)	852	3	855
Special Event	139	36	175
TOTALS	**10,425**	**5,037**	**15,462**

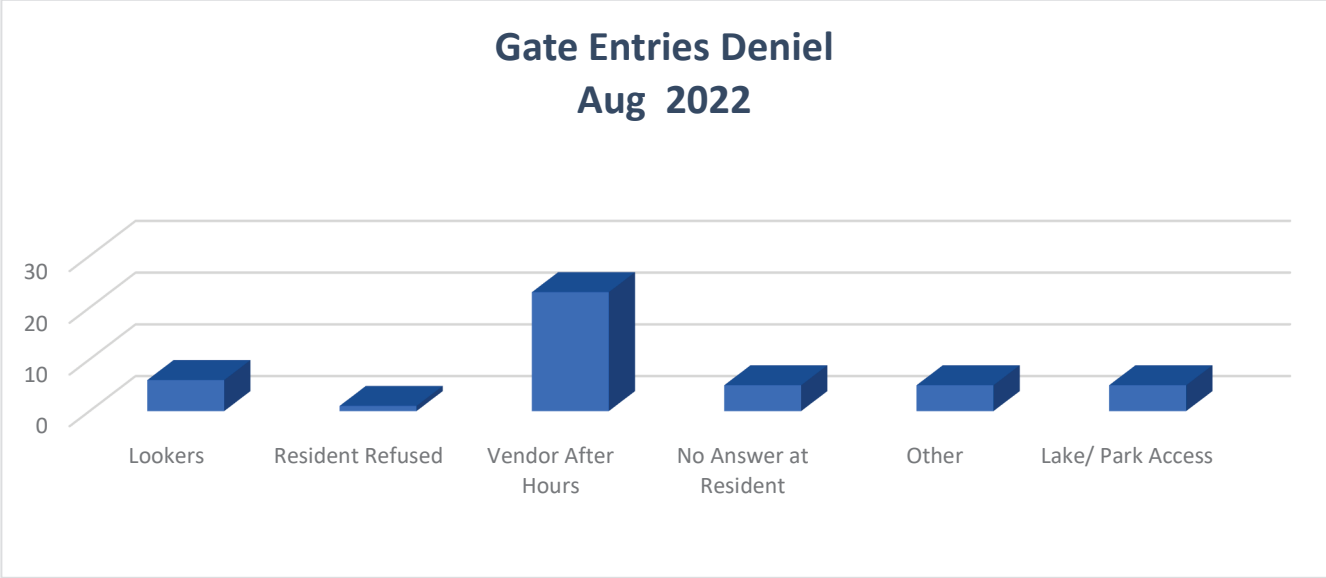
Prior Month Totals:	10,399	5,148	15,547



Gate Entries Denied

AUGUST 1-31, 2022

	Lookers	Resident Refused	Vendor After Hours	No Answer at Resident	Other	Lake/ Park Access	TOTAL
All Gates	6	1	23	5	5	5	45
Prior Month Totals:	4	6	9	4	6	3	35



Rancho Murieta CSD Security

15160 Jackson Rd

Rancho Murieta, CA 95662

Cases - Breakdown by Type

ABANDONED DISABLED VEH	1
ALARM	8
ANIMAL COMPLAINT	15
ASSAULT	1
ASSIST OTHER AGENCY	1
CITATION	12
DISTURBANCE	7
ESCORT	2
EXTRA PATROL	11
FOLLOW UP	6
IRRIGATION DAMAGE	1
JUVENILE DELIQUENCY	6
LOST/FOUND PROPERTY	2
MEDICAL AID	1
MISCELLANEOUS	12
OPEN DOOR	2
PARKING	14
REFUSED ENTRY	45
RESIDENT COMPLAINT	14
RMA RULE VIOLATION	10
SAFETY ADVISAL	2
STOLEN/LOST PROPERTY	1
STOP SIGN VIOLATION	1
SUSPICIOUS ACTIVITY	4
SUSPICIOUS PERSON	8

SUSPICIOUS VEHICLE	8
TRAFFIC ENFORCEMENT	17
TRESPASSING	5
VANDALISM	3
VEHICLE ACCIDENT	5
WATER LEAK	8
WELFARE CHECK	4
Total	237

INCIDENTS OF NOTE
AUGUST 1-31, 2022

ON THURSDAY, 08/11/2022, AT ABOUT 1745 HOURS, CSD SECURITY OFFICERS, WERE DISPATCHED TO REYNOSO DRIVE, CONCERNING AN INCIDENT INVOLVING AN ASSAULT WITH A DEADLY WEAPON INVESTIGATION.

CSD SECURITY OFFICERS CONTACTED VICTIMS 1 AND 2, WHO WERE STANDING IN THEIR DRIVEWAY WHEN THEY EXITED THEIR PATROL VEHICLE. VICTIM- 1 STATED THE INCIDENT FIRST OCCURRED ON JACKSON HIGHWAY WHEN HE WAS INVOLVED WHEN A ROAD RAGE INCIDENT WHILE A FEMALE DRIVING AN AUDI. THE AUDI FOLLOWED VICITM-1 HOME TO RM SOUTH.

VICTIM-1 ARRIVED HOME, THE GREY AUDI DROVE SLOWLY BY HIS HOME. VICTIM-1 STATED HE FELT THREATENED THAT SOMEONE FOLLOWED HIM TO HIS RESIDENCE AND GOT BACK IN HIS VEHICLE AND CHASED THE AUDI DOWN THE STREET ON REYNOSO DRIVE, TOWARDS MURIETA SOUTH PARKWAY. VICTIM-1 CAUGHT UP TO THE AUDI AND BEGAN TO HAVE A VERBAL ALTERCATION WITH THE FEMALE DRIVER.

DURING THE VERBAL ARGUMENT, AN UNKNOWN, WHITE, MALE, ADULT, DRIVING A DARK BLUE GOLF CART, WITH TAN SEATS, WITH A SEVEN- OR EIGHT-YEAR CHILD, APPROACHED THE AREA. THE UNKNOWN, MALE BECAME INVOLVED IN THE VERBAL CONFRONTATION, WHICH WAS TAKING PLACE BETWEEN VICTIM-1 AND THE FEMALE DRIVER OF THE AUDI.

V-1 STATED DURING THE ARGUMENT THE UNKNOWN, MALE WHO APPEARED TO BE INTOXICATED, RAISED A BEER BOTTLE IN A THREATENING MANNER TOWARD VICTIM-1. VICTIM-1 RESPONDED BY BRANDISHING A KNIFE THAT HE HAD IN HIS POCKET AND CHALLENGING THE UNKNOWN, MALE. VICTIM-1 DECIDED TO RETURN TO HIS RESIDENCE AND LEAVE THE AREA, VICTIM-1 STATED THE UNKNOWN MALE MADE A SPONTANEOUS STATEMENT, " I KNOW WHERE YOU LIVE."

APPROXIMATELY TEN MINUTES LATER, THE UNKNOWN, MALE RETURNED TO VICTIM-1 RESIDENCE, DRIVING A WHITE, TOYOTA, TUNDRA PICKUP TRUCK. VICTIM-1 AND HIS GIRLFRIEND VICTIM-2 WERE STANDING IN THEIR DRIVEWAY, IN FRONT OF THEIR OPEN GARAGE. ANOTHER VERBAL ARGUMENT ENSUED, IN WHICH THE UNKNOWN, MALE WITHDREW A BLACK, SEMIAUTOMATIC HANDGUN, AND FIRED ONE ROUND FROM THE DRIVER'S SEAT, TOWARDS VICTIM 1 AND 2. THE UNKNOWN MALE FLED THE LOCATION AT A HIGH RATE OF SPEED, TOWARDS SOUTH MURIETA PARKWAY. SSD RESPONDED AND THE CASE IS ACTIVELY ONGOING.

MEMORANDUM

Date: September 14, 2022
To: Board of Directors
From: Michael Fritschi, P.E. – Operations Director

Subject: Operations Report

SB 170 Funded Projects – An update of the SB 170 funded projects follows:

Water Treatment Facility Sodium Hypochlorite Conversion – No update.

Recycled Water Disinfection Project – The District has received (4) proposals for design services for the Recycled Water Disinfection Upgrade at the wastewater treatment facility. The proposal selection committee is recommending Dewberry Engineers be selected by the Board to complete the work based on the comprehensive score ranking. Please see attached memo related to the Recycled Water Disinfection project.

Granlees Safety Improvements – Draft Preliminary report expected September 23

Raw Water Storage & Delivery

As of August 25, 2022, the total water stored between Clementia, Chesbro, and Calero totaled 3496.6 acre-ft, 3.9% less (136 acre-ft) than in August 2021. Wastewater storage available for recycled water production as of July is at 145.8 acre-ft, a 29% increase over the same level from last year.

	August 2022		August 2021		difference from 2021	%diff
	mgal	acre-ft	mgal	acre-ft	acre -ft	
Clementia Storage	251.1	770.6	247.8	760.6	10.1	1.3%
Chesbro Storage	350.8	1076.5	351.5	1078.6	-2.2	-0.2%
Calero Storage	493.2	1513.5	540.1	1657.4	-143.9	-8.7%
Total of all Raw Water Reservoirs	**1095.0**	**3360.6**	**1139.4**	**3496.6**	**-136.0**	**-3.9%**
Wastewater Storage Reservoir available for production	47.5	145.8	36.8	113.1	32.7	29.0%

*Table 1. Raw Water and Wastewater Reservoir Storage comparisons 2022 to 2021 with **corrected Calero storage values***

The historical data was updated for Reservoir Calero based on the recent survey and updated datum.

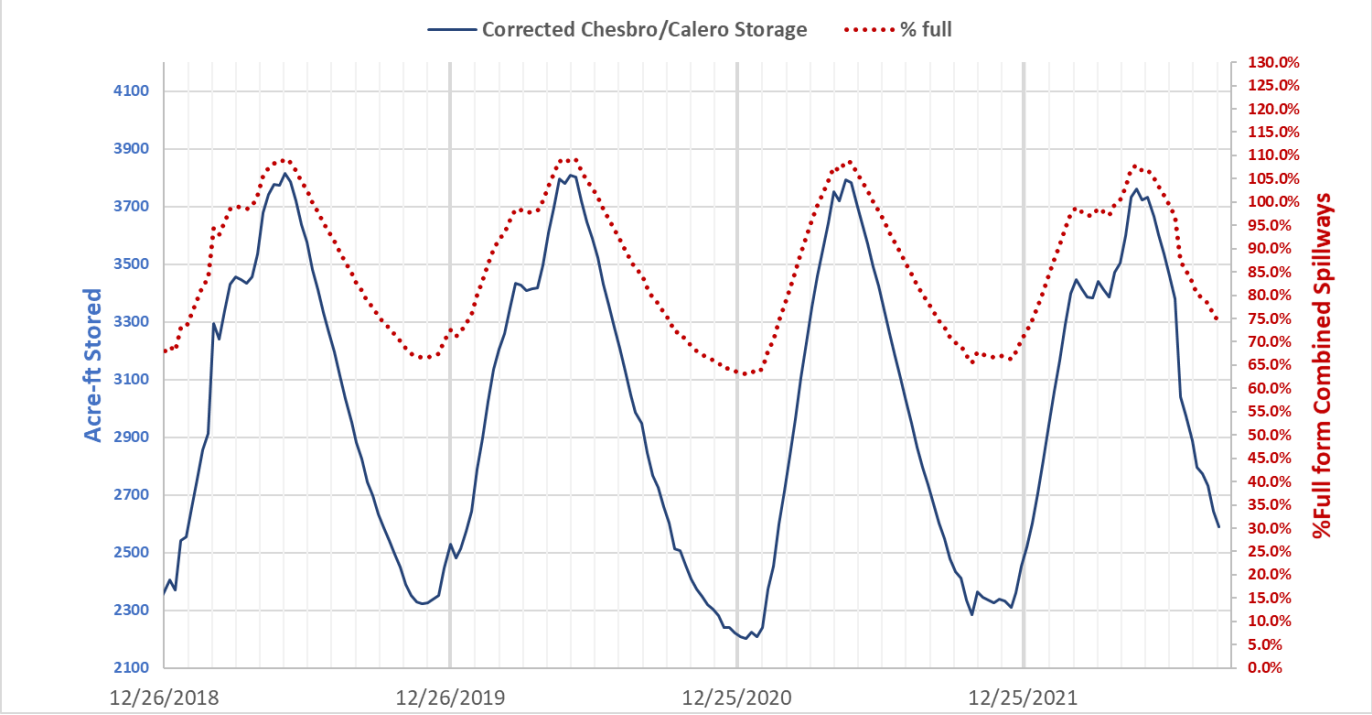


Figure 1. Storage Curve for Calero/Chesbro 2018 to Present (***with corrected Calero Storage values)***

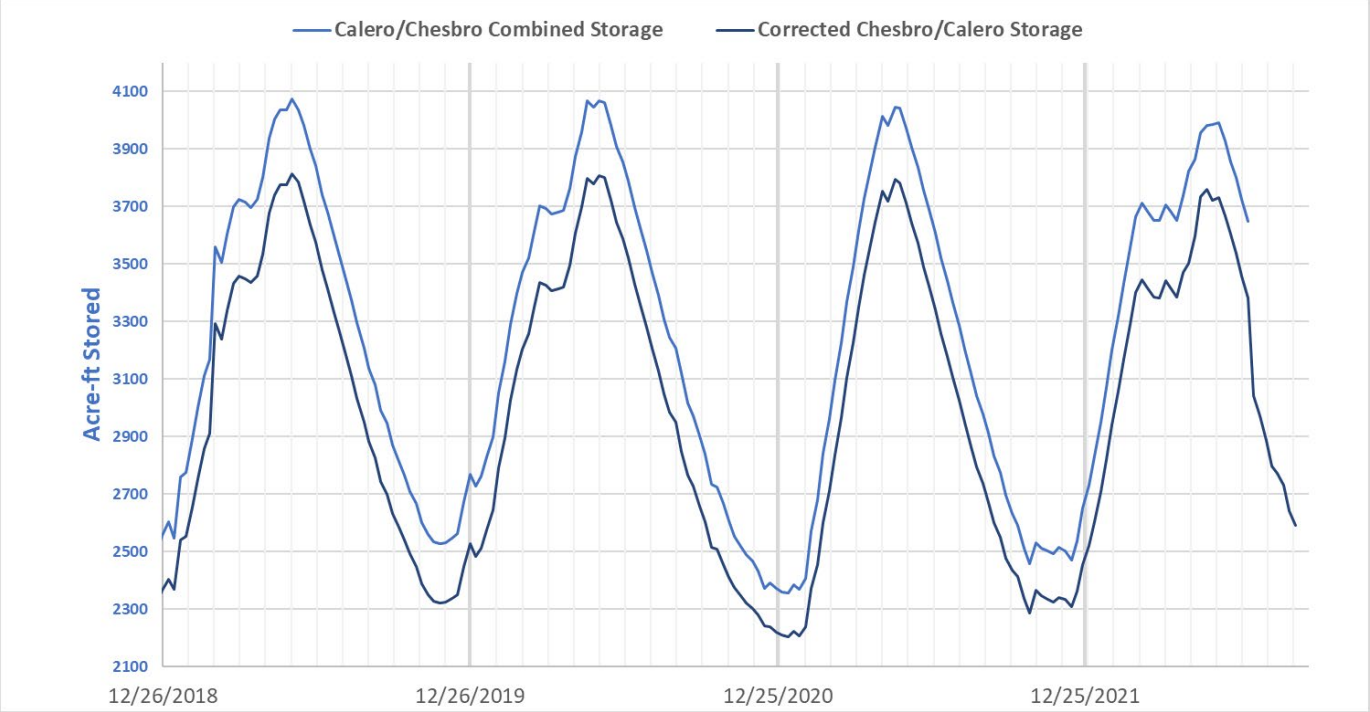


Figure 2. Previous and Corrected Storage Curves for Calero/Chesbro 2018 to Present

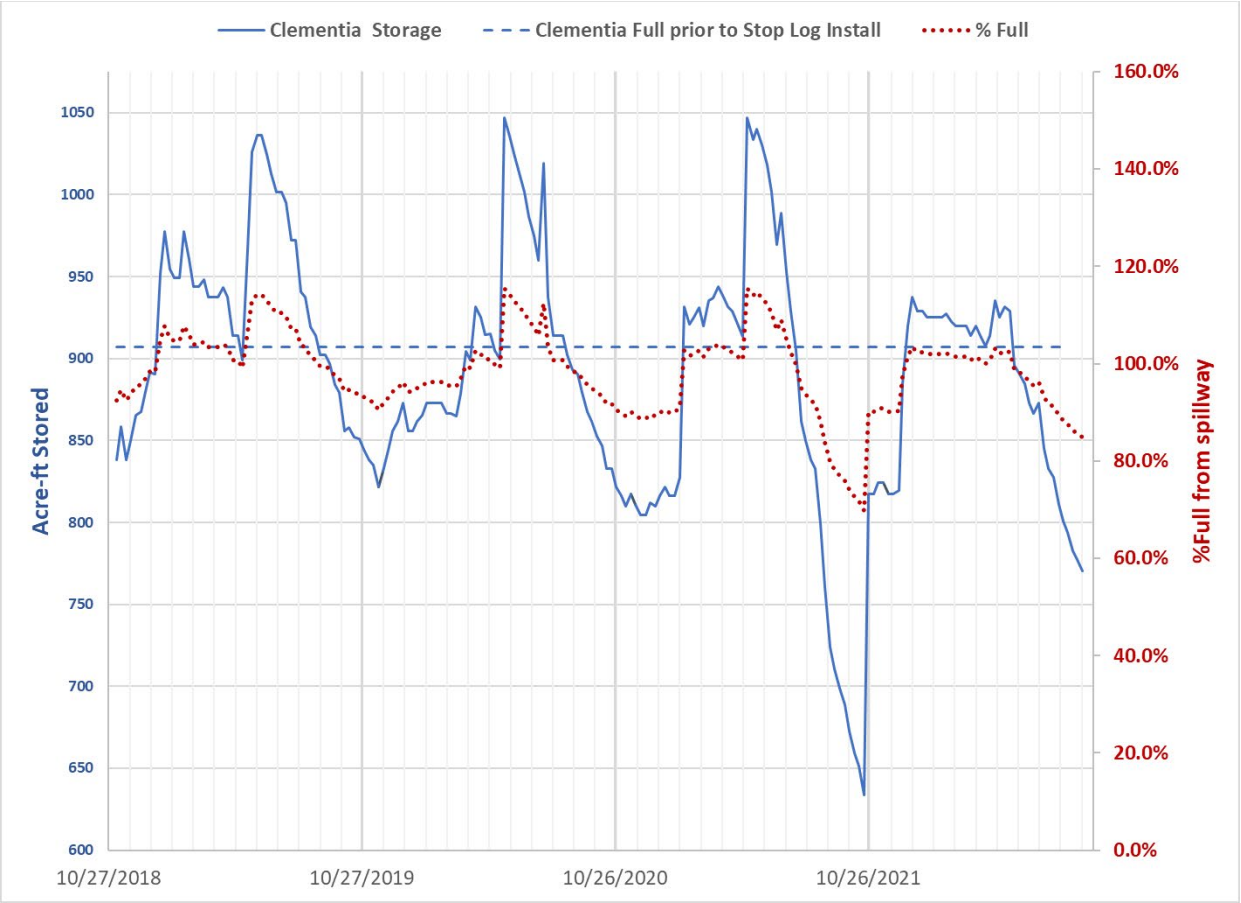
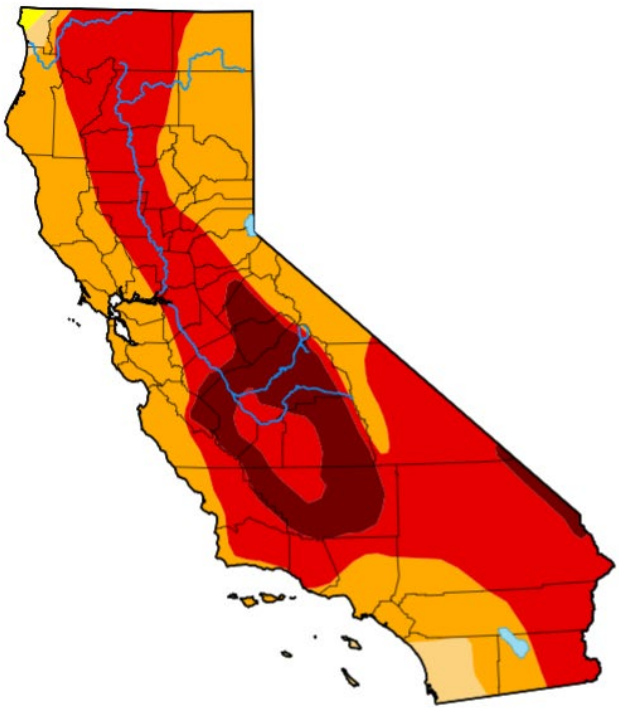


Figure 3. Storage Curve for Clementia 2018 to Present

California Drought Intensity



Map released: Thurs. July 28, 2022

Data valid: July 26, 2022 at 8 a.m. EDT

Intensity

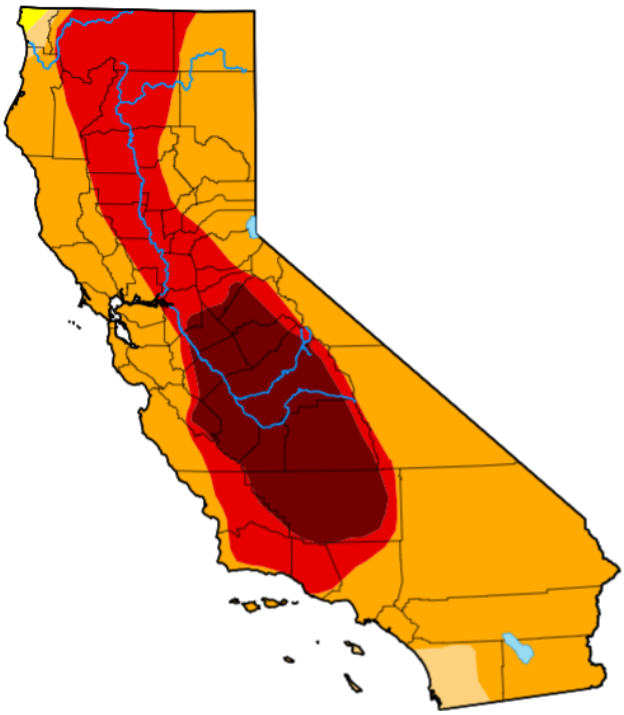
- None
- D0 (Abnormally Dry)
- D1 (Moderate Drought)
- D2 (Severe Drought)
- D3 (Extreme Drought)
- D4 (Exceptional Drought)
- No Data

Authors

United States and Puerto Rico Author(s):
Curtis Riganti, National Drought Mitigation Center

Pacific Islands and Virgin Islands Author(s):
Ahira Sanchez-Lugo, NOAA/NCEI

The Drought Monitor focuses on broad-scale conditions.



Map released: Thurs. September 1, 2022

Data valid: August 30, 2022 at 8 a.m. EDT

Intensity

- None
- D0 (Abnormally Dry)
- D1 (Moderate Drought)
- D2 (Severe Drought)
- D3 (Extreme Drought)
- D4 (Exceptional Drought)
- No Data

Authors

United States and Puerto Rico Author(s):
Deborah Bathke, National Drought Mitigation Center

Pacific Islands and Virgin Islands Author(s):
Ahira Sanchez-Lugo, NOAA/NCEI

Water Consumption

As of July 31, cumulative potable water production for the year totaled 376 million gallons, 26 million gallons (7%) lower than the same use period in 2021. Potable water use was evaluated for 2021, and 2022 against the 15% reduction of 2020 use that was previously requested by the Governor of California (See table 2 below). According to the table, cumulative production is currently 15% higher than the requested 15% reduction of the 2020 cumulative production levels for that period.

*Table 2. Cumulative District Water production by Month for 2021 and 2022 compared to Cumulative 15% Reduction of 2020 use in **units of Million Gallons.***

	january	february	march	april	may	june	july	august	september	october	november	december	Total Annual
2020 Production	21.29	29.00	31.28	34.72	50.04	63.95	71.75	73.78	64.39	57.05	37.87	29.58	564.70
2020 Cumulative Production	21.29	50.29	81.57	116.28	166.32	230.27	302.02	375.80	440.19	497.24	535.11	564.70	
15% Reduction of 2020	**18.10**	**24.65**	**26.59**	**29.51**	**42.53**	**54.36**	**60.99**	**62.71**	**54.73**	**48.50**	**32.19**	**25.14**	479.99
Cummulative 15%-2020 Reduction	**18.10**	**42.74**	**69.33**	**98.84**	**141.37**	**195.73**	**256.72**	**319.43**	**374.16**	**422.65**	**454.85**	**479.99**	
2021 Production	24.11	21.14	29.68	46.29	62.54	68.86	76.00	73.78	66.03	48.66	25.79	22.71	565.59
%increase/%decrease from Cummulative 15%-2020 Reduction	**33%**	**6%**	**8%**	**23%**	**30%**	**29%**	**28%**	**26%**	**25%**	**22%**	**19%**	**18%**	
2021 Cummulative Production	**24.11**	**45.25**	**74.93**	**121.23**	**183.76**	**252.62**	**328.63**	**402.40**	**468.43**	**517.09**	**542.88**	**565.59**	
2022 Production	23.48	27.85	36.09	34.85	51.97	64.04	68.07	69.99					
%increase/%decrease from Cummulative 15%-2020 Reduction	**23%**	**17%**	**21%**	**19%**	**19%**	**18%**	**16%**	**15%**					
2022 Cummulative Production	**23.48**	**51.34**	**87.43**	**122.28**	**174.24**	**238.28**	**306.35**	**376.34**					

The updated residential gallons per capita per day for May, June, July, and August is not included in this report as the residential water use data was not available at the time of the report preparation. The prior months data is shown below.

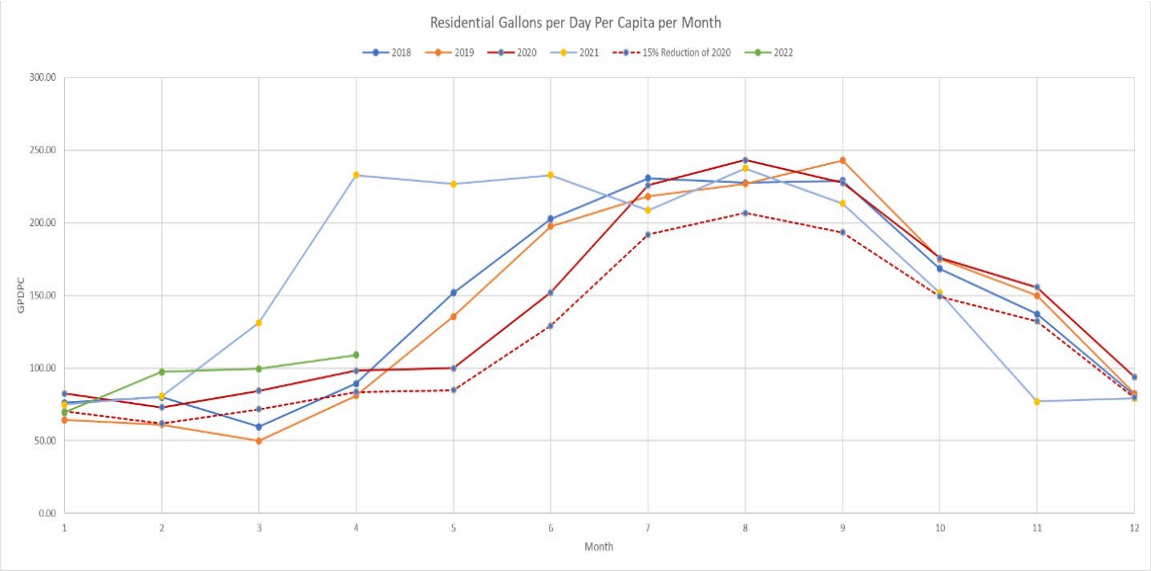


Figure 4. Monthly 2018, 2019, 2020, 2021, 2022 and Governor previously Requested 15% GPDPC reduction of 2020

Infrastructure

Lift 6a

The 3-phase replacement pumps and the replacement VFDs have been installed and are in operation.

Lift 3B

The District has repaired the single-phase pump to regain redundancy while the District sizes adequate (3-phase) replacement pumps. This 3-phase replacement project was previously foreseen and included in the current fiscal year CIP. The District plans on processing the order for the updated panel (including VFDs) for the station ($48,000) and will receive a quote for the new replacement pumps, wet well configuration, and bypass pumping. This project should be completed prior to the end of October depending on pump availability.

Recycled Water

The District is well positioned to supply the Country club with recycled water for the remainder of the irrigation season. Please see attached memo related to the Lake 11 project.

Rio Oso Pump Replacement Update

The Rio Oso pumps were scheduled for replacement last fiscal year. The District has received the new pumps and the new flex couplers. The District now will move forward with the pump replacement. The District also plans to replace the old variable frequency drives. After the initial pump replacement, it is planned to investigate the future modifications of the station to address permanent pump housing, piping modifications, pressure absorption, and a third pump scenario. See attached memo regarding VFD procurement.

Water Treatment Facility

Water Treatment Facility #1 and plant 2 are in operation and are currently producing potable water at a rate of 2.8 mgd.

The District has experienced some taste and odor issues in the finished potable water related to the combination of high ambient temperatures and trace amounts of total organic carbon. Addition of activated carbon can negate some of the taste/odor issues. Unfortunately, the activated carbon addition can only be added to the conventional plant (plant #2) due to the detrimental affect of the carbon on the membranes in plant #1. Operations have assessed the situation and are doing their best to prevent as much taste/odor issues as possible.

Integrated Water Master Plan

Staff have released an RFP for an update of the District Integrated Water Master plan. The RFP responses are due September 19.

Minor Change to Permit 16762

No Change.

Chesbro Stage Storage Curve

The District has contracted with Adkins Engineering to perform a bathymetric survey on Reservoir Chesbro for $18,000. Work on the survey is expected to begin the week of September 19.

Laguna Joaquin

As paraphrased from the 8-24-22 Solitude report: “A midge fly assessment was recently performed for Laguna Joaquin. It is recommended that midge fly densities remain below 1,000 larvae/m^2. Based on field survey results, there are midges in the southern portion of the lake, however, these rates are well below the nuisance threshold. At all sites with midges present the levels were well below nuisance density. Of the larvae found only phantom midges were found.”

“During the aquatic survey, there were no adult midges seen around the lake area by either of the crew. It is recommended to utilize a variety of techniques in midge control including fish stocking, larvicide, and algaecide treatments.”

The RMA will move forward with another dye application and may authorize another algicide treatment.

Drainage

The District hired Intergrazers to bring on 1 herd of goats (380 goats) and 1 heard of sheep (200 pair) to eat down weeds along District drainage areas. The herds will be here for (30) days. The Utility crew is pleased with the performance along the drainage channels. There have been some isolated disturbances of the goat/sheep by some residents, but mostly isolated incidences.



Before



After

Lost Lake

On August 30th, District staff met with residents on site to assess some of the issues regarding the upkeep of Lost Lake. The District has performed some weed removal and has repaired the aeration system. The District received a quote from Solitude Lake Management for $9,200 to remove primrose from the water body. The RMA has agreed to keep the central fountain on at all times, helping to keep the center of the pond clear from duckweed. If timing permits, the District may introduce goats to eat down some of the residual weeds and vegetation.

Utility Crew Report August 2022 – Ron Greenfield

1) The Utilities staff staffing is at 100% with the exception of one worker off on light duty due to an injury.
2) The crew completed eight utility star work orders. Utility Star work orders are for final reads, rebates, meter swaps request, issues with homeowner water usage concerns and are doing water shut offs once again.
3) Eleven field markings for 811 USA locates were completed.
4) We received seven homeowner calls for water related problems that ranged from a bad PRV, broken sprinkler and water leaks in their system all turned out to be the responsibility of the homeowner to fix.
5) The crew had ten water leaks in the month of August with eight requiring new service lines to be installed and two service lines being repaired because it didn't require digging into asphalt.

6) Five valves were exercised and approximately 3600 gallons of water flushed through fire hydrants and a blow-off in the month of August.
7) Two meters were replaced, and one new meter and smart point (MXU) were added in the month of August.
8) Raw water line from Lake Clementia to CIA ditch has a leaking valve by the CIA ditch up stream valve is closed off to prevent leak until repairs can be made. This is on the list for repair.
9) Drainage Goats and sheep arrived on August 24 and are clearing vegetation in drainage ditches along with some common area that RMA owns this allows for more animals in the area and faster movement through our drainage areas. In two weeks, they have covered about 1/3rd of what is marked to be completed. We may need to extend the time the animals are here to cover all that needs to be accomplished. With the hot weather we have had it has slowed the work some. There has been another herd working around the wastewater plant that has completed a lot of weed control that has been needed for several years. We had some of the goats and sheep moved into the drainage basins in Murieta South around the 9th of September.
10) Michael and I had a meeting at Basin 5 (Lost Lake) on the maintenance and the District will continue with removing cattails and will look at costs associated with retaining a contractor to remove primrose. The District will also be trying to get goats and sheep in to cleanup more of the vegetation that is hard for utility crew to access.
11) Lake 11 outflow pipe is continuing to move forward. Pot holing for excavation area was completed to determine the type of soil that the project will go through was completed along with digging to verify the water main location and elevation. The plan is to install a new 36" drainage pipe from an upper manhole and away from the lake. Pipe has been ordered and is scheduled to be delivered September 12 at 9:00 am.

DEVELOPMENT

Riverview: Developer is finishing the new crossing at Bird Loop and is continuing work on installing retaining walls. Work is continuing on the installation of water and sewer infrastructure for phase 1b.

On 9-2-22 the District received a copy of a complaint filed by a resident regarding construction of the Riverview development.

Retreats: The Retreats East have been separated from Retreats North. The District and the Developer are working through the various punch list items for the Retreats East. In Retreats North road grading is occurring and dry utilities are being installed.

Circle K/Shell: The foundation for the station will be poured soon.

Murieta Gardens Lot 2 (Tractor Supply): The Developer is in the process building block walls and installing sewer utilities and fire service.

Murieta Gardens Pet Hospital (Lot 12) & Murieta PDF Office (Lot 10) – No update

Rancho Murieta Community Services District

October 2022

Board/Committee Meeting Schedule

October 4, 2022

Personnel	7:30 a.m.
Improvements	8:00 a.m.
Finance Meeting	10:00 a.m.

October 6, 2022

Communications/Technology	8:30 a.m.
Security	10:00 a.m.

October 19, 2022

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



Amelia Wilder

From: Tom Hennig
Sent: Thursday, September 15, 2022 11:47 AM
To: Amelia Wilder
Subject: FW: RMCSD Account 90012900
Attachments: Statements 2022.pdf; Payments 2022.pdf; Invoice 7-1-2022.PDF; Invoice 7-25-2022.pdf

Here's the last email sent on this topic.

Tom Hennig
General Manager
Rancho Murieta CSD
ph.(916)354-3700
fx. (916)354-2082
Visit us at www.RMCSD.com
Before printing, please think Green.
CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s) and not for public dissemination. Unauthorized interception, review, use, or disclosure is prohibited and may violate applicable laws, including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

From: Tom Hennig
Sent: Tuesday, August 23, 2022 8:13 AM
To: Paula O'Keefe <pokeefe@rmcsd.com>
Subject: FW: RMCSD Account 90012900

Paula,

Here's the email you requested.

Tom

Tom Hennig
General Manager
Rancho Murieta CSD
ph.(916)354-3700
fx. (916)354-2082
Visit us at www.RMCSD.com
Before printing, please think Green.
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From: Timothy M. Weir <tweir@tweirlaw.com>
Sent: Friday, August 19, 2022 12:15 PM
To: Tim Maybee <TMaybee@rmcsd.com>; Randy Jenco <rjenco@rmcsd.com>; Linda Butler <lbutler@rmcsd.com>; John Merchant <jmerchant@rmcsd.com>; Martin Pohll <MPohll@rmcsd.com>
Cc: Tom Hennig <thennig@rmcsd.com>
Subject: FW: RMCSD Account 90012900

This follows my email previously transmitted to the Board on July 18, 2022, which embraces a string of email correspondence shared between Mr. Hennig and myself, all addressing the penalty fees invalidly applied to the referenced account.

I reiterate my demand that the District remove the invalid penalties.

Please contact me if you have any questions.

Tim

Timothy M. Weir
LAW OFFICES OF TIMOTHY M. WEIR
Trusts, Estates & Probate

Estate Planning & Trial Lawyer, Mediator

Estate Planning, Trusts and Probate Specialist
Certified by the California State Bar,
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From: Timothy M. Weir <tweir@tweirlaw.com>
Date: Monday, July 18, 2022 at 2:08 PM
To: tmaybee@rmcsd.com <tmaybee@rmcsd.com>, rjenco@rmcsd.com <rjenco@rmcsd.com>, lbutler@rmcsd.com <lbutler@rmcsd.com>, jmerchant@rmcsd.com <jmerchant@rmcsd.com>, mpohll@rmcsd.com <mpohll@rmcsd.com>
Cc: thennig@rmcsd.com <thennig@rmcsd.com>
Subject: FW: RMCSD Account 90012900

Dear Members of the Board:

I am forwarding the string of electronic communication showing below, exchanged between Tom Hennig and myself, to your attention due to Mr. Hennig's indefensible position, which you will see below, as well as his refusal to resolve my complaint. Your engagement in the matter should be unnecessary; however, Mr. Hennig's conduct leaves me no alternative but to raise the matter to your attention.

Kindly direct Mr. Hennig to credit the referenced account, 90012900 (Geller/Weir) for the initial, errant late fee entered against the account on June 2, 2022, as well as all additional late fees associated with the initial entry prior to your run of the July 2022 statements of account.

Please contact me if you have any questions.

Tim

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From: Timothy M. Weir <tweir@tweirlaw.com>
Date: Thursday, July 7, 2022 at 1:10 PM
To: thennig@rmcsd.com <thennig@rmcsd.com>
Subject: FW: RMCSD Account 90012900

Mr. Hennig:

No, your suggestion does not work for me.

After you canceled the meeting that I previously requested about two weeks ago, I took the time to present to you, by way of email, documented proof that the disputed penalty item entry is wrong and should, without any further question, be removed. This is the same documentation which I had gathered to review with you in person.

Notably, you refuse to address the invalidity of the disputed entry—or even attempt to suggest that it is purportedly valid. It's a ten-percent penalty applied against a previous balance printed on June 2, payment upon which was timely received by—hand delivered to—your staff eight days previously on May 25. The disputed entry is unjustifiable, period.

Now you want to reschedule a meeting? To dive into your demonstrably unreliable ledgers in search of some other, past, errantly dated item-entry, to use as leverage against my demand? Beyond the fact that any such profound discovery on your part would be contradicted by the monthly statements of account showing zero-previous balances (attached), the nature of your suggestion is menacing and retaliatory; in other words, entirely inappropriate.

I insist that the June 2 penalty item in the amount of $21.05 and the corresponding July 1 $2.10 penalty item be retracted from the account prior to July 25, 2022.

Please contact me if you have any questions.

Tim

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---

From: Tom Hennig <thennig@rmcsd.com>
Date: Thursday, July 7, 2022 at 8:55 AM
To: Timothy M. Weir <tweir@tweirlaw.com>
Cc: Melody Villanueva <MVillanueva@rmcsd.com>, Paula O'Keefe <pokeefe@rmcsd.com>
Subject: Re: RMCSD Account 90012900

Hi Tim,

I would suggest that you pay the full amount owed. This will prevent any further penalties and interest being charged.

I also suggest that we meet in the office to review your account activity to determine the factual events. If we determine an adjustment needs to be made we will credit your account.

Do you have availability next week?

Will this work for you?

Thank you,

Tom

Sent from my iPhone

> **From:** "Timothy M. Weir" <tweir@tweirlaw.com>
> **Date:** July 6, 2022 at 5:25:30 PM PDT
> **To:** Tom Hennig <thennig@rmcsd.com>
> **Subject: FW: RMCSD Account 90012900**
>
> Mr. Hennig:
>
> Resending. I received no reply to the message showing below. The most recent RMCSD statement dated 7/1/2022 carries forward the errant penalty entry originally showing on the 6/2/2022 statement. My balance owing, and the amount I will pay is $272.22. No penalties or interest charges are justified. I am still waiting to receive confirmation from RMCSD of the proper adjustments that need to be made on this account.
>
> Please contact me if you have any questions.
>
> Tim

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---

From: Timothy M. Weir <tweir@tweirlaw.com>
Date: Monday, June 27, 2022 at 2:56 PM
To: thennig@rmcsd.com <thennig@rmcsd.com>
Subject: RMCSD Account 90012900

Mr. Hennig:

This email follows my previous efforts to address the error showing on your account statement (Geller/Weir, account 90012900, 15160 Dulzura Court) dated June 2, 2022.

During a couple of telephone calls that I previously initiated to your office, I demanded that your office remove a penalty line-item in the amount of $21.05, representing a 10% surcharge amount calculated against a purported, previous balance owing in the amount of $210.45 as of the date of issuance. After I explained that I had hand-delivered my payment to your staff in your office eight days prior to June 2, more specifically in the mid-afternoon on May 25, your staff attempted to convince me that the surcharge was not issued for the May payment but against a purportedly late payment owing in March, which staff claimed to have discovered as they reviewed the account in response to my calls. You later followed with an after-hours voicemail indicating the same story and instructing me to "…drop off the check for $21.05, your account will be square and then looks like we're good to go forward, but if you don't pay that amount it will show up on your bill and then you'll get another penalty in the late fee because that's how our system works." As you remained unavailable to discuss the dispute with me directly, I subsequently arranged a meeting with you in person to review my account, which you canceled. Hence this correspondence.

I have attached copies of statements dated January 31, 2022 through June 2, 2022, along with three internal ledger-style reports received from your staff to this email. Additionally, I have attached copies of documentation of methods and dates of payments delivered to your office since January 24, 2022.

As you can see from the attached documentation, the District previously acknowledged timely payments against previous balances showing on each of the statements, other than disputed June statement. All except the June statement indicated a zero-previous-balance owing. The documentation contradicts your story of some late payment owing back in March. In an attempted effort to justify your story, staff sent me a screenshot of a ledger-style report and a payment report, attached.

The attached documentation reveals a troubling pattern by your office of sitting on my payments for days and weeks at a time after receipt of same, prior to either crediting the payments to my account or depositing the payments at the bank. In the case of the disputed June 2022 payment, my payment was processed nine days after it was hand-delivered to your office and the June 2nd statement showing the payment amount as still owing was issued eight days after I timely hand-delivered the payment to your office staff.

Notably, the internal ledger printout that Shelby from your office emailed me shows a zero-previous-balance owing as of the date of issuance of the disputed June statement (which is highlighted by your office!), although the payment item remains incorrectly dated eight days after it was received. Your internal records appear to be generally unreliable. Your story about the March statement is equally unreliable.

This is to reiterate my demand to credit the unjustifiable penalty line-item amount showing on the June 2, 2022 statement back to the account; further, to refrain from carrying the disputed item forward to any future statements, and otherwise credit any accruing balance premised upon the illegitimate entry.

Furthermore, your system, as it operates under your supervision, is broken. This is to demand that, moving forward, credit for payment be properly issued to the account as of the date payment is actually received, as opposed to when the ledger entry is typed into your system by staff.

Please contact me if you have any questions.

Tim

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Amelia Wilder

From: Alejandra Narvaez Mendoza <alejandranarvaezmendoza@gmail.com>
Sent: Thursday, August 25, 2022 12:53 AM
To: Paula O'Keefe; Tim Maybee; Martin Pohll; Randy Jenco; John Merchant; Linda Butler
Cc: mtawanda@rmcsd.com; Amelia Wilder
Subject: Incorrect Check Given Vacation Hours Not payout correctly

Hello Paula & Board Members

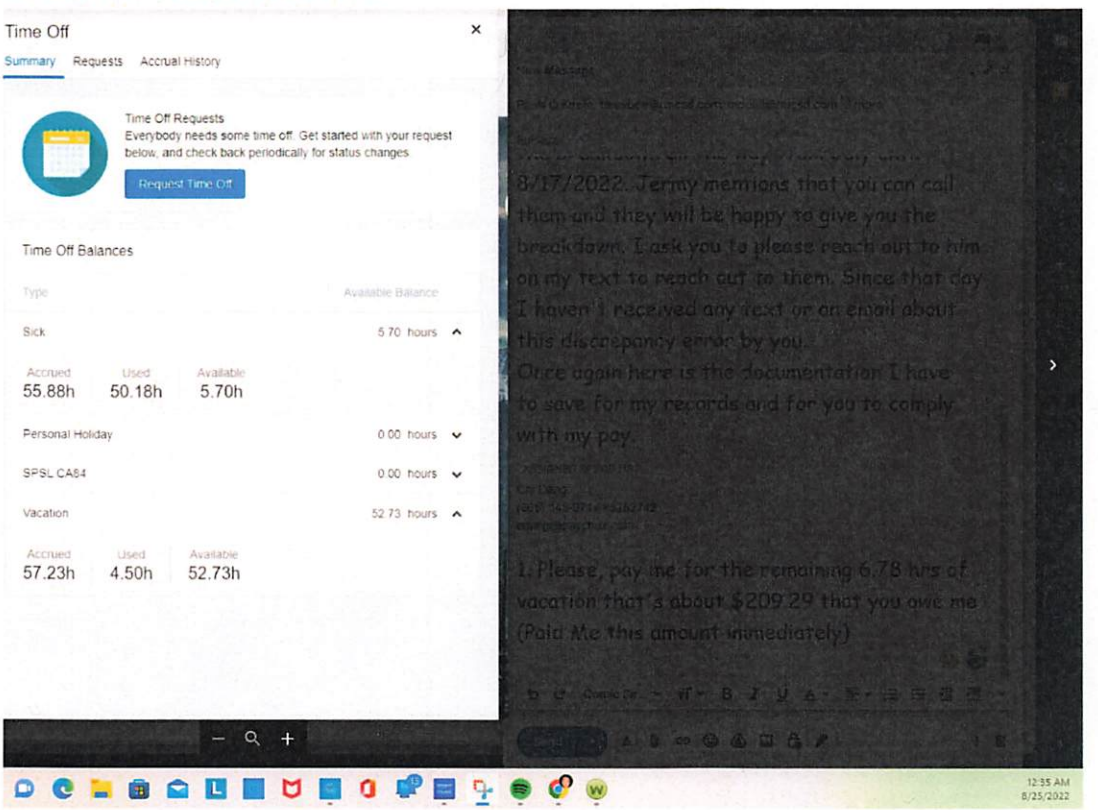
This is my third attempt to reach you via email and text.
In the text, I mention that you paid me incorrectly for my vacation hours.
I contact Paychex and spoke with Chi Dang she transfer me with Time and attendance and I spoke with Jermy Michaelson he confirm that my hours of vacation were paid out incorrectly and the conversation was recorded with Paychex he confirm that I still have 6.78 hrs vacation left I only got paid out 45.95 hrs. He explained to me the breakdown all the way from July until 8/17/2022. Jermy mentions that you can call them and they will be happy to give you the breakdown. I ask you to please reach out to him on my text to reach out to them. Since that day I haven't received any text or an email about this discrepancy error by you.
Once again here is the documentation I have to save for my records and for you to comply with my pay.
Today I log in to my Paychex account and I notice my vacation has disappeared from my dashboard, but don't worry I have a copy and it shows very clearly what I have Please see the attachments.

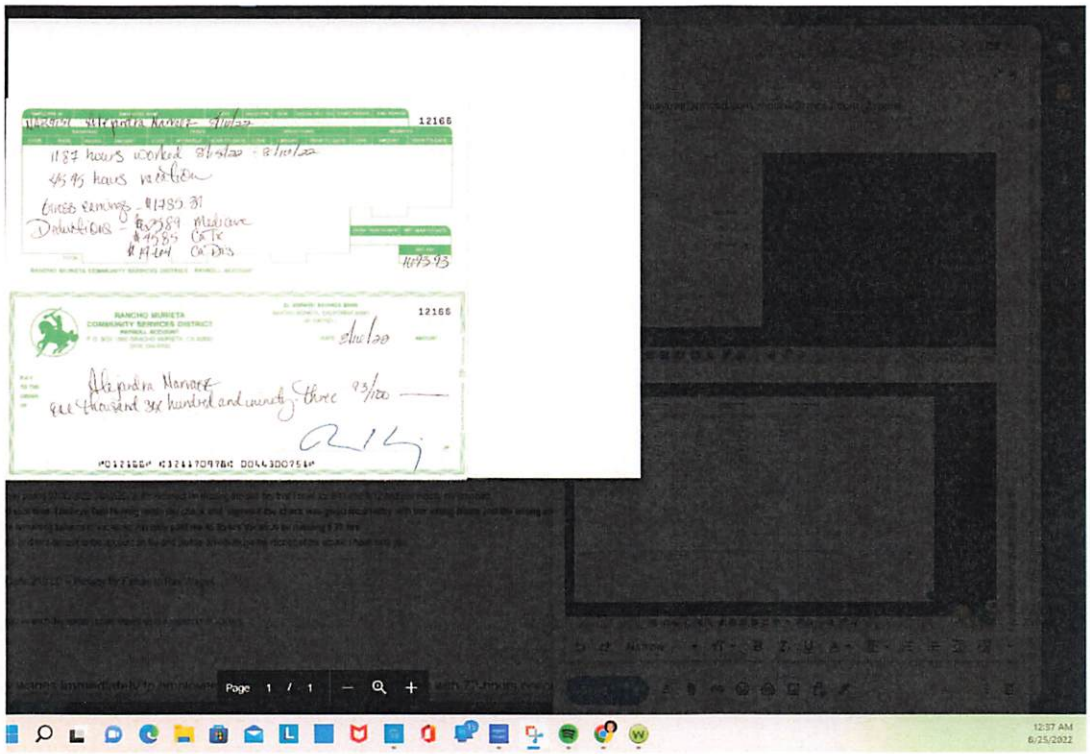
Thank you,

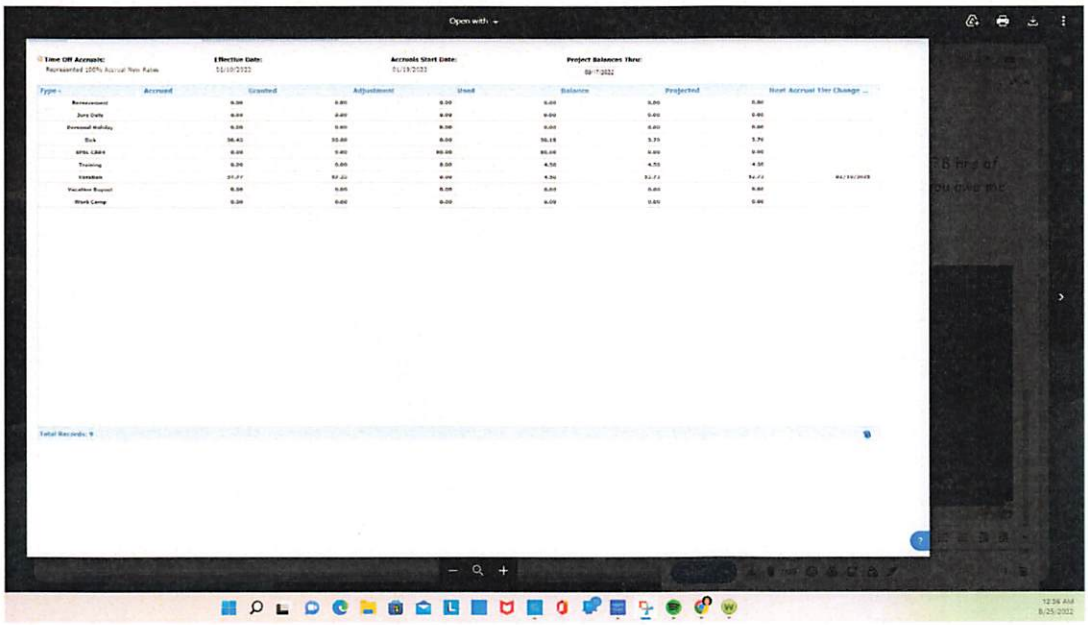
ASSIGNED SPECIALIST
Chi Dang
(866) 345-9717 x5252742
cdang@paychex.com

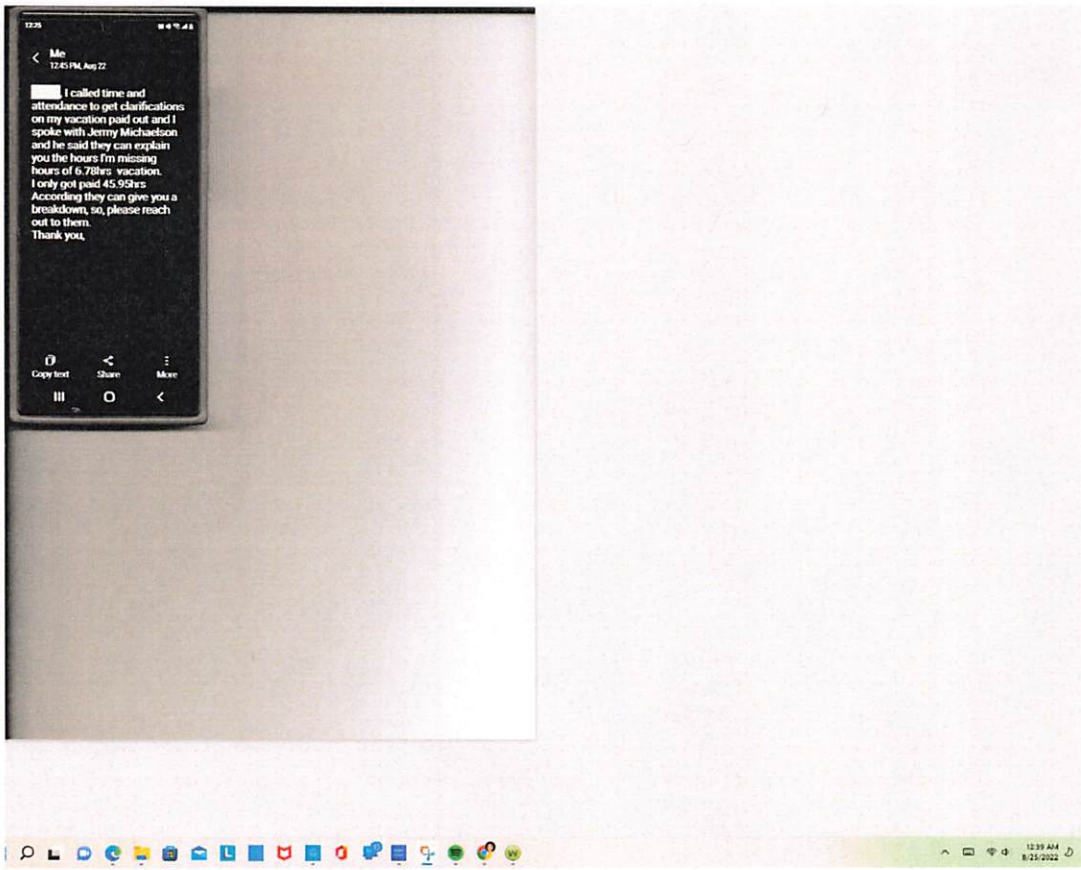
1. Please, pay me for the remaining 6.78 hrs of vacation that's about $209.29 that you owe me minus the deductions. (Paid Me this amount immediately)

See attachments




12166
1187 hours worked 8/1/20 - 8/15/20
45.95 hours vacation
Gross earnings - $1780.31
Deductions - $273.89 Medicare
$99.55 CA Tax
$47.04 CA Dis
RANCHO MURIETA
COMMUNITY SERVICES DISTRICT
PAYROLL ACCOUNT
12166
8/16/20
Alejandra Narvaez
Page 1 / 1
12:37 AM
8/25/2022


Open with
Time Off Accruals:
Represented 100% Accrual Rate Rules
Effective Date:
Accruals Start Date:
Project Balances Thru:
Type
Accrued
Granted
Adjustment
Used
Balance
Projected
Next Accrual Tier Change
Total Records: 9
12:36 AM
8/25/2022


Me
12:45 PM, Aug 22
I called time and attendance to get clarifications on my vacation paid out and I spoke with Jenny Michaelson and he said they can explain you the hours I'm missing hours of 6.78hrs vacation. I only got paid 45.95hrs According they can give you a breakdown, so, please reach out to them. Thank you,
Copy text
Share
More

MEMORANDUM

Date: September 15, 2022

To: Board of Directors

From: Paula O'Keefe, Director of Administration

Subject: Recommendation to Introduce the Solid Waste Ordinance to Include Organics Waste Requirement

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RECOMMENDED ACTION

Approve proposed changes to Chapter 31, Solid Waste Code and associated ordinance.

BACKGROUND

In an effort to comply with the CalRecycle SB1383 Organics Waste requirement, the District's attorney reviewed the existing Solid Waste ordinance and made several revisions. These revisions update the Solid Waste Ordinance and outline the compliance requirements of SB1383. The District is required to administer the program through our solid waste carriers and ensure compliance of all of organics waste recyclables within the District.

SUMMARY

Revisions have been made to the current ordinance. It is recommended that the Board approve this Ordinance and the subsequent changes to Chapter 31 of District Code.

ORDINANCE NO. O2022-05

**AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT
AMENDING DISTRICT CODE CHAPTER 31 (SOLID WASTE)
REGARDING MANDATORY ORGANIC WASTE DISPOSAL REDUCTION**

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

SECTION 1. PURPOSE AND AUTHORITY. District Code chapter 31 governs the collection and disposal of solid waste. The purpose of this ordinance is to revise chapter 31 to conform to the requirements of SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, concerning reduction of organic waste in landfills. This ordinance is adopted pursuant to Government Code sections 61060, section 18981.2 of Title 14 of the California Code of Regulations, and other applicable law.

SECTION 2. CODE AMENDMENT

Section 2.01 is amended in District Code as follows:

2.01 Bulky Waste or Large Items

Bulky Waste or Large Items shall mean materials including furniture, carpets, mattresses, clothing, tires, or some combination of such items in a container the dimensions and weight of which container does not exceed four feet by four feet by two feet (4'x4'x2') and sixty (60) pounds, which are attributed to the normal activities of a residential dwelling. Bulky Waste or Large Items must be generated by and at the physical location wherein the large items are collected. Bulky Waste shall not include Excluded Waste.

The term "Exempt Waste" is replaced by "Excluded Waste" wherever it appears in Sections 2.10, 4.07, 7.01, and 7.02.

Section 2.11 is amended in District Code as follows:

2.11 Food Waste

Food Waste shall mean all putrescible waste, which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with, or results from the storage, preparation, cooking or handling of food materials. Food Waste must be generated by and at the physical location wherein the Food Waste is collected.

Section 2.12 is deleted in District Code and existing Section 2.13 is renumbered to Section 2.12.

New Section 2.13 is added in District Code as follows:

2.13 Organic Waste

Organic Waste shall mean Solid Waste containing material originated from living organisms and

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their metabolic waste products, including but not limited to Food Waste, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46).

Section 2.14 is amended in District Code as follows:

2.14 Recyclable Materials

Recyclable Materials shall mean those materials that are capable of being recycled and which would otherwise be processed or dispose of as Food Waste or Rubbish. Recyclable Materials include: newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft brown bags and paper, paperboard, paper egg cartons, office ledger paper, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); steel, including ”tin” cans and small scrap (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; mixed plastics such as plastic bags, plastic film, plastic containers (1-7), and bottles including containers made of HDPE, LDPE, PET, or PVC; textiles; aseptic containers; and polystyrene.

Section 2.15 is amended in District Code as follows:

2.15 Rubbish

Rubbish shall mean accumulation of refuse, paper, excelsior, rags, wooden boxes and containers, sweep-ups, and all other accumulations of a nature other than Food Waste, Organic Waste or Recyclable Materials. Rubbish must be generated by and at the physical location wherein the Rubbish is collected.

Section 2.16 is amended in District Code as follows:

2.16 Solid Waste

Solid Waste shall mean Food Waste, Organic Waste, Large Items, Recyclable Materials, or Rubbish that is generated or accumulates in homes, hotels, restaurants, businesses, offices or government buildings. Solid Waste must be generated by and at the physical location wherein the Solid Waste is collected. Solid Waste shall not include Excluded Waste.

Section 3.03 is deleted in District Code.

Section 4.03 is amended in District Code as follows:

4.03 Collection Rates and Billings

a. Rates

The rates for collection of Solid Waste from premises in the District shall be those rates that the Board may determine and establish from time to time by ordinance. The Board may

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establish rates for residential collection without establishing rates for commercial or industrial collection.

1. Gray Cart Collection Services

38-gallon cart	$ 23.42
64-gallon cart	$ 27.82
96-gallon cart	$ 44.97

2. Additional Gray Carts

38-gallon cart	$ 9.72
64-gallon cart	$ 12.61
96-gallon cart	$ 27.69

3. Additional Recycling Cart (in excess of 1 recycled cart)

38-gallon cart	N/A
64-gallon cart	$ 6.91
96-gallon cart	$ 6.91

4. Additional Green Waste Cart (in excess of 2 green waste carts)

38-gallon cart	N/A
64-gallon cart	$ 6.91
96-gallon cart	$ 6.91

5. Sacramento County Surcharge $ 2.00

b. Collection of Charges for Collection Services

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

c. Billing

All solid waste accounts shall be billed monthly.

d. Due Date

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

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e. Delinquency

A bill for service is delinquent if not paid and received at the Rancho Murieta Community Services District office by the 25th day of the month following the month in which the bill was mailed.

f. Delinquency Penalty

1. A one-time basic penalty of ten percent (10%) of the delinquent service charges shall be added to each delinquent bill for the first month the bill is delinquent.

2. After levying the basic penalty provided in in the preceding subsection, the District shall thereafter levy an additional penalty of one percent (1%) per month to all delinquent charges and basic penalties remaining unpaid, until and unless the Board requests the County Auditor to include the amount of all delinquent rates, charges and penalties for collection on the County property tax roll as set forth in the succeeding subsection. Monies paid when any portion of an account is delinquent shall first be credited to interest and penalties, then to the delinquent portion of the bill, and then to the current portion of the bill.

g. Collection of Delinquent Charges on County Tax Roll

All rates, charges, penalties, and interest, which remain delinquent, may be collected on the County property tax roll in the same manner as property taxes in accordance with Government Code section 61115(b), provided that the District shall first have given the property owner notice and an opportunity to be heard as provided by law. After delinquent amounts have been turned over to the County Auditor for collection, no payment shall be received by the District on the delinquent amounts except as collected by the County Tax Collector. *(Added by Ordinance 2019-03)*

Section 4.05 is amended in District Code as follows:

4.05 Carts, Containers, and Lawn and Leaf Bags

No person shall dump any Solid Waste nor deposit the same in anything except a cart for holding Solid Waste. Each cart shall be as follows:

h. Gray Cart

A heavy plastic receptacle with a rated capacity of at least thirty-two (32) and not more than ninety-six (96) gallons, having a hinged tight-fitting lid and wheels, that is approved by the District and is labeled appropriately labeled as a garbage cart.

i. Organic Waste Cart

A heavy plastic receptacle with a rated capacity at least thirty-two (32) gallons and not exceeding ninety-six (96) gallons, having a hinged, tight fitting lid and wheels that are approved for such purpose by the District and is appropriately

DRAFT

labeled as an organic waste cart. Organic Waste is further governed by Section 9 of this Code.

j. Recycling Cart

A heavy plastic receptacle with a rated capacity of at least thirty-two (32) gallons and not more than ninety-six (96) gallons, having a hinged tight-fitting lid, and wheels that is approved for such purpose by the District and is appropriately labeled as a recycling cart.

k. Used Oil Container

A plain copoly container provided by the District or its designee for the accumulation of used oil that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid and has a label designating it for use as a used oil container.

l. Lawn and Leaf Bags

During the four (4) month period beginning October 1 and ending January 31 and annually thereafter during the term of this Contract, Service Recipients may place unlimited amounts of leaves at the curb alongside their Organic Waste Cart as part of Green Waste Collection Service. The leaves shall be placed in plastic lawn and leaf bags and closed in such a manner as to contain the leaves during Collection. Leaves must be generated by and at the Residential Service Unit wherein the leaves are collected. During this period, CONTRACTOR shall Collect and dispose of all leaves that are properly bagged and placed at the curb at no additional charge to the Service Recipient.

Section 9.0 is added in District Code as follows:

SECTION 9.00 Mandatory Organic Waste Disposal Reduction

9.01 Purpose and Findings

The District finds and declares:

a. State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

b. State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30

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of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires jurisdictions to implement a Mandatory Commercial Recycling program.

c. State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires jurisdictions to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires jurisdictions to implement a Mandatory Commercial Organics Recycling program.

d. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

e. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

9.02 Definitions

In addition to those definitions provided in Section 1 of this Code, whenever in Section 9 of this Code, the following words or phrases are used; they shall have the meanings respectively ascribed to them in this section:

a. “Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.

b. “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others).

c. “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

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d. “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

e. “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Section 9.02 of this Code or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

f. “Compliance Review” means a review of records by the District to determine compliance with this ordinance.

g. “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

h. “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

i. “Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

j. “Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

k. “C&D” means construction and demolition debris.

l. “Designee” means an entity that the District contracts with or otherwise arranges to carry out any of the District’s responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

m. “District Enforcement Official” means the District General Manager or authorized Designee(s) who is/are partially or whole responsible for enforcing the ordinance.

n. “Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise

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defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

o. "Enforcement Action" means an action of the District to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

p. "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the District and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in District's, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose District, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of household batteries and motor oil and filters in compliance with Sections 41500 and 41802 of the California Public Resources Code.

q. "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

r. "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.

s. "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

t. "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

    1. A food bank as defined in Section 113783 of the Health and Safety Code;

    2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

    3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

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A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7). If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

u. "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

v. "Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

w. "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

x. "Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

y. "Food Waste" means Food Scraps, Food-Soiled Paper, and Compostable Plastics.

z. "Gray Container" has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.

aa. "Gray Container Waste" means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).

bb. "Green Container" has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

cc. "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

dd. "Hauler Route" means the designated itinerary or sequence of stops for each segment

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of the District's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

ee. "High Diversion Organic Waste Processing Facility" means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the "Mixed waste organic collection stream" as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

ff. "Inspection" means a site visit where the District reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

gg. "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

hh. "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

ii. "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

jj. "Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

kk. "Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in

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14 CCR Section 18982(a)(41).

ll. "Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

mm. "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

nn. "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

oo. "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

pp. "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

qq. "Prohibited Container Contaminants" means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the District's Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the District's Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in District's Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.

rr. "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

ss. "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

tt. "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

uu. "Renewable Gas" means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

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vv. "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

ww. "Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

xx. "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

yy. "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

zz. "Self-Hauler" means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

aaa. "Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) units.

bbb. "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

1. Hazardous waste, as defined in the State Public Resources Code Section 40141.

2. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).

3. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health

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and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

ccc. "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.

ddd. "Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

eee. "Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

fff. "State" means the State of California.

ggg. "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars ($2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

hhh. "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

1. Supermarket.
2. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
3. Food Service Provider.
4. Food Distributor.
5. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

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iii. "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

2. Hotel with an on-site Food Facility and 200 or more rooms.

3. Health facility with an on-site Food Facility and 100 or more beds.

4. Large Venue.

5. Large Event.

6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

7. A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

jjj. "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

9.03 Requirements for Single-Family Generators

Single-Family Organic Waste Generators shall comply with the following requirements:

a. Shall subscribe to District's Organic Waste collection services for all Organic Waste generated as described below in Section 9.03. District shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the District.

b. Shall participate in the District's Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

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9.04 Requirements for Commercial Businesses

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

a. Subscribe to District's three container collection services and comply with requirements of those services as described below in Section 9.04, except Commercial Businesses that meet the Self-Hauler requirements in Section 9.07 of this Code. District shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the District.

b. Except Commercial Businesses that meet the Self-Hauler requirements in Section 9.07 of this Code, participate in the District's Organic Waste collection service(s) by placing designated materials in designated containers as described below. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.

c. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors conforming with this section for employees, contractors, tenants, and customers, consistent with District's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 9.07.

d. Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal occurs. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

    1. A body or lid that conforms with the container colors provided through the collection service provided by District, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

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2. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

e. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Section 9.04 pursuant to 14 CCR Section 18984.9(b).

f. To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the District's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 9.07.

g. Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

h. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.

i. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

j. Provide or arrange access for District or its agent to their properties during all Inspections conducted in accordance with Section 9.09 of this Code to confirm compliance with the requirements of this ordinance.

k. If a Commercial Business wants to self haul, meet the Self-Hauler requirements in Section 9.07 of this Code.

l. Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

m. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 9.06.

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9.05 Waivers for Generators

a. De Minimis Waivers. District may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in subsection (a)(2) below. Commercial Businesses requesting a de minimis waiver shall:

1. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in subsection (a)(2) below.

2. Provide documentation that either:

   (a) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,

   (b) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

3. Notify the District if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.

4. Provide written verification of eligibility for de minimis waiver every 5 years, if District has approved de minimis waiver.

b. Physical Space Waivers. District may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the District has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 9.04.

Commercial Business or property owner may request a physical space waiver through the following process:

1. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.

2. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.

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3. Provide written verification to District that it is still eligible for physical space waiver every five years, if District has approved application for a physical space waiver.

c. Collection Frequency Waiver. District, at its discretion and in accordance with 14 CCR Section 18984.11(a)(3), may allow the owner or tenant of any residence, premises, business establishment or industry that subscribes to the District's three-container Organic Waste collection service to arrange for the collection of their Blue Container, Gray Container, or both once every fourteen days, rather than once per week.

9.06 Requirements for Commercial Edible Food Generators

a. Tier One Commercial Edible Food Generators must comply with the requirements of this Section 9 commencing January 1, 2023, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

b. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

c. Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

4. Allow District's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.

5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

(a) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

(b) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

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(c) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

(i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

(ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

(iii) The established frequency that food will be collected or self-hauled.

(iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

d. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

9.07 Requirements for Haulers

a. Exclusive franchise haulers providing residential, Commercial, or industrial Organic Waste collection services to generators within the District's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the District to collect Organic Waste:

1. Through written notice to the District annually on or before January 1, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.

2. Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.

3. Obtain approval from the District to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, and District's C&D ordinance.

b. Exclusive franchise haulers authorized to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement entered into with District.

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9.08 Self-Hauler Requirements

a. Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that District otherwise requires generators to separate for collection in the District's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

b. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

c. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the District. The records shall include the following information:

    1. Delivery receipts and weight tickets from the entity accepting the waste.

    2. The amount of material in cubic yards or tons transported by the generator to each entity.

    3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

d. A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in subsections (c) and (d).

9.09 Inspections and Investigations by District

a. District representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow District to enter the interior of a private residential property for Inspection.

b. Regulated entity shall provide or arrange for access during all Inspections (with the

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exception of residential property interiors) and shall cooperate with the District's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.

c. Any records obtained by the District during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

d. District representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

e. District shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

9.10 Enforcement

a. Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the District Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The District's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.

b. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. District may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. District may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of District staff and resources.

c. Enforcement pursuant to this ordinance may be undertaken by the District Enforcement Official, which may be the District General Manager or designee.

d. Process for Enforcement

1. District Enforcement Officials and/or their Designee will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Section 9.09 establishes District's right to conduct Inspections and investigations.

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2. District may issue an official notification to notify regulated entities of its obligations under the ordinance.

3. District shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.

4. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, District shall commence an action to impose penalties, via an administrative citation and fine. Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the District or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

e. Penalty Amounts for Types of Violations

The penalty levels are as follows:

1. For a first violation, the amount of the base penalty shall be $50 to $100 per violation.

2. For a second violation, the amount of the base penalty shall be $100 to $200 per violation.

3. For a third or subsequent violation, the amount of the base penalty shall be $250 to $500 per violation.

f. Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

1. The nature, circumstances, and severity of the violation(s).

2. The violator's ability to pay.

3. The willfulness of the violator's misconduct.

4. Whether the violator took measures to avoid or mitigate violations of this chapter.

5. Evidence of any economic benefit resulting from the violation(s).

6. The deterrent effect of the penalty on the violator.

7. Whether the violation(s) were due to conditions outside the control of the violator.

g. Compliance Deadline Extension Considerations

The District may extend the compliance deadlines set forth in a Notice of Violation

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issued in accordance with Section 9.10 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;

2. Delays in obtaining discretionary permits or other government agency approvals; or,

3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the District is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

h. Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with District's procedures in the District's codes for appeals of administrative citations. Evidence may be presented at the hearing. The District will appoint a hearing officer who shall conduct the hearing and issue a final written order.

i. Education Period for Non-Compliance

Beginning January 1, 2023 and through December 31, 2023, Jurisdiction will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if District determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2023, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

j. Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the District determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 9.10, as needed.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect on January 1, 2023.

SECTION 4. SEVERABILITY. If any section or provision of this ordinance or the application of it to any person, transaction or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this ordinance that can be given effect without the invalid or unenforceable provision, and to this end the provisions of this ordinance are declared to be severable.

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SECTION 5. PUBLICATION. The District Secretary is directed to publish this ordinance once in a newspaper of general circulation published in the District within 15 days after the adoption of the ordinance.

INTRODUCED by the Board of Directors on the 21st day of September 2022.

PASSED AND ADOPTED by the Board of Directors of the Rancho Murieta Community Services District at a regular meeting on the 19th day of October 2022 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tim Maybee
President, Board of Directors

Attest:

_____
Amelia Wilder, District Secretary

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RANCHO MURIETA COMMUNITY SERVICES DISTRICT

DISTRICT CODE
CHAPTER 31

SOLID WASTE COLLECTION AND DISPOSAL

Amended ~~June 16, 2021~~September 21, 2022
Ordinance O202~~1~~-05~~1~~

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DISTRICT CODE

CHAPTER 31

SOLID WASTE COLLECTION AND DISPOSAL

SECTION 1.00 Findings — Purpose of Provisions

The Board does find and determine that the storage, accumulation, collection and disposal of Solid Waste, and other discarded goods and material, is a service the District is authorized to provide, and is a matter of great public concern in that improper control of such matters can lead to air pollution, fire hazards, rat infestation, and other problems affecting the health, welfare and safety of the District. The Board declares that the regulations in Chapter 31 of this Code provided are designed to eliminate or alleviate such problems.

The Board further finds as follows:

a. Reduction of the amount of Solid Waste and conservation of recyclable materials is an important public concern of the District by reason of the growing problem of Solid Waste disposal and its impact on our environment;

b. Recycling conserves valuable material resources and energy, and promotes greater efficiency; and

c. Recycling will reduce the overall amount of Solid Waste presently generated, and thus reduce storage, collection, transportation and disposal costs for residents of the District.

SECTION 2.00 Definitions

Whenever in Chapter 31 of this Code, the following words or phrases are used; they shall have the meanings respectively ascribed to them in this section:

2.01 Bulky Waste or Large Items

Bulky Waste or Large Items shall mean materials including furniture, carpets, mattresses, clothing, tires, or some combination of such items in a container the dimensions and weight of which container does not exceed four feet by four feet by two feet (4'x4'x2') and sixty (60) pounds, which are attributed to the normal activities of a residential dwelling. Bulky Waste or Large Items must be generated by and at the physical location wherein the large items are collected. Bulky Waste shall not include Excluded Waste.

~~Bulky Waste or Large Items shall mean materials including furniture, carpets, mattresses, clothing, tires, large green waste, or some combination of such items in a container the dimensions and weight of which container does not exceed four feet by four feet by two feet (4'x4'x2') and sixty (60) pounds, which are attributed to the normal activities of a residential dwelling. Bulky Waste or Large Items must be generated by and at the physical location wherein the large items are collected. Bulky Waste shall not include Exempt Waste.~~

2.02 Board

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

2.03 Collection

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Collection shall mean the operation of gathering together and transporting to the point of disposal of Solid Waste and other waste material.

2.04 Cart or Container
Cart or Container shall mean a receptacle constructed of metal, rubber, plastic or a combination thereof.

2.05 Contractor
Contractor shall mean the person entering into a contract with the District for the collection and disposal of Solid Waste.

2.06 County
County shall mean the County of Sacramento.

2.07 Department
Department shall mean the Sacramento County Department of Public Works acting by, through and under the authority of the Director of Public Works, unless the context indicates otherwise.

2.08 Disposal
Disposal shall mean the complete operation of treating and disposing of the accumulations of Solid Waste and the product or residue arising from such treatment.

2.09 District
District shall mean the Rancho Murieta Community Services District.

2.10 ~~Exempt~~Excluded Waste
~~Exempt~~Excluded Waste shall mean biohazardous or biomedical waste; hazardous waste sludge; Manure or Stable Matter; organic waste more than five (5) feet in length or with a diameter more than six (6) inches or a weight more than fifty (50) pounds; electronic equipment such as televisions, stereos, computers, monitors, VCR's and similar items; and refrigerators, ranges, water heaters, freezers and similar household appliances; boats and boat trailers; automobiles; automobile parts; internal combustion engines; lead-acid batteries; and those wastes under the control of the Nuclear Regulatory Commission.

2.11

Food Waste

Food Waste shall mean all putrescible waste, which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with, or results from the storage, preparation, cooking or handling of food materials. Food Waste must be generated by and at the physical location wherein the Food Waste is collected.

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~~**Garbage**~~

~~**Garbage shall mean all putrescible waste, which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with, or results from the storage, preparation, cooking or handling of food materials. Garbage must be generated by and at the physical location wherein the Garbage is collected.**~~

2.12 Green Waste

Green Waste shall mean any vegetative matter resulting from normal yard and landscaping maintenance. Green Waste includes plant debris, such as grass clippings, leaves, pruning, weeds, branches, brush, Christmas trees, and other forms of organic waste not more than five (5) feet in its longest dimension or with a diameter not more than six (6) inches or weights more than fifty (50) pounds and must be generated by and at the physical location wherein the Green Waste are collected.

2.12 Organic Waste

Organic Waste shall mean Solid Waste containing material originated from living organisms and their metabolic waste products, including but not limited to Food Waste, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46).

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2.13~~3~~ Manure or Stable Matter

Manure or Stable Matter shall mean any waste matter normally accumulated in stables, or in livestock or poultry enclosures.

2.14 Recyclable Materials

Recyclable Materials shall mean those materials that are capable of being recycled and which would otherwise be processed or dispose of as Food Waste or Rubbish. Recyclable Materials include: newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft brown bags and paper, paperboard, paper egg cartons, office ledger paper, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); steel, including "tin" cans and small scrap (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; mixed plastics such as plastic bags, plastic film, plastic containers (1-7), and bottles including containers made of HDPE, LDPE, PET, or PVC; textiles; aseptic containers; and polystyrene.

~~**2.14 Recyclable Materials**~~

~~Recyclable Materials shall mean those materials that are capable of being recycled and which would otherwise be processed or dispose of as garbage or rubbish. Recyclable Materials include: newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft brown bags and paper, paperboard, paper egg cartons, office ledger paper, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); steel, including "tin" cans and small scrap (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; mixed plastics such as plastic bags, plastic film, plastic containers (1-7), and bottles including containers made of HDPE, LDPE, PET, or PVC; textiles; aseptic containers; and polystyrene.~~

2.15 Rubbish

Rubbish shall mean accumulation of refuse, paper, excelsior, rags, wooden boxes and containers, sweep-ups, and all other accumulations of a nature other than Food Waste, Organic Waste or Recyclable Materials. Rubbish must be generated by and at the physical location wherein the Rubbish is collected.

~~**2.15 Rubbish**~~

~~Rubbish shall mean accumulation of refuse, paper, excelsior, rags, wooden boxes and containers, sweep-ups, and all other accumulations of a nature other than Garbage, Green Waste or Recyclable Materials. Rubbish must be generated by and at the physical location wherein the Rubbish is collected.~~

2.16 Solid Waste

Solid Waste shall mean Food Waste, Organic Waste, Large Items, Recyclable Materials, or Rubbish that is generated or accumulates in homes, hotels, restaurants, businesses, offices or government buildings. Solid Waste must be generated by and at the physical location wherein the Solid Waste is collected. Solid Waste shall not include Excluded Waste.

~~**2.16 Solid Waste**~~

~~Solid Waste shall mean Garbage, Green Waste, Large Items, Recyclable Materials, or Rubbish that is generated or accumulates in homes, hotels, restaurants, businesses, offices or government buildings. Solid Waste must be generated by and at the physical location wherein the Solid Waste is collected. Solid Waste shall not include Exempt Waste.~~

SECTION 3.00 Mandatory Service

3.01 Mandatory Service

Except as otherwise expressly provided by this Chapter, the owner, tenant, or occupant of every improved parcel (parcel with one or more residential buildings approved for occupancy) located within the District shall subscribe to Solid Waste Collection Service provided by the District.

3.02 Exceptions to Mandatory Service

A residential construction contractor, commercial gardener and those engaged in the business of cleaning residential properties and employees thereof, when collecting or transporting Solid Waste consisting of by-products of the services provided to a lawful disposal location.

~~**3.03 Exemptions from Green Waste Collection**~~

~~District residents that do not generate any green waste may apply to the District for an exemption from green waste collection. If exemptions are granted by the District, residents receiving the exemptions shall be entitled to reduction on the monthly collection rate as established by the Board and will not be provided with a green waste cart.~~

SECTION 4.00 Exclusive Right of Collection

The District and its duly authorized agents, servants, and employees, or any Contractor with whom the District may at any time enter into a contract therefore, and the agents, servants, and employees of such contractor, while any such contract shall be in force, shall have the exclusive right to gather, collect and remove Solid Waste from all premises in the District; and no person other than those above specified shall gather, collect or remove any Solid Waste, or convey or transport any Solid Waste in, along or over any public streets, alley or highway in the District, or take any Solid Waste from any container in which the same may be placed for collection or removal, or interfere with or disturb any such container from any location where the same is placed by the owner thereof; provided, however, that nothing in this section contained shall be deemed to prohibit the occupant of any dwelling house from himself removing any Solid Waste accumulated on the premises occupied by him as a dwelling house and disposing of the same in a lawful manner, or to prohibit any person from gathering, collecting or removing from the premises occupied by him

any Solid Waste.

4.01 Collection by District – Applicable Provisions:

a. The District may provide for the collection and disposal of Solid Waste from all premises in the District. When the District so acts, the following provisions shall be applicable. Such collection and disposal shall be accomplished at least once each calendar week. Such provisions may be made either by letting a contract for such collection and removal or otherwise. The District shall have charge and supervision of such collection and removal and shall prescribe and establish routes and days for the collection and removal of Solid Waste from the various parts of the District so as to conform to the provisions of this Chapter 31 of this Code and may change the same from time to time. When such routes or days of collection are established or changed, the District shall give notice thereof in such manner as the District deems best. Every person desiring to have the District collect and remove Solid Waste from any premises in the District shall place and keep the same in such containers as are required by this Chapter.

b. When the collection of Solid Waste is desired, the containers shall be placed along the street curb in front of the premises from which the Solid Waste is to be removed or in such other location designated by the District. No person shall place any cart for or containing Solid Waste in any street or public highway of the District before 5:00 p.m. prior to the day of collection or allow any cart for Solid Waste placed by him or her in any such street or other collection location after 7:00 a.m. on the day following collection.

c. When the collection of Bulky Waste is desired, residents may place Bulky Waste along the street curb in front of the premises from which the Bulky Waste is to be removed no earlier than 5:00 p.m. prior to the scheduled day of Bulky Waste collection.

4.02 Collection by Independent Contractor

If the Board has the collection and disposal of Solid Waste collected by an independent contractor or contractors, the contract shall be made under such terms and conditions as may be prescribed by resolution and set forth in such contract.

4.03 Collection Rates and Billings

a. Rates

The rates for collection of Solid Waste from premises in the District shall be those rates that the Board may determine and establish from time to time by ordinance. The Board may establish rates for residential collection without establishing rates for commercial or industrial collection.

1. Gray Cart Collection Services

38-gallon cart	$ 23.42
64-gallon cart	$ 27.82
96-gallon cart	$ 44.97

2. Additional Gray Carts

38-gallon cart	$ 9.72
64-gallon cart	$ 12.61
96-gallon cart	$ 27.69

3. Additional Recycling Cart (in excess of 1 recycled cart)

38-gallon cart	N/A
64-gallon cart	$ 6.91
96-gallon cart	$ 6.91

4. Additional Green Waste Cart (in excess of 2 green waste carts)

38-gallon cart	N/A
64-gallon cart	$ 6.91
96-gallon cart	$ 6.91

5. Sacramento County Surcharge $ 2.00

b. Collection of Charges for Collection Services

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

c. Billing

All solid waste accounts shall be billed monthly.

d. Due Date

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

e. Delinquency

A bill for service is delinquent if not paid and received at the Rancho Murieta Community Services District office by the 25th day of the month following the month in which the bill was mailed.

f. Delinquency Penalty

1. A one-time basic penalty of ten percent (10%) of the delinquent service charges shall be added to each delinquent bill for the first month the bill is delinquent.

2. After levying the basic penalty provided in in the preceding subsection, the District shall thereafter levy an additional penalty of one percent (1%) per month to all delinquent charges and basic penalties remaining unpaid, until and unless the Board requests the County Auditor to include the amount of all delinquent rates, charges and penalties for collection on the County property tax roll as set forth in the succeeding subsection. Monies paid when any portion of an account is delinquent shall first be credited to interest and penalties, then to the delinquent portion of the bill, and then to the current portion of the bill.

g. Collection of Delinquent Charges on County Tax Roll

All rates, charges, penalties, and interest, which remain delinquent, may be collected on the County property tax roll in the same manner as property taxes in accordance with Government Code section 61115(b), provided that the District shall first have given the property owner notice and an opportunity to be heard as provided by law. After delinquent amounts have been turned over to the County Auditor for collection, no payment shall be received by the District on the delinquent amounts except as collected by the County Tax Collector. *(Added by Ordinance 2019-03)*

~~**4.03 Collection Rates and Billings**~~

~~a. Rates~~

~~The rates for collection of Solid Waste from premises in the District shall be those rates that the Board may determine and establish from time to time by ordinance. The Board may establish rates for residential collection without establishing rates for commercial or industrial collection. *(Amended by Ordinance 2021-01)*~~

~~(1) Garbage Collection Services~~

~~38 gallon cart~~	~~$ 23.42~~
~~64 gallon cart~~	~~$ 27.82~~
~~96 gallon cart~~	~~$ 44.97~~

~~(2) Additional Garbage Carts~~

~~38 gallon cart~~	~~$ 9.72~~
~~64 gallon cart~~	~~$ 12.61~~
~~96 gallon cart~~	~~$ 27.69~~

~~(3) Additional Recycling Cart (in excess of 1 recycled cart)~~

~~38 gallon cart~~	~~N/A~~
~~64 gallon cart~~	~~$ 6.91~~
~~96 gallon cart~~	~~$ 6.91~~

~~(4) Additional Green Waste Cart (in excess of 2 green waste carts)~~

~~38 gallon cart~~	~~N/A~~
~~64 gallon cart~~	~~$ 6.91~~
~~96 gallon cart~~	~~$ 6.91~~

~~(5) Sacramento County Surcharge~~	~~$ 2.00~~

~~b. Collection of Charges for Collection Services~~

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

~~c. Billing~~

~~All solid waste accounts shall be billed monthly.~~

~~d. Due Date~~

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

~~e. Delinquency~~

~~A bill for service is delinquent if not paid and received at the Rancho Murieta Community Services District office by the 25th day of the month following the month in which the bill was mailed.~~

~~f. Delinquency Penalty~~

~~1. A one-time basic penalty of ten percent (10%) of the delinquent service charges shall be added to each delinquent bill for the first month the bill is delinquent.~~

~~2. After levying the basic penalty provided in Section 4.03(f)(1), the District shall thereafter levy an additional penalty of one percent (1%) per month to all delinquent charges and basic penalties remaining unpaid, until and unless the Board requests the County Auditor to include the amount of all delinquent rates, charges and penalties for collection on the County property tax roll as set forth in Section 4.03(g). Monies paid when any portion of an account is delinquent shall first be credited to interest and penalties, then to the delinquent portion of the bill, and then to the current portion of the bill.~~

~~g. Collection of Delinquent Charges on County Tax Roll~~

~~All rates, charges, penalties, and interest, which remain delinquent, may be collected on the County property tax roll in the same manner as property taxes in accordance with Government Code section 61115(b), provided that the District shall first have given the property owner notice and an opportunity to be heard as provided by law. After delinquent amounts have been turned over to the County Auditor for collection, no payment shall be received by the District on the delinquent amounts except as collected by the County Tax Collector. *(Added by Ordinance 2019-03)*~~

4.04 Collection Hours and Collection Days

Residential collection starts no earlier than 7:00 a.m. and terminates no later than 5:00 p.m. Residential collection may occur on Tuesdays, Wednesdays, or Thursdays.

4.05 Carts, Containers, and Lawn and Leaf Bags

No person shall dump any Solid Waste nor deposit the same in anything except a cart for holding Solid Waste. Each cart shall be as follows:

h. Gray Cart

A heavy plastic receptacle with a rated capacity of at least thirty-two (32) and not more than ninety-six (96) gallons, having a hinged tight-fitting lid and wheels, that is approved by the District and is labeled appropriately labeled as a garbage cart.

i. Organic Waste Cart

A heavy plastic receptacle with a rated capacity at least thirty-two (32) gallons and not exceeding ninety-six (96) gallons, having a hinged, tight fitting lid and wheels that are approved for such purpose by the District and is appropriately labeled as an organic waste cart. Organic Waste is further governed by Section 9 of this Code.

j. Recycling Cart

A heavy plastic receptacle with a rated capacity of at least thirty-two (32) gallons and not more than ninety-six (96) gallons, having a hinged tight-fitting lid, and wheels that is approved for such purpose by the District and is appropriately labeled as a recycling cart.

k. Used Oil Container

A plain copoly container provided by the District or its designee for the accumulation of used oil that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid and has a label designating it for use as a used oil container.

l. Lawn and Leaf Bags

During the four (4) month period beginning October 1 and ending January 31 and annually thereafter during the term of this Contract, Service Recipients may place unlimited amounts of leaves at the curb alongside their Organic Waste Cart as part of Green Waste Collection Service. The leaves shall be placed in plastic lawn and leaf bags and closed in such a manner as to contain the leaves during Collection. Leaves must be generated by and at the Residential Service Unit wherein the leaves are collected. During this period, CONTRACTOR shall Collect and dispose of all leaves that are properly bagged and placed at the curb at no additional charge to the Service Recipient.

~~**4.05 Carts, Containers, and Lawn and Leaf Bags**~~

~~No person shall dump any Solid Waste nor deposit the same in anything except a cart for holding Solid Waste. Each cart shall be as follows:~~

~~a. Garbage Cart~~

~~A heavy plastic receptacle with a rated capacity of at least thirty-two (32) and not more than ninety-six (96) gallons, having a hinged tight-fitting lid and wheels, that is approved by the District and is labeled appropriately labeled as a garbage cart.~~

~~b. Green Waste Cart~~

~~A heavy plastic receptacle with a rated capacity at least thirty-two (32) gallons and not exceeding ninety-six (96) gallons, having a hinged, tight-fitting lid and wheels that are approved for such purpose by the District and is appropriately labeled as a green waste cart.~~

~~c. Recycling Cart~~

~~A heavy plastic receptacle with a rated capacity of at least thirty-two (32) gallons and not more than ninety-six (96) gallons, having a hinged tight-fitting lid, and wheels that is approved for such purpose by the District and is appropriately labeled as a recycling cart.~~

~~d. Used Oil Container~~

~~A plain copoly container provided by the District or its designee for the accumulation of used oil that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid and has a label designating it for use as a used oil container.~~

~~e. Lawn and Leaf Bags~~

~~During the four (4) month period beginning October 1 and ending January 31 and annually thereafter during the term of this Contract, Service Recipients may place unlimited amounts of leaves at the curb alongside their Green Waste Cart as part of Green Waste Collection Service. The leaves shall be placed in plastic lawn and leaf bags and closed in such a manner~~

~~as to contain the leaves during Collection. Leaves must be generated by and at the Residential Service Unit wherein the leaves are collected. During this period, CONTRACTOR shall Collect and dispose of all leaves that are properly bagged and placed at the curb at no additional charge to the Service Recipient~~.

4.06 Solid Waste Burning

No person shall burn any Solid Waste within the District without having first complied with all rules and regulations of the District, the county, the air pollution control district and the state.

4.07 Depositing in Streets

No person shall throw, place, scatter or deposit any Solid Waste, ~~Exempt~~Excluded Waste, or other waste of any kind or composition in or upon any public street or highway in the District except as herein expressly authorized, nor throw, place, scatter or deposit any Solid Waste, ~~Exempt~~Excluded Waste, or other waste of any kind or composition upon or below the surface of any premises in such a manner that the same is or may become a nuisance or endanger the public health.

SECTION 5.00 Recyclable Materials - Property Rights - Collection by Unauthorized Persons

5.01 Property Rights

From time of placement of Recyclable Materials at the curb or in recycling shelters for collection in accordance with the District's recycling program, such Recyclable Materials shall be and become the property of the District or its authorized agent. It shall be a violation of the ordinance codified in this section for any person unauthorized by the District to collect or pick up or cause to be collected or picked up any such items. Any and each such collection in violation hereof from one or more locations shall constitute a separate and distinct offense punishable as hereinafter provided.

5.02 Violation

Violation of any provision of this Chapter shall constitute a misdemeanor punishable in the manner prescribed by the laws of the State.

5.03 Recyclable Material—Owner's Rights

Nothing in Chapter 31 shall limit the right of any person to donate, sell, or otherwise dispose of his or her Recyclable Materials.

SECTION 6.00 Construction and Demolition Refuse

6.01 Storage

No Solid Waste from building construction or demolition may be stored on site and in the open. All Solid Waste from construction and demolition shall be placed and contained in commercial type debris containers. Solid Waste, which may be transported by the wind shall be placed in suitable Containers daily and removed as necessary. Adequate storage capacity shall be provided to prevent littering of surrounding areas.

6.02 Disposal

Solid Waste from construction and demolition shall not be disposed in residential garbage, recycle or yard waste containers.

SECTION 7.00 Dumping Solid Waste

7.01 On Public Property

No person shall dispose of or dump upon any public or commonly owned property or street of the District or upon any property of another, except such property as may be provided and set apart for such use by the District, Solid Waste, ~~Exempt~~Excluded Waste, or other waste of any kind or composition. The Board may enter into a contract for the collection and disposal of the Solid Waste, and may provide such rules for the regulation thereof as it may from time to time deem best and necessary.

7.02 On Private Property

No person shall dispose of or dump upon any private property within the District any Solid Waste, ~~Exempt~~Excluded Waste or other waste of any kind or composition.

SECTION 8.0 Residential Solid Waste Collection Vehicles

No person authorized to engage in residential Solid Waste collection service shall operate any truck-mounted Solid Waste loading and/or compacting equipment or similar device in any manner so as to create any noise exceeding seventy-five (75) dBA, measured at a distance of twenty-five (25) feet measured at an elevation of five (5) feet above ground level using the "A" scale of the standard sound level meter at slow response from the equipment in an open. If requested by the District, residential collection vehicles are to be tested annually during the months of March and April, beginning March of 2006, and certificates of testing showing that the vehicles met the requirements of this section.

SECTION 9.00 Mandatory Organic Waste Disposal Reduction

9.01 Purpose and Findings

The District finds and declares:

a. State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

b. State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires jurisdictions to implement a Mandatory Commercial Recycling program.

c. State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid

Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires jurisdictions to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires jurisdictions to implement a Mandatory Commercial Organics Recycling program.

d. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

e. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

9.02 Definitions

In addition to those definitions provided in Section 1 of this Code, whenever in Section 9 of this Code, the following words or phrases are used; they shall have the meanings respectively ascribed to them in this section:

a. "Blue Container" has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.

b. "CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others).

c. "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

d. "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

e. "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Section 9.02 of this Code or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

f. "Compliance Review" means a review of records by the District to determine compliance with this ordinance.

g. "Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

h. "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

i. "Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

j. "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

k. "C&D" means construction and demolition debris.

l. "Designee" means an entity that the District contracts with or otherwise arranges to carry out any of the District's responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

m. "District Enforcement Official" means the District General Manager or authorized Designee(s) who is/are partially or whole responsible for enforcing the ordinance.

n. "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

o. "Enforcement Action" means an action of the District to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

p. "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the District and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste

that in District's, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose District, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of household batteries and motor oil and filters in compliance with Sections 41500 and 41802 of the California Public Resources Code.

q. "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

r. "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.

s. "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

t. "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

   1. A food bank as defined in Section 113783 of the Health and Safety Code;

   2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

   3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7). If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

u. "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

v. "Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

w. "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

x. "Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

y. "Food Waste" means Food Scraps, Food-Soiled Paper, and Compostable Plastics.

z. "Gray Container" has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.

aa. "Gray Container Waste" means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).

bb. "Green Container" has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

cc. "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

dd. "Hauler Route" means the designated itinerary or sequence of stops for each segment of the District's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

ee. "High Diversion Organic Waste Processing Facility" means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the "Mixed waste organic collection stream" as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

ff. "Inspection" means a site visit where the District reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

gg. "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

hh. "Large Venue" means a permanent venue facility that annually seats or serves an average

of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

ii. "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

jj. "Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

kk. "Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

ll. "Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

mm. "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

nn. "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

oo. "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

pp. "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

qq. "Prohibited Container Contaminants" means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the District's Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic

Waste for the District's Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in District's Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.

rr. "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

ss. "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

tt. "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

uu. "Renewable Gas" means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

vv. "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

ww. "Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

xx. "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

yy. "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

zz. "Self-Hauler" means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

aaa. "Single-Family" means of, from, or pertaining to any residential premises with fewer

than five (5) units.

bbb. "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

1. Hazardous waste, as defined in the State Public Resources Code Section 40141.

2. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).

3. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

ccc. "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.

ddd. "Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

eee. "Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

fff. "State" means the State of California.

ggg. "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars ($2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

hhh. "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

1. Supermarket.

2. Grocery Store with a total facility size equal to or greater than 10,000 square feet.

3. Food Service Provider.

4. Food Distributor.

5. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

iii. "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

2. Hotel with an on-site Food Facility and 200 or more rooms.

3. Health facility with an on-site Food Facility and 100 or more beds.

4. Large Venue.

5. Large Event.

6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

7. A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

jjj. "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

9.03 Requirements for Single-Family Generators

Single-Family Organic Waste Generators shall comply with the following requirements:

a. Shall subscribe to District's Organic Waste collection services for all Organic Waste generated as described below in Section 9.03. District shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of

materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the District.

b. Shall participate in the District's Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

9.04 Requirements for Commercial Businesses

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

a. Subscribe to District's three container collection services and comply with requirements of those services as described below in Section 9.04, except Commercial Businesses that meet the Self-Hauler requirements in Section 9.07 of this Code. District shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the District.

b. Except Commercial Businesses that meet the Self-Hauler requirements in Section 9.07 of this Code, participate in the District's Organic Waste collection service(s) by placing designated materials in designated containers as described below. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.

c. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors conforming with this section for employees, contractors, tenants, and customers, consistent with District's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 9.07.

d. Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal occurs. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

   1. A body or lid that conforms with the container colors provided through the collection service provided by District, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to

color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

2. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

e. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Section 9.04 pursuant to 14 CCR Section 18984.9(b).

f. To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the District's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 9.07.

g. Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

h. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.

i. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

j. Provide or arrange access for District or its agent to their properties during all Inspections conducted in accordance with Section 9.09 of this Code to confirm compliance with the requirements of this ordinance.

k. *If a Commercial Business wants to self haul, meet the Self-Hauler requirements in Section 9.07 of this Code.*

l. Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

m. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators

shall comply with Food Recovery requirements, pursuant to Section 9.06.

9.05 Waivers for Generators

a. De Minimis Waivers. District may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in subsection (a)(2) below. Commercial Businesses requesting a de minimis waiver shall:

1. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in subsection (a)(2) below.

2. Provide documentation that either:

(a) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,

(b) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

3. Notify the District if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.

4. Provide written verification of eligibility for de minimis waiver every 5 years, if District has approved de minimis waiver.

b. Physical Space Waivers. District may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the District has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 9.04.

Commercial Business or property owner may request a physical space waiver through the following process:

1. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.

2. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.

3. Provide written verification to District that it is still eligible for physical space waiver every five years, if District has approved application for a physical space waiver.

c. Collection Frequency Waiver. District, at its discretion and in accordance with 14 CCR Section 18984.11(a)(3), may allow the owner or tenant of any residence, premises, business establishment or industry that subscribes to the District's three-container Organic Waste collection service to arrange for the collection of their Blue Container, Gray Container, or both once every fourteen days, rather than once per week.

9.06 Requirements for Commercial Edible Food Generators

a. Tier One Commercial Edible Food Generators must comply with the requirements of this Section 9 commencing January 1, 2023, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

b. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

c. Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

4. Allow District's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.

5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

(a) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

(b) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

(c) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

(i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

(ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

(iii) The established frequency that food will be collected or self-hauled.

(iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

d. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

9.07 Requirements for Haulers

a. Exclusive franchise haulers providing residential, Commercial, or industrial Organic Waste collection services to generators within the District's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the District to collect Organic Waste:

1. Through written notice to the District annually on or before January 1, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.

2. Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.

3. Obtain approval from the District to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, and District's C&D ordinance.

b. Exclusive franchise haulers authorized to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement entered into with District.

9.08 Self-Hauler Requirements

a. Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that District otherwise requires generators to separate for collection in the District's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

b. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that

recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

c. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the District. The records shall include the following information:

   1. Delivery receipts and weight tickets from the entity accepting the waste.

   2. The amount of material in cubic yards or tons transported by the generator to each entity.

   3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

d. A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in subsections (c) and (d).

9.09 Inspections and Investigations by District

a. District representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow District to enter the interior of a private residential property for Inspection.

b. Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the District's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.

c. Any records obtained by the District during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

d. District representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

e. District shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

9.10 Enforcement

a. Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the District Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The District's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.

b. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. District may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. District may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of District staff and resources.

c. Enforcement pursuant to this ordinance may be undertaken by the District Enforcement Official, which may be the District General Manager or designee.

d. Process for Enforcement

1. District Enforcement Officials and/or their Designee will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Section 9.09 establishes District's right to conduct Inspections and investigations.

2. District may issue an official notification to notify regulated entities of its obligations under the ordinance.

3. District shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.

4. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, District shall commence an action to impose penalties, via an administrative citation and fine. Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the District or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

e. Penalty Amounts for Types of Violations

The penalty levels are as follows:

1. For a first violation, the amount of the base penalty shall be $50 to $100 per violation.
2. For a second violation, the amount of the base penalty shall be $100 to $200 per violation.
3. For a third or subsequent violation, the amount of the base penalty shall be $250 to $500 per violation.

f. Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

1. The nature, circumstances, and severity of the violation(s).
2. The violator's ability to pay.
3. The willfulness of the violator's misconduct.
4. Whether the violator took measures to avoid or mitigate violations of this chapter.
5. Evidence of any economic benefit resulting from the violation(s).
6. The deterrent effect of the penalty on the violator.
7. Whether the violation(s) were due to conditions outside the control of the violator.

g. Compliance Deadline Extension Considerations

The District may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 9.10 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the District is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

h. Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with District's procedures in the District's codes for appeals of administrative citations. Evidence may be presented at the hearing. The District will appoint a hearing officer who shall conduct the hearing and issue a final written order.

i. Education Period for Non-Compliance

Beginning January 1, 2023 and through December 31, 2023, Jurisdiction will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if District determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2023, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

j. Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the District determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 9.10, as needed.

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

DISTRICT CODE
CHAPTER 31

SOLID WASTE COLLECTION AND DISPOSAL



Amended September 21, 2022
Ordinance O202-05

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DISTRICT CODE

CHAPTER 31

SOLID WASTE COLLECTION AND DISPOSAL

SECTION 1.00 Findings — Purpose of Provisions

The Board does find and determine that the storage, accumulation, collection and disposal of Solid Waste, and other discarded goods and material, is a service the District is authorized to provide, and is a matter of great public concern in that improper control of such matters can lead to air pollution, fire hazards, rat infestation, and other problems affecting the health, welfare and safety of the District. The Board declares that the regulations in Chapter 31 of this Code provided are designed to eliminate or alleviate such problems.

The Board further finds as follows:

a. Reduction of the amount of Solid Waste and conservation of recyclable materials is an important public concern of the District by reason of the growing problem of Solid Waste disposal and its impact on our environment;

b. Recycling conserves valuable material resources and energy, and promotes greater efficiency; and

c. Recycling will reduce the overall amount of Solid Waste presently generated, and thus reduce storage, collection, transportation and disposal costs for residents of the District.

SECTION 2.00 Definitions

Whenever in Chapter 31 of this Code, the following words or phrases are used; they shall have the meanings respectively ascribed to them in this section:

2.01 Bulky Waste or Large Items

Bulky Waste or Large Items shall mean materials including furniture, carpets, mattresses, clothing, tires, or some combination of such items in a container the dimensions and weight of which container does not exceed four feet by four feet by two feet (4'x4'x2') and sixty (60) pounds, which are attributed to the normal activities of a residential dwelling. Bulky Waste or Large Items must be generated by and at the physical location wherein the large items are collected. Bulky Waste shall not include Excluded Waste.

2.02 Board

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

2.03 Collection

Collection shall mean the operation of gathering together and transporting to the point of disposal of Solid Waste and other waste material.

2.04 Cart or Container

Cart or Container shall mean a receptacle constructed of metal, rubber, plastic or a combination thereof.

2.05 Contractor

Contractor shall mean the person entering into a contract with the District for the collection and disposal of Solid Waste.

2.06 County

County shall mean the County of Sacramento.

2.07 Department

Department shall mean the Sacramento County Department of Public Works acting by, through and under the authority of the Director of Public Works, unless the context indicates otherwise.

2.08 Disposal

Disposal shall mean the complete operation of treating and disposing of the accumulations of Solid Waste and the product or residue arising from such treatment.

2.09 District

District shall mean the Rancho Murieta Community Services District.

2.10 Excluded Waste

Excluded Waste shall mean biohazardous or biomedical waste; hazardous waste sludge; Manure or Stable Matter; organic waste more than five (5) feet in length or with a diameter more than six (6) inches or a weight more than fifty (50) pounds; electronic equipment such as televisions, stereos, computers, monitors, VCR's and similar items; and refrigerators, ranges, water heaters, freezers and similar household appliances; boats and boat trailers; automobiles; automobile parts; internal combustion engines; lead-acid batteries; and those wastes under the control of the Nuclear Regulatory Commission.

2.11

Food Waste

Food Waste shall mean all putrescible waste, which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with, or results from the storage, preparation, cooking or handling of food materials. Food Waste must be generated by and at the physical location wherein the Food Waste is collected.

2.12 Organic Waste

Organic Waste shall mean Solid Waste containing material originated from living organisms and their metabolic waste products, including but not limited to Food Waste, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46).

2.13 Manure or Stable Matter

Manure or Stable Matter shall mean any waste matter normally accumulated in stables, or in livestock or poultry enclosures.

2.14 Recyclable Materials

Recyclable Materials shall mean those materials that are capable of being recycled and which would otherwise be processed or dispose of as Food Waste or Rubbish. Recyclable Materials include: newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft brown bags and paper, paperboard, paper egg cartons, office ledger paper, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); steel, including "tin" cans and small scrap (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; mixed plastics such as plastic bags, plastic film, plastic containers (1-7), and bottles including containers made of HDPE, LDPE, PET, or PVC; textiles; aseptic containers; and polystyrene.

2.15 Rubbish

Rubbish shall mean accumulation of refuse, paper, excelsior, rags, wooden boxes and containers, sweep-ups, and all other accumulations of a nature other than Food Waste, Organic Waste or Recyclable Materials. Rubbish must be generated by and at the physical location wherein the Rubbish is collected.

2.16 Solid Waste

Solid Waste shall mean Food Waste, Organic Waste, Large Items, Recyclable Materials, or Rubbish that is generated or accumulates in homes, hotels, restaurants, businesses, offices or government buildings. Solid Waste must be generated by and at the physical location wherein the Solid Waste is collected. Solid Waste shall not include Excluded Waste.

SECTION 3.00 Mandatory Service

3.01 Mandatory Service

Except as otherwise expressly provided by this Chapter, the owner, tenant, or occupant of every improved parcel (parcel with one or more residential buildings approved for occupancy) located within the District shall subscribe to Solid Waste Collection Service provided by the District.

3.02 Exceptions to Mandatory Service

A residential construction contractor, commercial gardener and those engaged in the business of cleaning residential properties and employees thereof, when collecting or transporting Solid Waste consisting of by-products of the services provided to a lawful disposal location.

SECTION 4.00 Exclusive Right of Collection

The District and its duly authorized agents, servants, and employees, or any Contractor with whom the District may at any time enter into a contract therefore, and the agents, servants, and employees of such contractor, while any such contract shall be in force, shall have the exclusive right to gather, collect and remove Solid Waste from all premises in the District; and no person other than those above specified shall gather, collect or remove any Solid Waste, or convey or transport any Solid Waste in, along or over any public streets, alley or highway in the District, or take any Solid Waste from any container in which the same may be placed for collection or removal, or interfere with or disturb any such container from any location

where the same is placed by the owner thereof; provided, however, that nothing in this section contained shall be deemed to prohibit the occupant of any dwelling house from himself removing any Solid Waste accumulated on the premises occupied by him as a dwelling house and disposing of the same in a lawful manner, or to prohibit any person from gathering, collecting or removing from the premises occupied by him any Solid Waste.

4.01 Collection by District – Applicable Provisions:

a. The District may provide for the collection and disposal of Solid Waste from all premises in the District. When the District so acts, the following provisions shall be applicable. Such collection and disposal shall be accomplished at least once each calendar week. Such provisions may be made either by letting a contract for such collection and removal or otherwise. The District shall have charge and supervision of such collection and removal and shall prescribe and establish routes and days for the collection and removal of Solid Waste from the various parts of the District so as to conform to the provisions of this Chapter 31 of this Code and may change the same from time to time. When such routes or days of collection are established or changed, the District shall give notice thereof in such manner as the District deems best. Every person desiring to have the District collect and remove Solid Waste from any premises in the District shall place and keep the same in such containers as are required by this Chapter.

b. When the collection of Solid Waste is desired, the containers shall be placed along the street curb in front of the premises from which the Solid Waste is to be removed or in such other location designated by the District. No person shall place any cart for or containing Solid Waste in any street or public highway of the District before 5:00 p.m. prior to the day of collection or allow any cart for Solid Waste placed by him or her in any such street or other collection location after 7:00 a.m. on the day following collection.

c. When the collection of Bulky Waste is desired, residents may place Bulky Waste along the street curb in front of the premises from which the Bulky Waste is to be removed no earlier than 5:00 p.m. prior to the scheduled day of Bulky Waste collection.

4.02 Collection by Independent Contractor

If the Board has the collection and disposal of Solid Waste collected by an independent contractor or contractors, the contract shall be made under such terms and conditions as may be prescribed by resolution and set forth in such contract.

4.03 Collection Rates and Billings

a. Rates

The rates for collection of Solid Waste from premises in the District shall be those rates that the Board may determine and establish from time to time by ordinance. The Board may establish rates for residential collection without establishing rates for commercial or industrial collection.

1. Gray Cart Collection Services

38-gallon cart	$ 23.42
64-gallon cart	$ 27.82
96-gallon cart	$ 44.97

2. Additional Gray Carts

38-gallon cart	$ 9.72
64-gallon cart	$ 12.61
96-gallon cart	$ 27.69

3. Additional Recycling Cart (in excess of 1 recycled cart)

38-gallon cart	N/A
64-gallon cart	$ 6.91
96-gallon cart	$ 6.91

4. Additional Green Waste Cart (in excess of 2 green waste carts)

38-gallon cart	N/A
64-gallon cart	$ 6.91
96-gallon cart	$ 6.91

5. Sacramento County Surcharge $ 2.00

b. Collection of Charges for Collection Services

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

c. Billing

All solid waste accounts shall be billed monthly.

d. Due Date

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

e. Delinquency

A bill for service is delinquent if not paid and received at the Rancho Murieta Community Services District office by the 25th day of the month following the month in which the bill was mailed.

f. Delinquency Penalty

1. A one-time basic penalty of ten percent (10%) of the delinquent service charges shall be added to each delinquent bill for the first month the bill is delinquent.

2. After levying the basic penalty provided in in the preceding subsection, the District shall thereafter levy an additional penalty of one percent (1%) per month to all delinquent charges and basic penalties remaining unpaid, until and unless the Board requests the County Auditor to include the amount of all delinquent rates, charges and penalties for collection on the County property tax roll as set forth in the succeeding subsection. Monies paid when any portion of an account is delinquent shall first be

credited to interest and penalties, then to the delinquent portion of the bill, and then to the current portion of the bill.

g. Collection of Delinquent Charges on County Tax Roll

All rates, charges, penalties, and interest, which remain delinquent, may be collected on the County property tax roll in the same manner as property taxes in accordance with Government Code section 61115(b), provided that the District shall first have given the property owner notice and an opportunity to be heard as provided by law. After delinquent amounts have been turned over to the County Auditor for collection, no payment shall be received by the District on the delinquent amounts except as collected by the County Tax Collector. *(Added by Ordinance 2019-03)*

4.04 Collection Hours and Collection Days

Residential collection starts no earlier than 7:00 a.m. and terminates no later than 5:00 p.m. Residential collection may occur on Tuesdays, Wednesdays, or Thursdays.

4.05 Carts, Containers, and Lawn and Leaf Bags

No person shall dump any Solid Waste nor deposit the same in anything except a cart for holding Solid Waste. Each cart shall be as follows:

h. Gray Cart

A heavy plastic receptacle with a rated capacity of at least thirty-two (32) and not more than ninety-six (96) gallons, having a hinged tight-fitting lid and wheels, that is approved by the District and is labeled appropriately labeled as a garbage cart.

i. Organic Waste Cart

A heavy plastic receptacle with a rated capacity at least thirty-two (32) gallons and not exceeding ninety-six (96) gallons, having a hinged, tight fitting lid and wheels that are approved for such purpose by the District and is appropriately labeled as an organic waste cart. Organic Waste is further governed by Section 9 of this Code.

j. Recycling Cart

A heavy plastic receptacle with a rated capacity of at least thirty-two (32) gallons and not more than ninety-six (96) gallons, having a hinged tight-fitting lid, and wheels that is approved for such purpose by the District and is appropriately labeled as a recycling cart.

k. Used Oil Container

A plain copoly container provided by the District or its designee for the accumulation of used oil that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid and has a label designating it for use as a used oil container.

l. Lawn and Leaf Bags

During the four (4) month period beginning October 1 and ending January 31 and annually thereafter during the term of this Contract, Service Recipients may place unlimited amounts of leaves at the curb alongside their

Organic Waste Cart as part of Green Waste Collection Service. The leaves shall be placed in plastic lawn and leaf bags and closed in such a manner as to contain the leaves during Collection. Leaves must be generated by and at the Residential Service Unit wherein the leaves are collected. During this period, CONTRACTOR shall Collect and dispose of all leaves that are properly bagged and placed at the curb at no additional charge to the Service Recipient.

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4.06 Solid Waste Burning

No person shall burn any Solid Waste within the District without having first complied with all rules and regulations of the District, the county, the air pollution control district and the state.

4.07 Depositing in Streets

No person shall throw, place, scatter or deposit any Solid Waste, Excluded Waste, or other waste of any kind or composition in or upon any public street or highway in the District except as herein expressly authorized, nor throw, place, scatter or deposit any Solid Waste, Excluded Waste, or other waste of any kind or composition upon or below the surface of any premises in such a manner that the same is or may become a nuisance or endanger the public health.

SECTION 5.00 Recyclable Materials - Property Rights - Collection by Unauthorized Persons

5.01 Property Rights

From time of placement of Recyclable Materials at the curb or in recycling shelters for collection in accordance with the District's recycling program, such Recyclable Materials shall be and become the property of the District or its authorized agent. It shall be a violation of the ordinance codified in this section for any person unauthorized by the District to collect or pick up or cause to be collected or picked up any such items. Any and each such collection in violation hereof from one or more locations shall constitute a separate and distinct offense punishable as hereinafter provided.

5.02 Violation

Violation of any provision of this Chapter shall constitute a misdemeanor punishable in the manner prescribed by the laws of the State.

5.03 Recyclable Material—Owner's Rights

Nothing in Chapter 31 shall limit the right of any person to donate, sell, or otherwise dispose of his or her Recyclable Materials.

SECTION 6.00 Construction and Demolition Refuse

6.01 Storage

No Solid Waste from building construction or demolition may be stored on site and in the open. All Solid Waste from construction and demolition shall be placed and contained in commercial type debris containers. Solid Waste, which may be transported by the wind shall be placed in suitable Containers daily and removed as necessary. Adequate storage capacity shall be provided to prevent littering of surrounding areas.

6.02 Disposal

Solid Waste from construction and demolition shall not be disposed in residential garbage, recycle or yard waste containers.

SECTION 7.00 Dumping Solid Waste

7.01 On Public Property

No person shall dispose of or dump upon any public or commonly owned property or street of the District or upon any property of another, except such property as may be provided and set apart for such use by the District, Solid Waste, Excluded Waste, or other waste of any kind or composition. The Board may enter into a contract for the collection and disposal of the Solid Waste, and may provide such rules for the regulation thereof as it may from time to time deem best and necessary.

7.02 On Private Property

No person shall dispose of or dump upon any private property within the District any Solid Waste, Excluded Waste or other waste of any kind or composition.

SECTION 8.0 Residential Solid Waste Collection Vehicles

No person authorized to engage in residential Solid Waste collection service shall operate any truck-mounted Solid Waste loading and/or compacting equipment or similar device in any manner so as to create any noise exceeding seventy-five (75) dBA, measured at a distance of twenty-five (25) feet measured at an elevation of five (5) feet above ground level using the "A" scale of the standard sound level meter at slow response from the equipment in an open. If requested by the District, residential collection vehicles are to be tested annually during the months of March and April, beginning March of 2006, and certificates of testing showing that the vehicles met the requirements of this section.

SECTION 9.00 Mandatory Organic Waste Disposal Reduction

9.01 Purpose and Findings

The District finds and declares:

a. State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

b. State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires jurisdictions to implement a Mandatory Commercial Recycling program.

c. State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with

Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires jurisdictions to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires jurisdictions to implement a Mandatory Commercial Organics Recycling program.

d. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

e. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

9.02 Definitions

In addition to those definitions provided in Section 1 of this Code, whenever in Section 9 of this Code, the following words or phrases are used; they shall have the meanings respectively ascribed to them in this section:

a. "Blue Container" has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.

b. "CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others).

c. "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

d. "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

e. "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Section 9.02 of this Code or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

f. “Compliance Review” means a review of records by the District to determine compliance with this ordinance.

g. “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

h. “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

i. “Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

j. “Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

k. “C&D” means construction and demolition debris.

l. “Designee” means an entity that the District contracts with or otherwise arranges to carry out any of the District’s responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

m. “District Enforcement Official” means the District General Manager or authorized Designee(s) who is/are partially or whole responsible for enforcing the ordinance.

n. “Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

o. “Enforcement Action" means an action of the District to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

p. “Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the District and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste

that in District's, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose District, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of household batteries and motor oil and filters in compliance with Sections 41500 and 41802 of the California Public Resources Code.

q. "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

r. "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.

s. "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

t. "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

    1. A food bank as defined in Section 113783 of the Health and Safety Code;

    2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

    3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7). If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

u. "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

v. "Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

w. "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

x. “Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

y. “Food Waste” means Food Scraps, Food-Soiled Paper, and Compostable Plastics.

z. “Gray Container” has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.

aa. “Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).

bb. “Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

cc. “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

dd. “Hauler Route” means the designated itinerary or sequence of stops for each segment of the District’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

ee. “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

ff. “Inspection” means a site visit where the District reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

gg. “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

hh. “Large Venue” means a permanent venue facility that annually seats or serves an average

of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

ii. "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

jj. "Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

kk. "Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

ll. "Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

mm. "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

nn. "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

oo. "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

pp. "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

qq. "Prohibited Container Contaminants" means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the District's Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic

Waste for the District's Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in District's Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.

rr. "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

ss. "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

tt. "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

uu. "Renewable Gas" means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

vv. "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

ww. "Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

xx. "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

yy. "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

zz. "Self-Hauler" means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

aaa. "Single-Family" means of, from, or pertaining to any residential premises with fewer

than five (5) units.

bbb. "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

1. Hazardous waste, as defined in the State Public Resources Code Section 40141.

2. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).

3. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

ccc. "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.

ddd. "Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

eee. "Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

fff. "State" means the State of California.

ggg. "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars ($2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

hhh. "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

1. Supermarket.
2. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
3. Food Service Provider.
4. Food Distributor.
5. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

iii. "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
2. Hotel with an on-site Food Facility and 200 or more rooms.
3. Health facility with an on-site Food Facility and 100 or more beds.
4. Large Venue.
5. Large Event.
6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
7. A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

jjj. "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

9.03 Requirements for Single-Family Generators

Single-Family Organic Waste Generators shall comply with the following requirements:

a. Shall subscribe to District's Organic Waste collection services for all Organic Waste generated as described below in Section 9.03. District shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of

materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the District.

b. Shall participate in the District's Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

9.04 Requirements for Commercial Businesses

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

a. Subscribe to District's three container collection services and comply with requirements of those services as described below in Section 9.04, except Commercial Businesses that meet the Self-Hauler requirements in Section 9.07 of this Code. District shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the District.

b. Except Commercial Businesses that meet the Self-Hauler requirements in Section 9.07 of this Code, participate in the District's Organic Waste collection service(s) by placing designated materials in designated containers as described below. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.

c. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors conforming with this section for employees, contractors, tenants, and customers, consistent with District's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 9.07.

d. Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal occurs. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

    1. A body or lid that conforms with the container colors provided through the collection service provided by District, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to

color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

2. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

e. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Section 9.04 pursuant to 14 CCR Section 18984.9(b).

f. To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the District's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 9.07.

g. Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

h. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.

i. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

j. Provide or arrange access for District or its agent to their properties during all Inspections conducted in accordance with Section 9.09 of this Code to confirm compliance with the requirements of this ordinance.

k. *If a Commercial Business wants to self haul, meet the Self-Hauler requirements in Section 9.07 of this Code.*

l. Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

m. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators

shall comply with Food Recovery requirements, pursuant to Section 9.06.

9.05 Waivers for Generators

a. De Minimis Waivers. District may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in subsection (a)(2) below. Commercial Businesses requesting a de minimis waiver shall:

1. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in subsection (a)(2) below.

2. Provide documentation that either:

(a) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,

(b) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

3. Notify the District if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.

4. Provide written verification of eligibility for de minimis waiver every 5 years, if District has approved de minimis waiver.

b. Physical Space Waivers. District may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the District has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 9.04.

Commercial Business or property owner may request a physical space waiver through the following process:

1. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.

2. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.

3. Provide written verification to District that it is still eligible for physical space waiver every five years, if District has approved application for a physical space waiver.

c. Collection Frequency Waiver. District, at its discretion and in accordance with 14 CCR Section 18984.11(a)(3), may allow the owner or tenant of any residence, premises, business establishment or industry that subscribes to the District's three-container Organic Waste collection service to arrange for the collection of their Blue Container, Gray Container, or both once every fourteen days, rather than once per week.

9.06 Requirements for Commercial Edible Food Generators

a. Tier One Commercial Edible Food Generators must comply with the requirements of this Section 9 commencing January 1, 2023, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

b. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

c. Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

4. Allow District's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.

5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

(a) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

(b) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

(c) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

(i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

(ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

(iii) The established frequency that food will be collected or self-hauled.

(iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

d. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

9.07 Requirements for Haulers

a. Exclusive franchise haulers providing residential, Commercial, or industrial Organic Waste collection services to generators within the District's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the District to collect Organic Waste:

1. Through written notice to the District annually on or before January 1, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.

2. Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.

3. Obtain approval from the District to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, and District's C&D ordinance.

b. Exclusive franchise haulers authorized to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement entered into with District.

9.08 Self-Hauler Requirements

a. Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that District otherwise requires generators to separate for collection in the District's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

b. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that

recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

c. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the District. The records shall include the following information:

    1. Delivery receipts and weight tickets from the entity accepting the waste.

    2. The amount of material in cubic yards or tons transported by the generator to each entity.

    3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

d. A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in subsections (c) and (d).

9.09 Inspections and Investigations by District

a. District representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow District to enter the interior of a private residential property for Inspection.

b. Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the District's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.

c. Any records obtained by the District during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

d. District representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

e. District shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

9.10 Enforcement

a. Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the District Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The District's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.

b. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. District may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. District may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of District staff and resources.

c. Enforcement pursuant to this ordinance may be undertaken by the District Enforcement Official, which may be the District General Manager or designee.

d. Process for Enforcement

1. District Enforcement Officials and/or their Designee will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Section 9.09 establishes District's right to conduct Inspections and investigations.

2. District may issue an official notification to notify regulated entities of its obligations under the ordinance.

3. District shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.

4. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, District shall commence an action to impose penalties, via an administrative citation and fine. Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the District or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

e. Penalty Amounts for Types of Violations

The penalty levels are as follows:

1. For a first violation, the amount of the base penalty shall be $50 to $100 per violation.
2. For a second violation, the amount of the base penalty shall be $100 to $200 per violation.
3. For a third or subsequent violation, the amount of the base penalty shall be $250 to $500 per violation.

f. Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

1. The nature, circumstances, and severity of the violation(s).
2. The violator's ability to pay.
3. The willfulness of the violator's misconduct.
4. Whether the violator took measures to avoid or mitigate violations of this chapter.
5. Evidence of any economic benefit resulting from the violation(s).
6. The deterrent effect of the penalty on the violator.
7. Whether the violation(s) were due to conditions outside the control of the violator.

g. Compliance Deadline Extension Considerations

The District may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 9.10 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the District is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

h. Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with District's procedures in the District's codes for appeals of administrative citations. Evidence may be presented at the hearing. The District will appoint a hearing officer who shall conduct the hearing and issue a final written order.

i. Education Period for Non-Compliance

Beginning January 1, 2023 and through December 31, 2023, Jurisdiction will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if District determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2023, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

j. Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the District determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 9.10, as needed.

MEMORANDUM

Date: September 15, 2022

To: Board of Directors

From: Michael Fritschi, P.E. - Director of Operations

Subject: Lake 11 Emergency Storm Drain Repair Project

The District delivers treated recycled water to Lake 11 to be used for the South golf course irrigation. The District's waste discharge permit requires the District to operate and manage the recycled water system so as to avoid any discharge to waters of the state, including the Cosumnes River.

In June of 2022 the District violated the waste discharge permit due to leakage of recycled water from Lake 11 through leaks and defects in the existing 55-inch storm drain and into the Cosumnes River. The District took immediate steps to isolate the leak with a plug. The District Engineer was contracted to design improvements to repair the leaking drainage line and prevent the recycled water from leaking into the river moving forward.

In July it was noted that recycled water was getting past the plug and that it caused a second waste discharge violation by spilling recycled water into the Cosumnes River. In the interim the District was able to add additional sandbags and convince the Country Club to temporarily keep the level of Lake 11 at a lower level to prevent future spillage on a temporary basis.

The Regional Water Quality Control Board has been in direct contact with the District after the second violation. Based on input from the Regional Board after the second recycled water spill, the District has accelerated the repair project to avoid future recycled water leaks and the resulting potential fines and penalties. The project needs to be completed before the rainy season to avoid risk of additional water quality violations which will not be avoidable once the lake fills with rain. In addition, the District had a number of related recycled water violations back in the early 2000's that resulted in severe fines and penalties, which could affect the Regional Board's treatment of the District in the event of further violations.

Recent camera (CCTV) footage of the line shows evidence that based on the overall wear and damage of the existing metal storm drain, that there is likely the potential for significant recycled water leakage from Lake 11 from more than 50 feet from the originally conceived slip-line repair area. The overall magnitude of damage throughout the host pipe and the hydraulic influence of Lake 11 significantly reduces the probability that a slip line repair would be successful in preventing future recycle water leaks.

The design was modified to include a new 36-inch storm drain alignment and the construction of a new intermediary manhole with flap gate. The alignment would be excavated approx. 15-ft deep and the intermediary manhole will need to be excavated down to 25-ft.

A seismic refraction test was conducted on the 18th of August and test pits were excavated on August 23rd. The test yielded lower seismic velocity along the depth of the proposed excavation and was field verified with (3) test pits. Based on the outcome of the refraction test and the field pits, the excavation of the new storm drain alignment can most likely be excavated with standard equipment.

The topographic survey crew was out Saturday the 27th of August to shoot site elevations. After the survey, the design was finalized in late August.

The District hosted a pre-bid meeting on the 25th of August and invited Lund, Veerkamp, and Teichert. The District has finalized the design to the point where the District can receive unit pricing bids as soon as the second week of September.

The District has pre-ordered and received the 320-feet of 36-inch HDPE storm drain and appurtenances. This procurement is necessary to have materials available on site so that the project can proceed before the rainy season. The cost of the pipe and appurtenances is $55,155. The District was provided an availability to procure materials that were normally 10 weeks out.

For permitting, the District expects a categorical exemption for CEQA. This environmental work is occurring in parallel with design and construction. This work is estimated to total $12,000 and includes archeological and biological surveys.

The District Engineer released the bid documents to two of the three interested contractors (Lund and Veerkamp) on the 8th of September (Teichert dropped out after the pre-bid meeting). The District received 1 bid for $310,456 from Lund Construction to complete project construction.

Along with the emergency status of this project driven by the risk of additional discharges and Regional Board enforcement, the rainy season soon will arrive. It therefore is also paramount that the District complete this project prior to major rains. There is some risk that the project may be held up by early precipitation, however the District has a plan for diversion of drainage, but subsequent precipitation could be detrimental to the project. Therefore, the construction contract states that substantial completion shall occur by October 21st to avoid liquidated damages.

Public Contract Code sections 20682.5(g) and 22050 authorize the District to quickly approve no-bid construction contracts in an emergency. State law defines “emergency” for public works purposes as “a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.” (Pub. Con. Code § 1102.) The recent discovery of the significant leaks in the Lake 11 drainage system was unexpected and unforeseen. That coupled with the soon-to-arrive rainy season and the risk of an illegal discharge to the river requires the

District to act quickly to repair the drainage line. Staff has evaluated this circumstance and we conclude that it constitutes a sudden, unexpected occurrence requiring immediate action to protect river water quality and public health, within the meaning of the “emergency” definition.

Early estimates put the total project cost somewhere close to $300,000 - $350,000, including materials, labor, and design, however, given the emergency status of the project, two of the contractors dropping out of the biding process, and the overall recent availability of materials and resulting inflation, the total project cost is now estimated to come in between $420,000 – $482,800. This project will affect and benefit both the District sewer/recycled water facilities and drainage facilities. Staff have evaluated the appropriate allocation of costs under District cost of service principles and have determined that the project costs should be split 75%/25% between the District Sewer Fund ($362,100) and Drainage Fund ($120,700).

The total cost breakdown is as follows:

$310,456 - Lund Construction Contract

$55,155 – District furnished 36-inch HDPE Storm Drain Materials with Minor Appurtenances

$54,213 – Engineering Design Contract including Geotech, Environmental, and Survey

$62,973 – 15% Contingency for unforeseen project needs

$482,797 Total

Recommendation

To move this important emergency repair project forward, staff recommends that the Board approve the following actions:

1. Adopt a resolution finding that an emergency exists in connection with the lake 11 storm drainage system and authorize the General Manager to approve an emergency construction contract with Lund Construction in the amount of $310,456 to perform the repair work.
2. Approve CIP #23-23-05 in the amount of $482,800 and split the appropriation 75%/25% between the Sewer Fund ($362,100) and Drainage Fund ($120,700).
3. Ratify the expenditure of $55,155 for the purchase of project-related construction materials spent to avoid longer project lead times.

RESOLUTION NO. 2022 - 21

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT DETERMINING THE EXISTENCE OF AN EMERGENCY IN CONNECTION WITH THE LAKE 11 STORM DRAINAGE SYSTEM AND AUTHORIZING AN EMERGENCY CONSTRUCTION CONTRACT WITH LUND CONSTRUCTION CO. TO REPAIR DISTRICT DRAINAGE FACILITIES

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

1. Background Findings. The Board determines and finds the existence of the following background facts:

(a) The District provides sewer/recycled water and drainage services to residents and properties in Rancho Murieta. As part of the recycled water system, the District delivers treated recycled water to Lake 11 to be used for golf course irrigation. The District's waste discharge permit requires the District to operate and manage the recycled water system so as to avoid any discharge to waters of the state, including the Cosumnes River.

(b) As explained in the accompanying staff report dated September 15, 2022 (the "Staff Report"), the District recently discovered that there is a significant leak in the Lake 11 related storm drainage lines, that recycled water therefore can leak and has leaked from the lake into the Cosumnes River, and that the District should quickly repair the leaking line in order to avoid subsequent discharges to the river, protect river water quality and public health, and avoid potential fines by the Regional Water Quality Control Board.

(c) The repair work is beyond the capacity of District staff and equipment to handle in-house. Consequently, it will be necessary to retain a contractor to perform the repair work. As explained in the Staff Report, the District has solicited a proposed construction contract with Lund Construction Co.

(d) Ordinarily, repair work of this type and magnitude would require the District to award a repair contract through the required competitive bidding process in the California Public Contract Code. In the usual competitive bidding process for District public works and repair projects, the District must (i) prepare detailed plans, specifications, bid and contract documents, and a notice inviting bids, (ii) issue the notice inviting bids and solicit bids for the work, (iii) receive and evaluate the bids and determine the lowest responsible, responsive bidder, and deal with any associated bid protests, and (iv) award the bid to the lowest responsible, responsive bidder and sign the contract. This process, even if expedited, can take one to two months or longer.

(e) The rainy season typically begins in October, which is next month. In order to repair the drainage line ahead of the rainy season and thereby avoid the risk of further recycled water

discharge to the river, it is imperative for the District to promptly repair the line before the risk of a major storm. If the District follows the usual competitive bidding process and timetable, the repair work would not be complete until late fall or early winter. This would pose a risk that there could be another discharge to the river and consequent water quality and public health impacts.

(f) The Public Contract Code authorizes the District to take immediate action (without the usual competitive bidding) to repair a public facility in the event of an emergency and to protect public health.

2. Emergency Findings. Based on the foregoing facts and Staff Report, and in accordance with Public Contract Code sections 20682.5(g) and 22050, the Board finds and determines that:

(a) The recent discovery of a leaking drainage line at this time of the year shortly before the onset of the rainy season is a sudden, unexpected occurrence that poses a clear and imminent danger to the water quality of the Cosumnes River, requiring immediate action to prevent impairment of public health. This circumstance constitutes an emergency within the meaning of Public Contract Code section 1102.

(b) The emergency circumstance will not permit the time to undertake the statutorily-required competitive bidding process before the rainy season. The prompt repair work therefore is necessary to respond to the emergency and avoid water quality impacts to the river.

3. Emergency Work Authorization. Pursuant to Public Contract Code sections 20682.5(g) and 22050, the Board (a) authorizes the immediate repair of the District drainage line as described in the Staff Report, without giving notice for bids to let contracts and (b) approves the proposed repair contract with Lund Construction Co. and authorizes the General Manager to sign the contract and proceed with the work.

4. CEQA. The Board finds that the drainage line repair work is exempt from environmental review pursuant to the California Environmental Quality Act as an action to repair an existing structure with no expansion of use under CEQA Guidelines section 15301 and as an emergency action under CEQA Guidelines section 15269(b).

PASSED AND ADOPTED this 21st day of September 2022 by the following four-fifths vote:

Ayes:
Noes:
Abstain:
Absent:

_____
Tim Maybee, President of the Board
Rancho Murieta Community Services District

Attest:

_____
Amelia Wilder
District Secretary

Rancho Murieta CSD
Community Services District

SPECIFICATIONS FOR CONSTRUCTION

LAKE 11 STORM DRAIN REPAIR PROJECT

RANCHO MURIETA, CALIFORNIA
09/2022



RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 JACKSON ROAD

RANCHO MURIETA, CA 95683

BID INSTRUCTIONS AND BID SCHEDULE

NAME OF PROJECT: LAKE 11 Storm Drain Repair

CONTRACT NO.: TBD

THIS BID IS SUBMITTED BY:

Name of Bidder: Lund Construction Co.

THIS BID IS SUBMITTED TO:

THE BOARD OF DIRECTORS OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15610 JACKSON ROAD

RANCHO MURIETA, CA 95683

THE BID IS SUBMITTED ON: 13 September 2022

No later than 4:00 PM on SEPTEMBER 13th, 2022. At the District Headquarters located at the Address indicated above, or by email to: mfritschi@rmcsd.com (Michael Fritschi, Director of Operations).

1.0 ENTER INTO AGREEMENT

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents within the specified time and for the price indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.0 BIDDER ACCEPTS

The undersigned Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid

security. The Bid will remain subject to acceptance for **thirty (**30**)** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.0 BIDDER'S REPRESENTATIONS

In submitting this Bid, the undersigned Bidder represents that:

A. Bidder has obtained a complete set of Contract documents and carefully examined and studied the Contract Documents and all other pertinent information available to Bidders, including the following Addenda, receipt of all of which is hereby acknowledged.

Addendum Number	Addendum Date	Signature of Bidder
01	09/09/2022	Kevin M. Lind
02	09/12/2022	Kevin M. Lind

B. Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Federal, state, and local Laws and Regulations and Permits that may affect cost, progress, and performance of the Work.

D. Bidder and all named subcontractors have registered with DIR pursuant to Labor Code Section 1725.5.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or

which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Bidder, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by Owner because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

K. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.0 BID SCHEDULE

The undersigned Bidder proposes and agrees to contract with the Rancho Murieta CSD to perform all of the work, including subsidiary obligations as defined in the Contract Documents for the prices indicated in the BID SCHEDULE below.

Further in submitting its bid, the undersigned Bidder understands and agrees that the Total Base Bid amount is determined by the sum total of all bid item amounts in the Bid Schedule shown below. Bid Items include all work as defined in the Contract Plans.

Pre-Purchased Materials: The District has pre-purchased the 36-inch ADS Sanitite Triple Wall drain pipe and the associated flap gate. The pipe will be delivered to the site by the week ending September 15, 2022 and turned over to the Contractor at the time of award.

Bid Alternates: The base bid is based on the use of 72-inch pre-cast manhole sections cored in the field and placed on cast -in -place bases, for the two tie-in manholes. This is the method preferred by the District. For this project the District is allowing for a bid alternate for installing cast-in-place construction of the tie-in manholes if precast sections are not available. The Contactor shall bid on both Bid Alternatives. When bidding on pre-cast manholes, the Contractor shall keep in mind the time of completion relative to the availability of the materials. If during the bid review period, the District decides that the availability of precast materials will negatively impact the project schedule, then the award will be given to the lowest bid for the cast-in-place manholes alternate. For the pre-cast bid, the contractor shall provide confirmation on delivery time of the manhole components to the site. (see Section 5 below for project completion requirements).

The Bid amount of each of the below Bid items must be filled in and completed.

Bid prices shall include everything necessary for the completion of the work stipulated in the Contract Documents, including but not limited to providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor and services. Bid prices shall include all federal, state and local taxes.

In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. In the event the addition of the bid item extended amounts does not equal the Total Base Bid Price, the corrected addition of all bid item extended amounts will govern and the Owner will correct the Total Base Bid Price accordingly.

Should the Bid Schedule contain only a total price for an item and the item price is omitted, the Owner shall determine the item price by dividing the total price for the item by estimated quantity of work to be performed.

If the Bid Schedule contains neither the item price nor the total price for an item, then it shall he deemed incomplete and the Bid shall be deemed non-responsive by the Owner.

In case of discrepancy between words and figures, words will prevail.

Selection of Bidder: If a Contract is awarded, it will be to the lowest responsive, responsible, qualified Bidder whose bid complies with the specified requirements, as it may best serve the interests of the Owner. Award is scheduled for September 22, 2022.

The District reserves the right to select the Contractor based the lowest responsive, responsible, qualified Bidder for either the pre-cast or cast-in-place manhole alternates depending on the District's assessment of the availability of materials, during the bid review period (September 14 through September 21).

BID SCHEDULE

Item	Description	Quantity	Units	Unit Price	Total Price
	Base Bid with Pre-cast Manholes				
1	Mobilization/Demobilization, Sediment & Erosion Control, Insurance, & Bonds	1	LS	$ 41,726.00	$ 41,726.00
2	Worker Protection and Safety/Shoring	1	LS	$ 21,161.00	$ 21,161.00
3	Demolition and Abandonment	1	LS	$ 63,178.00	$ 63,178.00
4	36-Inch Dia. Storm Drain Installation	285	LF	$ 195.00	$ 55,575.00
5	72-inch Dia. Manhole - 22 feet Deep	1	LS	$ 78,700.00	$ 78,700.00
6	72-inch Dia. Manhole - 7 feet Deep	1	LS	$ 61,349.00	$ 61,349.00
7	Surface Restoration (AC path, AB roads and hydroseed)	1	LS	$ 11,833.00	$ 11,833.00

TOTAL BASE BID PRICE (Items 1 through 7) $ 333,522.00

TOTAL BASE BID PRICE (in words)

THIRTY THREE THOUSAND FIVE HUNDRED TWENTY TWO Dollars

Item	Description	Quantity	Units	Unit Price	Total Price
	Alternate Bid- Cast-in Place Manholes				
1	Mobilization/Demobilization, Sediment & Erosion Control, Insurance, & Bonds	1	LS	$ 41,676.00	$ 41,676.00
2	Worker Protection and Safety/Shoring	1	LS	$ 21,161.00	$ 21,161.00
3	Demolition and Abandonment	1	LS	$ 63,178.00	$ 63,178.00
4	36-Inch Dia. Storm Drain Installation	285	LF	$ 195.00	$ 55,575.00
5	6 ft x 6 ft Cast in place MH- 22 feet Deep	1	LS	$ 63,164.00	$ 63,164.00
6	6 ft x 6 ft Cast in Place MH - 7 feet Deep	1	LS	$ 53,869.00	$ 53,869.00
7	Surface Restoration (AC path, AB roads and hydroseed)	1	LS	$ 11,833.00	$ 11,833.00

TOTAL ALTERNATE BID PRICE (Items 1 through 7) $ 310,456.00

TOTAL ALTERNATE BID PRICE (in words)

THREE HUNDRED TEN THOUSAND FOUR HUNDRED FIFTY SIX Dollars

5.0 COMPLETION

In accordance with the Contract Documents, the undersigned Bidder agrees to plan the work and to prosecute it with such diligence that said work shall be commenced immediately after the date of Notice to Proceed (September 22, 2022) and shall be substantially completed within four (4) calendar weeks (excluding weather days). Substantial completions shall include: All pipe and manholes installed and backfilled (minus manhole lids and covers), demolitions and abandonment (slurry filling) of existing manholes and pipelines, and surface protection (BMPs) to control erosion, due to pending storm events. Temporary manhole covers (plates) may be placed while waiting for the final tops and covers to arrive.

Final completion shall be a complete project with final manhole tops and lids (or grate) and hydroseeding of all disturbed earthen surfaces, replacement of AC and AB roadway surfaces to their original pre-project conditions. Final completions shall be a complete project to include all storm drain features installed (including the flap gate, manhole lids and covers) plus complete surface restoration. Final completion shall be within six (6) calendar weeks from the notice to proceed.

Liquidated Damages: Liquidated Damages for not completing the project on schedule shall be $500/per day for both substantial and final completion.

6.0 ATTACHED DOCUMENTS

The undersigned Bidder agrees that the following Contract Documents are attached to and made a condition of this bid:

Bid Guaranty Bond

7.0 BIDDER'S PROOF OF DIR REGISTRATION

The undersigned Bidder agrees that its Proof of DIR Registration pursuant to Labor Code Section 1725.5 is attached hereto and made a condition of this bid:

9.0 BIDDER'S CALIFORNIA CONTRACTOR'S LICENSE INFORMATION

The undersigned Bidder is licensed in accordance with Chapter 9, Division 3 of California Business and Professions Code and section 3300 of the California Public Contract Code, and the laws of the State of California.

Bidder's Valid California Contractor's License No. 342677 Class A w/Haz Cert

Expiration Date: 05/31/2024

Bidder has contracted under this license number for 64 years.

The undersigned hereby states that all representations made herein are made under penalty of perjury.

If Bidder is:

A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone Number: ( ) _____ FAX Number: ( ) _____

Email Address of Authorized Representative: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

Business address: _____

Not Applicable
Not Applicable

Date of Qualification to do business is _____

Phone Number: (___) _____ FAX Number: (___) _____

Email Address of Authorized Representative: _____

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone Number: (___) _____ FAX Number: (___) _____

Email Address of Authorized Representative: _____

Joint Venturer Name: _____(SEAL)

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone Number: (___) _____ FAX Number: (___) _____

Email Address of Authorized Representative: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

Not Applicable

*****END OF SECTION*****

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 JACKSON ROAD

RANCHO MURIETA, CA 95683

GENERAL CONDITIONS

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.

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.

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:

Type Limits and Scope

Commercial general liability: $1,000,000 per occurrence & $2,000,000 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

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

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

12 General Provisions

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

12.2 Independent Contractor. Contractor's relationship to District is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Contractor shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and

benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

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

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

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

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

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

RANCHO MURIETA COMMUNITY SERVICES DISTRICT
15160 JACKSON ROAD
RANCHO MURIETA, CA 95683

BID GUARANTY BOND

PROJECT NAME: Lake 11 Storm Drain Repair

CONTRACT NO: TBD

BIDDER *(Name and Address)*:

Lund Construction Co.

5302 Roseville Rd.

North Highlands, CA 95660

SURETY *(Name and Address of Principal Place of Business)*:

Western Surety Company

151 N. Franklin St.

Chicago, IL 60606

BID

Bid Due Date: September 13, 2022

Project Name: Lake 11 Storm Drain Repair

Contract No.: TBD

Project Location: Rancho Murieta, CA

BOND

Bond Number: N/A Bond Date: September 9, 2022
(Not later than Bid Due Date)

Penal Sum: Ten percent (10%) of the Total Bid Price

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Lund Construction Co. (SEAL)
(Bidder's Name and Corporate Seal)

By: Kevin M Lund President
(Signature and Title)

Attest: M. Kokorevich

SURETY

Western Surety Company (SEAL)
(Surety's Name and Corporate Seal)

By: Andrea Cantlon, Attorney-In-Fact
(Signature and Title)
(Attach Power of Attorney)

Attest: Shelly Denaway

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the **Rancho Murieta Community Services District, (hereinafter called "Owner ")** upon default of Bidder the penal sum of **10% of the Bidder's Total Bid Price.**

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Contract Documents the executed Agreement required by the Contract Documents and any performance and payment bonds required by the Contract Documents.

3. This obligation shall be null and void if:

   a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Contract Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Contract Documents and 100% Performance and Payment bonds and certificates of insurance coverage required by the Contract Documents, or

   b. All Bids are rejected by Owner, or

   c. Owner fails to issue a Notice of Award to Bidder within the time specified in the Contract Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced in a court of competent jurisdiction located in Sacramento County, CA.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a bid, offer or proposal as applicable.

12. In no event shall Bidder's and Surety's obligation as defined above exceed 10% of the Bidder's Total Bid Price.

*****END OF SECTION*****

STATE OF Nevada

COUNTY OF Washoe }

On September 9, 2022, before me, Shelly Demaray, Notary Public,
(here insert name of notary)

personally appeared Andrea Cantlon
(name(s) of Signer(s))

,

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

WITNESS my hand and official seal.

Signature Shelly Demaray (SEAL)

SHELLY DEMARAY
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 22-8289-02 - Expires January 10, 2026

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

TITLE(S)

- ☐ *PARTNER(S)* ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER:

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

ALL-PURPOSE ACKNOWLEDGEMENT

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Teri Lynn Wood, Patricia Owens, Nick Rossi, Nina Dedeker, Andrea Cantlon, Peter Kitowski, Carey Morgan, Shelly Demaray, Individually

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of April, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 27th day of April, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of September, 2022.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California)
County of Sacramento)

On 09/12/2022 before me, M. Kokorevich, Notary Public,

personally appeared, Kevin M. Lund

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

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

WITNESS my hand and official seal.

M. KOKOREVICH
Comm. #2372944
Notary Public · California
Sacramento County
Comm. Expires Sep 3, 2025

M. Kokorevich
Notary Public Signature

Seal

---------- OPTIONAL INFORMATION ----------

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT

Title or Type of Document _____

Date of Document _____ Number of Pages _____

Signers(s) Other Than Named Above _____

To order supplies contact the Academy of Notaries Public at www.notary-courses.com or call (916) 722-1633

MEMORANDUM

Date: September 15, 2022

To: Board of Directors

From: Tom Hennig, General Manager

Subject: Consider Updated to District Code Chapter 3 Conflict of Interest

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RECOMMENDED ACTION

Adopt Changes to District Code Chapter 3 Conflict of Interest.

BACKGROUND

District Staff received notification from the Clerk of the Board for Sacramento County informing them that the Biennial Notice for Conflict of Interest Codes was due by October 1, 2022. The Government Code Section 87300 requires each local public agency to adopt and promulgate a conflict of interest code pursuant to the Political Reform Act for the purpose of ensuring that designated officials disclose economic interest that might be foreseeably affected by the making or participation in the making of agency decision.

One of the necessary disclosure items is "Revised titles of existing positions".

The job specifications were updated in 2021, and the following position was updated in March:

- Security Chief changed to *Security Supervisor*

The following position was updated in October:

- Director of Field Operations changed to *Director of Operations*
- Controller changed to *Accounting Manager*

These changes necessitate an update of the Conflict of Interest Code so that the proper notification can be sent to Sacramento County.

SUMMARY

It is recommended that the Board adopt Ordinance O2022-04 updating the Conflict of Interest Code.

ORDINANCE NO. O2022-04

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT AMENDING DISTRICT CODE CHAPTER 3 (CONFLICT OF INTEREST)

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

SECTION 1. PURPOSE AND AUTHORITY. The purpose of this ordinance is to update the provisions of the District Code relating to Conflict of Interest to account for changes in the titles of designated positions. This ordinance is adopted pursuant to Government Code section 87300 and the California Code of Regulations, Title 2, section 87300 and other applicable law.

SECTION 2. CODE AMENDMENTS

B. District Code chapter 3 (Conflict of Interest Code), Designated Positions and Disclosure Categories, subparagraph "Designated Positions" deleted and replaced as follows:

> **Designated Positions**: The officer and employees listed below are designated as a person who is deemed to make or participate in the making of decisions that may have a material effect on financial interest. Persons holding designated positions listed below will disclose interests and investments in accordance with the corresponding disclosure categories as defined below:
>
> | Designated Position | Disclosure Category |
> |---|---|
> | Director of Administration | 1 |
> | Accounting Manager | 1 |
> | Director of Operations | 1 |
> | Security Supervisor | 1 |
> | District Engineer | 1 |
> | District Legal Counsel | 1 |
> | Consultants | 1 |
>
> Officials who manage public investments are deemed to be "statutory filers" within the meaning of Government Code Section 87200 and California Code of Regulations, Title 2, Section 18720 because they must file Statement of Economic Interest (FPPC Form 700) pursuant to the State Political Reform Act instead of the District's Conflict of Interest Code. The District's statutory filers are members of the Board of Directors, the District (General) Manager, and the District Treasurer. As a result, such persons are not designated in this Code and are listed here for information only.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect November 1, 2022.

SECTION 4. SEVERABILITY. If any section or provision of this ordinance or the application of it to any person, transaction or circumstance is held invalid or unenforceable, such invalidity or unenforceability

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shall not affect the other provisions of this ordinance that can be given effect without the invalid or unenforceable provision, and to this end the provisions of this ordinance are declared to be severable.

SECTION 5. PUBLICATION. The District Secretary is directed to publish this ordinance once in a newspaper of general circulation published in the District within 15 days after the adoption of the ordinance.

INTRODUCED by the Board of Directors on the 21st day of September, 2022.

PASSED AND ADOPTED by the Board of Directors of the Rancho Murieta Community Services District at a regular meeting on the 19th day of October, 2022 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tim Maybee
President, Board of Directors

Attest:

_____
Amelia Wilder, District Secretary

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RANCHO MURIETA COMMUNITY SERVICES DISTRICT

DISTRICT CODE
CHAPTER 3

CONFLICT OF INTEREST

Amended ~~January 16, 2019~~October 19, 2022
By ~~Resolution~~ Ordinance~~2019-01~~O2022-04

DISTRICT CODE

CHAPTER 3

CONFLICT OF INTEREST CODE

The Government Code Section 87300 requires each local public agency to adopt and promulgate a conflict of interest code pursuant to the Political Reform Act for the purpose of ensuring that designated officials disclose economic interest that might be foreseeably affected by the making or participation in the making of agency decision.

DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES

Designated Positions: The officer and employees listed below are designated as a person who is deemed to make or participate in the making of decisions that may have a material effect on financial interest. Persons holding designated positions listed below will disclose interests and investments in accordance with the corresponding disclosure categories as defined below:

Designated Position	Disclosure Category
Director of Administration	1
~~Controller~~Accounting Manager	1
Director of ~~Field~~ Operations	1
Security ~~Chief~~Supervisor	1
~~Accounting Supervisor~~	~~1~~
District Engineer	1
District Legal Counsel	1
Consultants	1

Officials who manage public investments are deemed to be "statutory filers" within the meaning of Government Code Section 87200 and California Code of Regulations, Title 2, Section 18720 because they must file Statement of Economic Interest (FPPC Form 700) pursuant to the State Political Reform Act instead of the District's Conflict of Interest Code. The District's statutory filers are members of the Board of Directors, the District (General) Manager, and the District Treasurer. As a result, such persons are not designated in this Code and are listed here for information only.

Disclosure Categories: The District disclosure categories are defined as follows:
Category 1 - Full Disclosure: All persons in this disclosure category will disclose all interest in real property within two (2) miles of the District's boundaries, as well as investments, business positions, and sources of income, including gifts, loans and travel payments, from all sources.

Category 2 - Disclosure of all Interests Except Interests in Real Property: All persons in this disclosure category will disclose all investments, business positions and sources of income, including gifts, loans and travel payments from all sources.

Category 3 - Employees with Contracting Authority or Who Participate in Making Contracts: All investments, business positions and income, including gifts, loans and travel payments, in or from sources that provide goods, equipment, or services, including training or consulting services, of the type utilized by the District.

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Consultant

Consultant means an individual who, pursuant to a contract with the District, either: (A) makes a governmental decision whether to: (1) approve a rate, rule or regulation; (2) adopt or enforce a law; (3) issue, deny, suspend or revoke any permit. License, application, certificate, approval, order, or similar authorization or entitlement; (4) authorize the District to enter into, modify, or renew a contract provided it is the type of contract that requires District approval; (5) grant District approval to a contact that requires District approval and to which the District is a party, or to specifications of such a contract; (6) grant District approval to a plan, design report, study, or similar item; or (7) adopt or grant District approval of policies, standards or guidelines for the District for any subdivision thereof; or (B) serves in a staff capacity with the District in that capacity participates in making a governmental decision as defined in California Code of Regulations, Title 2, Section 18702.2 or performs the same or substantially all the same duties for the District that would otherwise be performed by an individual holding a position specified in the District's conflict of interest code under Government Code Section 87302. (California Code of Regulations, Title 2, Section 18701(a) (2).)

A consultant serves in a staff capacity only if he or she has an on-going relationship with the District. A consultant who works on one project or a limited range of projects for the District is not deemed a consultant subject to the reporting requirements of this Code unless the project or projects extend over a substantial period of time, generally more than one (1) year. (See *Smith* Advice Letter, FPPC No. I-99-316; Travis Advice Letter, FPPC, No. A-96-053; Randolph Advice Letter, FPPC No. A-95-045.)

Consultants are included in the list of designated positions and must disclose interests and investments in accordance with the broadest disclosure category in the District's conflict of interest code, subject o the following limitation: The District Manager may determine in writing that a particular consultant, although a "consultant" and designated position" nevertheless is hired or retained to perform a range of duties that is limited in scope and therefore is not required to comply with any or some of the disclosure requirements described in this section. The District Manager's written determination will include description of the consultant's duties, and based on that description, a statement of the extent of disclosure requirements. The written determination is public record and will be retained for public inspection in the same manner and location as the District's conflict of interest code as required by Government Code Section 81008.

New Position Added Without Code Revision

If the District creates a new position that requires disclosure under this Code without simultaneously amending the Code, the employee appointed to fill such a position will file a Form 700 assuming office statement and thereafter file annual Form 700 disclosure of economic interest statements each year using the broadest disclosure category until the District amends the Code to designate the position and, if warranted, to authorize more narrow disclosure for the position.

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Regulations of the Fair Political Practices Commission
Title 2, Division 6, California Code of Regulations

§ 18730. Provisions of Conflict of Interest Codes.

a. Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

b. The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

Section 1. Definitions

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

Section 2. Designated Employees

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

Section 3. Disclosure Categories

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies. [1]

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

Section 4. Statements of Economic Interests: Place of Filing

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.[2] [2]

Section 5. Statements of Economic Interests: Time of Filing

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

[1] Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

[2] See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

Section 5.5. Statements for Persons Who Resign Prior to Assuming Office

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

Section 6. Contents of and Period Covered by Statements of Economic Interests

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

Section 7. Manner of Reporting

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property [3] is required to be reported, [4] the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds $2,000, exceeds $10,000, exceeds $100,000, or exceeds $1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported, [5] the statement shall contain:

1. The name and address of each source of income aggregating $500 or more in value, or $50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was $1,000 or less, greater than $1,000, greater than $10,000, or greater than $100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, [6] the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than $10,000.

[3] For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

[4] Investments and interests in real property which have a fair market value of less than $2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

[5] A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

[6] Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

Section 8. Prohibition on Receipt of Honoraria

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official. Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section. This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

Section 8.1. Prohibition on Receipt of Gifts in Excess of $460

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than $460 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official. Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

Section 8.2. Loans to Public Officials

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been

elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed $500 at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

Section 8.3. Loan Terms

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of $500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

Section 8.4. Personal Loans

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of $100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than $250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

Section 9. Disqualification

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth $2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth $2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating $500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating $460 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

Section 9.3. Legally Required Participation

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

Section 9.5. Disqualification of State Officers and Employees

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value $1,000 or more.

Section 10. Disclosure of Disqualifying Interest

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

Section 12. Violations

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections

81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

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RANCHO MURIETA COMMUNITY SERVICES DISTRICT

DISTRICT CODE
CHAPTER 3

CONFLICT OF INTEREST

Amended October 19, 2022
By Ordinance O2022-04

DISTRICT CODE

CHAPTER 3

CONFLICT OF INTEREST CODE

The Government Code Section 87300 requires each local public agency to adopt and promulgate a conflict of interest code pursuant to the Political Reform Act for the purpose of ensuring that designated officials disclose economic interest that might be foreseeably affected by the making or participation in the making of agency decision.

DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES

Designated Positions: The officer and employees listed below are designated as a person who is deemed to make or participate in the making of decisions that may have a material effect on financial interest. Persons holding designated positions listed below will disclose interests and investments in accordance with the corresponding disclosure categories as defined below:

Designated Position	Disclosure Category
Director of Administration	1
Accounting Manager	1
Director of Operations	1
Security Supervisor	1
District Engineer	1
District Legal Counsel	1
Consultants	1

Officials who manage public investments are deemed to be "statutory filers" within the meaning of Government Code Section 87200 and California Code of Regulations, Title 2, Section 18720 because they must file Statement of Economic Interest (FPPC Form 700) pursuant to the State Political Reform Act instead of the District's Conflict of Interest Code. The District's statutory filers are members of the Board of Directors, the District (General) Manager, and the District Treasurer. As a result, such persons are not designated in this Code and are listed here for information only.

Disclosure Categories: The District disclosure categories are defined as follows:
Category 1 - Full Disclosure: All persons in this disclosure category will disclose all interest in real property within two (2) miles of the District's boundaries, as well as investments, business positions, and sources of income, including gifts, loans and travel payments, from all sources.

Category 2 - Disclosure of all Interests Except Interests in Real Property: All persons in this disclosure category will disclose all investments, business positions and sources of income, including gifts, loans and travel payments from all sources.

Category 3 - Employees with Contracting Authority or Who Participate in Making Contracts: All investments, business positions and income, including gifts, loans and travel payments, in or from sources that provide goods, equipment, or services, including training or consulting services, of the type utilized by the District.
Consultant

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Consultant means an individual who, pursuant to a contract with the District, either: (A) makes a governmental decision whether to: (1) approve a rate, rule or regulation; (2) adopt or enforce a law; (3) issue, deny, suspend or revoke any permit. License, application, certificate, approval, order, or similar authorization or entitlement; (4) authorize the District to enter into, modify, or renew a contract provided it is the type of contract that requires District approval; (5) grant District approval to a contact that requires District approval and to which the District is a party, or to specifications of such a contract; (6) grant District approval to a plan, design report, study, or similar item; or (7) adopt or grant District approval of policies, standards or guidelines for the District for any subdivision thereof; or (B) serves in a staff capacity with the District in that capacity participates in making a governmental decision as defined in California Code of Regulations, Title 2, Section 18702.2 or performs the same or substantially all the same duties for the District that would otherwise be performed by an individual holding a position specified in the District's conflict of interest code under Government Code Section 87302. (California Code of Regulations, Title 2, Section 18701(a) (2).)

A consultant serves in a staff capacity only if he or she has an on-going relationship with the District. A consultant who works on one project or a limited range of projects for the District is not deemed a consultant subject to the reporting requirements of this Code unless the project or projects extend over a substantial period of time, generally more than one (1) year. (See *Smith* Advice Letter, FPPC No. I-99-316; Travis Advice Letter, FPPC, No. A-96-053; Randolph Advice Letter, FPPC No. A-95-045.)

Consultants are included in the list of designated positions and must disclose interests and investments in accordance with the broadest disclosure category in the District's conflict of interest code, subject o the following limitation: The District Manager may determine in writing that a particular consultant, although a "consultant" and designated position" nevertheless is hired or retained to perform a range of duties that is limited in scope and therefore is not required to comply with any or some of the disclosure requirements described in this section. The District Manager's written determination will include description of the consultant's duties, and based on that description, a statement of the extent of disclosure requirements. The written determination is public record and will be retained for public inspection in the same manner and location as the District's conflict of interest code as required by Government Code Section 81008.

New Position Added Without Code Revision

If the District creates a new position that requires disclosure under this Code without simultaneously amending the Code, the employee appointed to fill such a position will file a Form 700 assuming office statement and thereafter file annual Form 700 disclosure of economic interest statements each year using the broadest disclosure category until the District amends the Code to designate the position and, if warranted, to authorize more narrow disclosure for the position.

DRAFT

Regulations of the Fair Political Practices Commission
Title 2, Division 6, California Code of Regulations

§ 18730. Provisions of Conflict of Interest Codes.

a. Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

b. The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

Section 1. Definitions

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

Section 2. Designated Employees

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

Section 3. Disclosure Categories

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies. [1]

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

Section 4. Statements of Economic Interests: Place of Filing

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.[2] [2]

Section 5. Statements of Economic Interests: Time of Filing

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

[1] Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

[2] See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

Section 5.5. Statements for Persons Who Resign Prior to Assuming Office

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

Section 6. Contents of and Period Covered by Statements of Economic Interests

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

Section 7. Manner of Reporting

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property [3] is required to be reported, [4] the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds $2,000, exceeds $10,000, exceeds $100,000, or exceeds $1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported, [5] the statement shall contain:

1. The name and address of each source of income aggregating $500 or more in value, or $50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was $1,000 or less, greater than $1,000, greater than $10,000, or greater than $100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, [6] the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than $10,000.

[3] For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

[4] Investments and interests in real property which have a fair market value of less than $2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

[5] A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

[6] Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

Section 8. Prohibition on Receipt of Honoraria

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official. Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section. This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

Section 8.1. Prohibition on Receipt of Gifts in Excess of $460

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than $460 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official. Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

Section 8.2. Loans to Public Officials

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been

elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed $500 at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

Section 8.3. Loan Terms

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of $500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

Section 8.4. Personal Loans

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of $100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than $250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

Section 9. Disqualification

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth $2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth $2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating $500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating $460 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

Section 9.3. Legally Required Participation

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

Section 9.5. Disqualification of State Officers and Employees

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value $1,000 or more.

Section 10. Disclosure of Disqualifying Interest

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

Section 12. Violations

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections

81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

DRAFT

MEMORANDUM

Date: September 15, 2022

To: Board of Directors

From: Tom Hennig, General Manager

Subject: Request from Rancho Murieta Association for District to Research Potential for Involvement in a Recreation Facility

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RECOMMENDED ACTION

Consider authorization for the General Manager to work with the District's attorney to research request from the RMA Aquatics Center, Finance Committee.

BACKGROUND

The District received an email request from Tom Harry, member of the Rancho Murieta Association, Community Aquatics Center, Finance Sub Committee on September 1, 2022. The attached letter, included as part of this memo requested the District to research the possibility for the District to become involved in developing bond issuances for building and operation a recreational facility inside the gate. The primary questions were sent to our attorney for review, who suggested the Board to consider approval to spend the funds necessary to provide a legal opinion addressing the questions.

SUMMARY

District staff are requesting direction from the Board for how to proceed with this request.

BROWN STEVENS ELMORE & SPARRE
COMMERCIAL REAL ESTATE

31 August 2022 VIA ELECTRONIC DELIVERY

Mr. Tom Henning
Rancho Murieta Community Services District
15160 Jackson Road
Rancho Murieta, CA 95683

RE: RECREATION FACILITY

Dear Tom:

I'm writing to you as a member of the Finance Committee, which is a subset of the overall Rancho Murieta Ad Hoc Committee, working to establish a recreation facility inside the gates at Rancho Murieta.

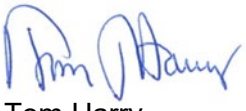
Assuming that the facility is located inside the gates, and the construction, maintenance, and operation of the facility is financed by a bond issuance through RMCSD, I have the following questions:

1. Can the CSD own the facility?
2. Can the CSD operate the facility?
3. Can the district sell bonds which encumber only a portion of the district boundaries (inside the gates of Rancho Murieta)?
4. Please confirm that a bond sale takes a 2/3 vote, **of those who vote**, in a general election.
5. What is the cost to put a bond issue on a general election ballot?

We are also assuming that there would be two bond issuances; one for the acquisition and buildout of the entire facility, and a second bond issued for the maintenance and operation of the facility. All of those costs would be paid through bonds by the residences located within the gates.

Should you have any questions, please feel free to contact me at (916) 761-4842 or tomharry@brownstevens.com.

Very truly yours,



Tom Harry
Partner/Vice President
DRE 01074305

TH:pce
Henning(MurietaRec) 08312022.docx

CC: John Merchant
Tom Barrentson

MEMORANDUM

Date: September 12, 2022

To: Board of Directors

From: Michael Fritschi, P.E. - Director of Operations

Subject: VFD Procurement Rio Oso Pump Station

Recommended Action

It is recommended that the Board approve the bid from Prodigy Electric for procurement of replacement variable frequency drives (VFDs) for the District Rio Oso pressure pump station in the amount of $53,146 (CIP# 23-06-01).

Background

The District has received a quote for $53,146 for the variable frequency drive (VFD) replacement for both pumps at the Rio Oso pressure station. It has been stated by the District electrician (Prodigy Electric) that the (2) VFDs for the Rio Oso pumps have surpassed their useful life by 5 years and that it would be wise to replace the VFD's sooner than later. The District will need to process the order soon as the VFD's are 20 weeks out. The vendor has requested that the District pre-pay for the VFD's due to the relatively high cost of the equipment.

The rehabilitation of the Rio Oso pump station is budgeted for in this current fiscal year and comprises the following aspects:

- Replacement of existing pressure pumps
- Replacement of pump VFD's
- Rehabilitation or replacement of the pump enclosure
- Preliminary analysis of pump station modifications needed

The Rio Oso pumps are scheduled for replacement this fiscal year. The District has received the new pumps and has recently received the new flex couplers. The District will schedule pump installation to begin in October/November. The replacement of the VFD's does not need to coincide at the time of the pump replacement.

Recommendation

CIP# 23-06-01 was approved in the FY 2022-23 budget and has sufficient appropriation for this portion of the project cost. Due to the long lead times, this is a sole source procurement and is in alignment with the District's Procurement Code. This purchase is supported by the District's electrician. It is recommended that the Board approve Prodigy Electric bid for procurement of the VFDs for the Rio Oso pressure station.

PRODIGY
ELECTRIC AND CONTROLS, INC
PRODIGYELECTRIC.COM

Quote

Please Remit To This Address:

Prodigy Electric And Controls, Inc.
PO Box 141
Lincoln, CA 95648

Bill To:

Rancho Murieta CSD
15160 Jackson Road
Rancho Murieta, CA

Quote #	40548
Date	7/25/2022
Total Due:	
Terms	Net 15
P.O. No.	

Phone # 916.997.0798

CA License # 998361

Job Description

Rio oso booster pump station

Description	Qty	Rate	Total
rio oso booster pump station replace pump 1 and pump 2 480v 125 hp vfds. Revised 8/25/22 Includes the following: 1) 2@ 480v 3phase 125hp vfd @ $16367.00 each(1 in stock now in sothern ca if we act fast, Second one is 20 weeks lead time) These are Special order and will need to be paid up front. There has been 3 price increaces since the last quote raising the costs up around 35%. Also there is a worldwide shortage of this size of vfd. Line total is $32734.00 2) removal and install of each vfd. 1st fvd will be installed and tested as soon as it is recieved (will be set as primary pump). Then when 2nd pump arives we will do the same thing. We will also need to disconnect the pumps for the plumbing contractor and reconnect, test them. Note that the second pump may need to use the old vfd till the new one arrives. 3) shipping and pick up. 4) Wiring using existing wires wires to main breaker will be replaced. we will reuse the control wires and verify everything works properly.(We suggest that the wires to the motors from the vfd be replaced that way everything on that end is all new and hopefully good for the longest duration). 5) These vfds will not need air conditioning as long as there is enough clean ventelation. These vfds also do not require line reactors. 6) any other incidental parts needed to integrate new vfds to the old control system to the same function. excluding of corse othe primary equipment like breakers etc.(can be quoted if requested) 7) Will use the same wire numbers as on existing equipment so no drawings will be required to be made. If district can forward schematics to us we will notate any place we have to deviate in red. 8) Added time for Removing power wiring from the roof of the building and reinstalling as soon as the pumps are installed. 9) Quote pricing may change at any time per the shortages, inflation, and markets. Shipping times and factory lead times are also subject to change as the current market. Excludes:	1	45,734.00	45,734.00

Total

PRODIGY
ELECTRIC AND CONTROLS, INC
PRODIGYELECTRIC.COM

Quote

Please Remit To This Address:

Prodigy Electric And Controls, Inc.
PO Box 141
Lincoln, CA 95648

Bill To:

Rancho Murieta CSD
15160 Jackson Road
Rancho Murieta, CA

Quote #	40548
Date	7/25/2022
Total Due:	$53,146.00
Terms	Net 15
P.O. No.	

Phone # 916.997.0798

CA License # 998361

Job Description

Rio oso booster pump station

Description	Qty	Rate	Total
Permits, Fees, inspections, additional things that are not stated above. Run new Wire to the motors from the vfds including new connections	1	7,412.00	7,412.00

Total $53,146.00

MEMORANDUM

Date:	September 12, 2022
To:	Board of Directors
From:	Michael Fritschi, P.E. - Director of Operations
Subject:	RFP Response Committee Recommendations for WWTF Disinfection Design Services (CIP# 23-14-02)

Recommended Action

It is recommended that the Board authorize the General Manager to execute a contract with Dewberry Engineers, INC (Dewberry) in the amount of $214,668 for design services for the District Wastewater Facility Disinfection Improvements (CIP# 23-14-02).

Background

Earlier this summer the District released a request for proposal (RFP) for design services related to the Wastewater Treatment Facility Disinfection Project (Project). The project consists of replacing chlorine gas disinfection with disinfection using sodium hypochlorite (NaOCl) and constructing permanent chlorine contact facilities.

The District received only (1) proposal at that time out of the several consultants contacted. The District extended the RFP deadline, after which, the District received a total of (4) proposals. The proposals were provided to the RFP review committee consisting of one (1) Board Member, the Operations Director, and the Chief Plant Operator. The committee members were tasked with scoring the proposals based on:

- Project Understanding
- Project Approach
- Work Plan
- Proposed Schedule
- Company and Individual Experience
- References

Each criterion was ranked between 0-10 and multiplied by the individual criteria weighting for each criterion.

District separately requested and received cost estimates to perform the design services from each proposer. The cost estimates were ranked from the lowest to the highest (0-10) and the two estimates in the middle were linearly fit between the highest and lowest scores. The price score rankings were then multiplied by price criteria weighting and then added to the other criteria ranking and totaled on the master score sheet. The cost estimates were not distributed to the reviewers prior to reviewing the RFPs.

The totalized ranking of the (4) proposals resulted in the following scores:

1. 1811 – Dewberry Engineering, INC
2. 1793 - West Yost
3. 1520 - HDR
4. 1390 – Adkins Engineering

MASTER RFP Scoring Matrix for Wastewater Treatment Facility Sodium Hypochlorite Design Services									
		Respondents (Score Respondants 0-10)							
		HDR		**West Yost**		**Dewberry**		**Adkins**	
Criteria	Criteria Weight	Score	Total	Score	Total	Score	Total	Score	Total
1. Understanding of Scope of Work & Project Objectives	10	24	240	26	260	27	270	24	240
2. Project Approach	20	20	400	26	520	24	480	20	400
3. Quality of Overall Work Plan	5	28	140	26	130	25	125	16	80
4. Proposed Project Schedule for Timley Completion of Work	5	28	140	25	125	27	135	8	40
5. Company Experience Completing Similar Projects	10	28	280	29	290	21	210	11	110
6. Individual Team Member Experience Completing Similar Projects	10	27	270	25	250	23	230	14	140
7. Reference Quality - *to be scored by one reviewer*	5	10	50	10	50	5	25	6	30
8. Pricing - *to be ranked after items #1-7 are complete and fitted between 0-10 based on highest to lowest pricing.*	35	0	0	4.8	168	9.6	336	10	350
		Totals:	**1520**	Totals:	**1793**	Totals:	**1811**	Totals:	**1390**
Rank			**3**		**2**		**1**		**4**

Dewberry received the highest score and was the 2nd lowest cost by $35,000 at $214,668 estimated to complete the design services.

The District has received $750,000 in state funding for the project. A recent total project cost opinion was provided that estimated the project to reach $1.3 million when completed. The remainder of the funds needed to complete the project will be allocated from the sewer reserve. This project was approved in the FY 22-23 budget as CIP#23-14-02 and has sufficient appropriation to cover the cost of this portion of the project.

Recommendation

Staff recommends that the Board approve the District to move forward with awarding a contract with Dewberry in the amount of $214,668 to complete the design services for the Wastewater Treatment Facility Disinfection Improvements.

REQUEST FOR PROPOSAL FOR

WASTEWATER TREATMENT FACILITY SODIUM HYPOCHLORITE DESIGN SERVICES

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

AUGUST 31, 2022









Dewberry

SUBMITTED BY

Dewberry Engineers Inc.
11060 White Rock Road, Suite 200
Rancho Cordova, CA 95670
916.363.4210

SUBMITTED TO

Michael Fritschi
Director of Operations
P.O. Box 1050
Rancho Murieta, CA 95683
916.354.3700

Dewberry

Dewberry Engineers Inc.
11060 White Rock Road, Suite 200
Rancho Cordova, CA 95670-6061

916.363.4210
www.dewberry.com

August 31, 2022

Rancho Murieta Community Services District
Attn: Michael Fritschi, Director of Operations
P.O. Box 1050
Rancho Murieta, CA 95683

RE: Wastewater Treatment Facility Sodium Hypochlorite Design Services

Dear Mr. Fritschi,

Dewberry understands the importance of converting from gaseous chlorine to liquid sodium hypochlorite and expanding the chlorine contact facilities at the Rancho Murieta Community Services District (District) Wastewater Treatment Facility (WWTF). These disinfection system improvements will eliminate a major safety issue associated with storing gaseous chlorine onsite while restoring capacity and operational flexibility within the tertiary treatment facility.

Our Dewberry team is prepared to collaborate with District staff to develop a roadmap to integrating recently procured chemical storage, feed, and metering equipment into an effective chlorine dosing strategy that meets regulatory requirements while maintaining chlorine residuals in recycled water to be pumped offsite. We will brainstorm with District engineering, operations, and maintenance personnel to identify, evaluate, and prioritize facility improvements that increase chlorine contact time, allow for greater utilization of existing critical plant components, and optimize available funding and District resources. Our Dewberry team is uniquely qualified to serve you as a trusted consultant having delivered similar projects and systems at multiple treatment plants in Northern California.

Your project manager, **Dave Richard, PE** and project engineer, **Max Hardy, PE** have a combined experience in excess of 50 years and have successfully completed more than a dozen assignments involving sodium hypochlorite chemical systems, chlorine contact tanks, and/or facility upgrades. They will be supported by subject matter experts in process design/control and design of concrete water-bearing structures. If additional sources of project funding are desired, the Dewberry design team can be augmented by our internal, grant funding group that routinely monitors grant sources for agencies throughout the request, application, award, and closure cycles. We welcome the opportunity to assist you in bringing to fruition this critical project and to perpetuating a history of exceptional community service by the District.

Please let us know if you have any questions or require additional information. I can be contacted at 209.769.5060 or drichard@dewberry.com. The enclosed proposal is valid for ninety days.

Sincerely,



Dave Richard, PE
Associate Vice President, Principal Engineer

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COST (PER 3.F, PAGE 5 OF RFP)
(SEPARATE DOCUMENT EMAILED TO AWILDER@RMCSD.COM)

1. FIRM QUALIFICATIONS

About Dewberry

Dewberry is a leading, market-facing firm with a proven history of providing professional services to a wide variety of public- and private-sector clients. Recognized for combining unsurpassed commitment to client service with deep subject matter expertise, we are dedicated to solving clients' most complex challenges and transforming their communities. Established in 1956, Dewberry is headquartered in Fairfax, Virginia, with over 50 locations and over 2,000 professionals nationwide.

In California, Dewberry has served public agencies for more than 20 years. The firm is built upon the principles of dependability, resourcefulness, technical innovation, and superior project management.

Rancho Cordova Office

Your project will be managed out of our Rancho Cordova, California, office, approximately 30 minutes from the District offices. We offer the District ten local water/wastewater professionals with a supporting staff of twenty. Our office provides in-house water/wastewater, structural, transportation, and civil engineering as well as environmental services. Local professional staff have personally delivered planning, design, permitting, construction oversight, start-up, and operational advice at wastewater treatment plants for public agencies in Northern California since 1987. We are committed to helping the District deliver this critical project.

CONTACT INFORMATION

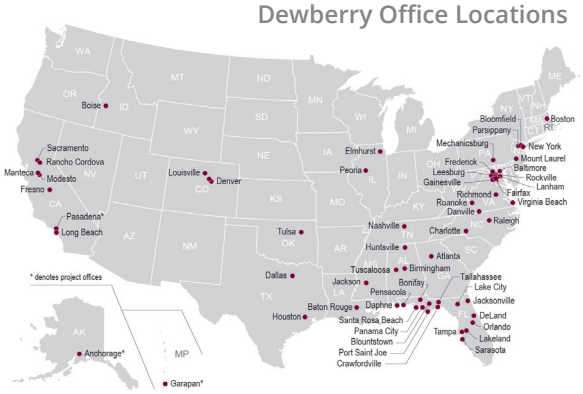
Dewberry
11060 White Rock Road, #200
Rancho Cordova, CA 95670
916.363.4210
www.Dewberry.com

PROFESSIONAL ENGINEER'S REGISTRATION

Registration information for each team member is provided with the biographies in this section.

We have been providing environmental engineering services on water and wastewater projects to clients throughout California for over 20 years.

Dewberry Office Locations



2. PROJECT TEAM

Dewberry is excited to offer Rancho Murieta Community Services District a seasoned team that brings a depth of knowledge capable of meeting any technical challenge that may be presented. The philosophy that Dewberry brings to all of our projects is to provide outstanding professional staff and empower them to provide exceptional service to our clients. An organizational chart is provided below, identifying key individuals and their roles in project delivery.

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

DAVE RICHARD, PE
Principal-in-Charge/Project Manager

PROJECT TEAM

MAX HARDY, PE
Project Engineer

KHUONG "KT" TRAN, EIT
Staff Engineer

MIKE PUGH, PE, SE
Peer Review

PATRICK RADABAUGH, PE
Peer Review

SUBCONSULTANTS

UNICO
ROB MARKES
Survey

CRAWFORD
BEN CRAWFORD, PE, GE
ELLEN TIEDEMANN, PE
Geotechnical

EETS INC
KOOSHA TOOFAN, PE
Electrical/Instrumentation Control

Subconsultants

UNICO Engineering (DBE)

UNICO Engineering is a certified DBE firm that is fully committed to providing high-quality construction management, systems engineering, and land surveying services to public and private clients.

UNICO supports public agency clients with a variety of staff augmentation roles, including project and program management, office engineering, construction oversight, surveying and right-of-way engineering, stormwater compliance, and encroachment inspection. Current clients for staff augmentation include:

- City of Elk Grove
- City of Citrus Heights
- Town of Loomis

Crawford & Associates, Inc.

Crawford was founded August 14, 2012 by Benjamin Crawford. In 2016, Crawford acquired Taber Consultants, one of the nation's oldest geotechnical engineering companies. The principals of both firms bring significant geotechnical engineering experience on a wide variety of projects throughout Northern California. Crawford has experience working with various oversight agencies including FEMA, FHWA, Cal OES, counties, cities, Caltrans, building departments, regional water quality control boards, DWR, USACE, DSA, UPRR, CA Fish and Wildlife, water and irrigation districts, utilities and environmental health departments.

EETS, Inc.

EETS is a professional electrical engineering firm specializing in the design of electrical power projects, controls, and power facilities for water and wastewater treatment plants and alternative energy projects. EETS provides design services to civil/sanitary engineers, districts and municipalities, and developers, specializing in design and specifications of electrical systems, instrumentation and controls, including power system design. With extensive experience in the design of power systems and the integration of generation and co-generation systems into existing process facilities, EETS, Inc. also performs design, start-up, and refurbishment of hydroelectric facilities utilized for energy recovery on water distribution systems.



Dave Richard, PE

PRINCIPAL-IN-CHARGE/PROJECT MANAGER

Dave is a Principal Engineer and leader of Dewberry's Northern California water and wastewater group, Dave has 44 years of experience in planning, design, permitting, and startup of wastewater engineering, specializing in wastewater conveyance, treatment, reuse, and disposal facilities. Dave has successfully completed assignments at more than 30 wastewater treatment/recycled water facilities including tertiary filtration, effluent disinfection, and chemical handling unit processes. Examples of relevant experience are briefly summarized below:

Delta Diablo, Sodium Bisulfite Tanks Replacement Project, Antioch, CA
- Chemical handling systems
- Upgrade of chemical tank farm

City of Manteca, Wastewater Quality Control Facility, Phase III Expansion, Schedule D, Tertiary Filtration/UV Disinfection, Manteca, CA
- Sodium hypochlorite handling system
- Conversion from chlorine gas to liquid chlorine
- Retrofit of chlorine contact basin

City of Ione, Castle Oaks Wastewater Reclamation Plant, Ione, CA
- Sodium hypochlorite handling system
- Chlorine contact basins

Treasure Island Wastewater Treatment Plant Improvements, Treasure Island, CA
- Chlorine contact tank modifications
- Chemical handling system

Turlock Irrigation District, Water Treatment Plant Improvements, La Grange, CA
- Sodium hypochlorite storage and metering
- Chlorine contact tank

City of Angels, Wastewater Treatment Plant Facility Plan, Angels Camp, CA
- Sodium hypochlorite storage and metering
- Chlorine contact tank conversion

City of Rancho Cordova, Pump Station Rehabilitation, Rancho Cordova, CA
- Sodium hypochlorite storage and metering system for 10 mgd pump station

City of Angels, Water Treatment Plant Facility Plan, Angels Camp, CA
- Onsite sodium hypochlorite generation, storage, and feeding

City of Tuolumne Sanitary District, Wastewater Tratment Plant Upgrade Phases 1 & 2, Tuolumne City, CA
- Chemical handling systems

Pelican Bay State Prison, Advanced Wastewater Treatment Plant, Crescent City, CA
- Chemical handling system

- **EDUCATION**
  MS • Environmental Engineering • University of California, Davis • 1992

  BS • Civil Engineering (Sanitary Option) • Michigan Technological University • 1978

- **REGISTRATIONS**
  Professional Engineer • CA #C33479



Max Hardy, PE

PROJECT ENGINEER

- **EDUCATION**
  BS • Civil Engineering • California State University Sacramento • 2013
- **REGISTRATIONS**
  Professional Engineer • CA #93472

Max has over eight years of structural design experience specializing in the design of water and wastewater treatment plants. He has managed the design and the construction of several water containing structures, including chlorine contact basins and other environmental concrete basins. He has also provided structural support for the conversion of gas chlorine to liquid sodium hypochlorite projects. Examples of relevant experience are briefly summarized below:

Dr. Joe Waidhofer Water Treatment Plant Disinfection System, Stockton East Water District, CA
- Chlorine gas conversion to sodium hypochlorite

Aquifer Storage & Recovery Wells Project, Stockton East Water District, CA
- Sodium hypochlorite treatment

American Valley Wastewater Treatment Plant Improvements
- Concrete contact basin design and concrete basin design for recycled water

Pajaro Valley Water Management Agency Disk Filter Upgrade
Misc. Mechanical Improvements, West County Wastewatr district Water Pollution Control Plant, Richmond, VA
- Retrofit to existing Chlorine contact basin



Khuong "KT" Tran, EIT

STAFF ENGINEER

- **EDUCATION**
  MS • Civil Engineering • University of the Pacific • 2019

  BS • Engineering Science • University of the Pacific • 2018
- **REGISTRATIONS**
  Engineer-in-Training • CA #168767

KT has four years of experience and is an Assistant Engineer executing project engineering tasks including research, process/hydraulic calculations, modeling, assistance with technical documents, and AutoCAD support on water, wastewater, and storm drainage projects. While completing his graduate studies at the University of the Pacific, he also served as a Civil Engineering Assistant with the California Department of Water Resources. His work has included design of complex piping networks and pumping plants including provisions for metering, flow distribution, and future expansion. Examples of relevant experience are briefly summarized below:

Turlock Irrigation District, Water Treatment Plant Improvements, La Grange, CA
- Sodium hypochlorite storage and metering
- Chlorine contact tanks

City of Angels, City Engineering Services – Water/Wastewater Services, Angels Camp, CA
- Hydraulic modeling of conveyance systems
- Technical support for state-funded projects

Oakwood Lake Water District, Wastewater System Improvements/Lift Station No. 4, Manteca, CA
- Repurposing of wastewater treatment plant
- Hydraulic modeling of conveyance systems

Placer County, Placer County Government Center Tier 1 Improvements, North Auburn, CA
- Hydraulic modeling of conveyance systems
- Repurposing of critical infrastructure



Mike Pugh, PE, SE

PEER REVIEW

Mike has over 37 years of structural design experience, including the design of water and wastewater structures, support buildings at treatment facilities, and seismic evaluations and retrofits/rehabilitation of storage tanks. Water and wastewater design assignments have included equipment foundations, pump stations, clarifiers, digesters, reactors, control/operations/lab buildings, storage tanks, and hydraulic structures. Examples of relevant experience are briefly summarized below:

Delta Diablo, Sodium Bisulfite Tanks Replacement Project, Antioch, CA
- Chemical handling systems

City of Manteca, Wastewater Quality Control Facility, Phase III Expansion, Schedule D, Tertiary Filtration/UV Disinfection, Manteca, CA
- Sodium hypochlorite handling system
- Conversion from chlorine gas to liquid chlorine
- Rehabilitation of chlorine contact basin

City of Ione, Castle Oaks Wastewater Reclamation Plant, Ione, CA
- Sodium hypochlorite handling system
- Chlorine contact basin

Sacramento Regional County Sanitation District, SRWTP Reclamation Plant, Phase I, Elk Grove, CA
- Chlorine contact basin modifications

Turlock Irrigation District, Water Treatment Plant Improvements, La Grange, CA
- Sodium hypochlorite storage and metering
- Chlorine contact tank

City of Vacaville, Water Treatment Plant, Vacaville, CA
- Chlorine contact tank

EDUCATION
BS • Civil Engineering • California State University • 1984

REGISTRATIONS
Professional Engineer - Civil • CA #43710

Professional Engineer - Structural • CA #3967

Professional Engineer - • WY #10534

Professional Engineer - • UT #5388708-2203



Patrick Radabaugh, PE

PEER REVIEW

Patrick has more than 24 years of experience in the planning, design, and construction of water and wastewater treatment plants. He specializes in chemical/biological process design, nutrient management, process modeling, process optimization, aeration systems, filtration (membrane and mixed media) and chemical feed systems, and hydraulics. He has been the lead process engineer and project manager for more than $110 million in wastewater treatment infrastructure, including biological phosphorus improvements, treatment facilities capable of enhanced biological nutrient removal, and aeration system evaluations and improvements.

Georgetown Water and Wastewater Treatment Plant Improvements
- CT calculations, sodium hypochloride storage and metering

Superior On-Call Water and Wastewater Disinfection
- CT calculations, sodium hypochloride storage metering

Town of Parker, Rueter-Hess Water Water Purification Facility, Parker, CO
- CT calculations, contact basin sizing, sodium hypochloride storage metering

EDUCATION
MS • Environmental Engineering • Michigan State University • 1998

BS • Environmental Engineering • New Mexico Institute of Mining & Technology • 1995

REGISTRATIONS
Professional Engineer • CO #37753

Benjamin D. Crawford, PE, GE

PRINCIPAL GEOTECHNICAL ENGINEER

- **EDUCATION**
  BS • Civil Engineering • California Polytechnic State University • 2002
- **REGISTRATIONS**
  Professional Engineer - Civil • CA #C68457
  Geotechnical Engineer • CA #GE2861

Ben is the Founder and President of Crawford & Associates, Inc. He has over 20 years of experience and has managed complex projects including bridges, roadways, pavement rehabilitation, water and wastewater, parks, and trails. Ben's experience includes providing geotechnical recommendations for water, wastewater, storm drainage, and pipeline projects, including associated ancillary structures, foundations, and pavement/flatwork. Previous projects include reinforced concrete pipelines, large-diameter pipelines, work within wetlands and waterways, open-cut and trenchless pipelines, and projects within areas of high seismicity. Examples of relevant experience are briefly summarized below:

- **Tobin Water Tank and Pipeline, Tobin, Plumas County, CA**
- **Arden Pump Station Wet Well Assessment and Remediation, City of Sacramento, CA**
- **Bajamont Way Groundwater Treatment Facility Project, City of Carmichael, CA**
- **Ukiah Chloride Contact Basin Replacement, Ukiah, Mendocino County, CA**
- **City of Ukiah WTP Backwash Basin Rehabilitation, Ukiah, Mendocino County, CA**
- **Area 2 Stormwater to Sanitary Sewer Cross Connection Project, Modesto, CA**
- **Zone 7 Water Agency Busch Valley Well No. 1, Pleasanton, CA**
- **Thornton WWTP Evaluation Project, San Joaquin County, CA**
- **College of the Redwoods Wastewater Treatment Plant, Humboldt County, CA**
- **Bass Lake WWTP Equipment Pad Improvements, Madera County, CA**

Ellen Tiedemann PE

SENIOR ENGINEER

- **EDUCATION**
  BS • Civil Engineering • University of the Pacific • 2017
- **REGISTRATIONS**
  Professional Engineer - Civil • CA #C91681

Ellen has a Bachelors Degree in Civil Engineering from the University of the Pacific. Her responsibilities include managing field explorations, performing engineering analysis, and preparing geotechnical reports. As a Senior Engineer, with five years of experience, Ellen is responsible for reviewing site documentation, field observations, and drilling logs during field investigations. Project types include bridges, pavement design, pipelines, pump stations, and water/wastewater treatment facility projects. Ellen joined the Crawford & Associates ownership team in 2021. Examples of relevant experience are briefly summarized below:

- **City of Arcata WWTP Improvements, Arcata, CA**
- **Thornton WWTF New Conveyance System, Thornton, CA**
- **Jamestown Sanitary District WWTP Facilities Project, Jamestown, CA**
- **Notre Dame Road Water Main, Butte County, CA**
- **Lakeport South Main 14-inch Water Main Loop Project, Lake County, CA**
- **Conn Creek Bridge Water Pipe Crossing Project, Calistoga, CA**
- **County Road 96 Bridge over Union School Slough, Yolo County, CA**
- **Sulphur Creek Fish Passage Improvement Project, Napa County, CA**
- **Sports Park Drive Pedestrian Overcrossing, Woodland, CA**
- **Bolinas Lagoon Wye Wetlands Project, Marin County, CA**

Rob Markes

SURVEY

With 33 years as an experienced survey crew chief, Rob excells in topographic mapping, construction staking, and boundary surveys. His land surveying expertise includes supervising and performing Global Positioning System surveys, topographic surveys, aerial control surveys, horizontal and vertical control networks, title surveys, boundary surveys, cadastral surveys, geodetic surveys, engineering surveys and construction surveys, plus construction control and staking for a wide range of projects. Examples of relevant experience are briefly summarized below:

- **City of Suisun, Cement Hill Pipeline Project, Suisun, CA**
- **Butte County, Stirling City Sewer Rehabilitation Project, Butte County, CA**
- **City of Folsom, Natoma Alley Sewer Rehabilitation Project, Folsom, CA**
- **City of Oroville, Sanitary Sewer Project, Oroville, CA**
- **City of Lincoln, Downtown Waterline and Street Resurfacing Project, Lincoln, CA**

Koosha Toofan, PE

SENIOR ELECTRICAL ENGINEER

- **EDUCATION**
  BS • Electrical Engineering • University of California - Davis • 2006

  MBA • Management & Strategy • Western Governors University• 2013

- **REGISTRATIONS**
  Professional Engineer - Civil • CA #E20418

Koosha has over twelve years of experience at EETS as an electrical design engineer. He focuses on electrical, controls, and instrumentation design for wastewater treatment and water treatment plants and water distribution and pumping plants. His electrical design expertise includes the preparation of calculations, providing coordination studies, layout of the electrical equipment, power distribution, power system analysis and modeling, and the preparation of technical specifications. In addition, engineering construction services are provided in support of the construction and startup of the facilities. Examples of relevant experience are briefly summarized below:

City of Manteca, Wastewater Quality Control Facility, Manteca, CA

- Design of new 17kV service, 17kV underground loop distribution system
- Design of distributed emergency generation system

City of Burlingame, Wastewater Retention Basin, Burlingame, CA

- Design services for new motor-operated valves
- Integrate new controls with existing SCADA system

Clearlake Oaks, Wastewater Treatment Plant Additions, Clearlake Oaks, CA

- Design services for the existing wastewater treatment plant for the addition of a clarifier with a RAS pumping station and associated instrumentation.
- Prepare electrical plans, specifications, and construction cost estimates for the addition of an equalization pond

3. UNDERSTANDING OF WORK

Dewberry Understands the Scope of This Project

This understanding is based on: 1) information gathered during two site visits and meetings with operational staff at the District wastewater treatment facility; 2) review of historical reports and construction drawings furnished by the District; and, 3) past design, construction, and permitting experience on similar projects. Our understanding of the work is divided into the following sections:

- Project Objectives
- Approach
- Scope of Services
- Preliminary Schedule

Each are discussed below:

Project Objectives

Recycled water for golf course irrigation is produced through the tertiary treatment elements of the District wastewater treatment facility (WWTF). Following treatment through dissolved air flotation, wastewater filtration, and chlorine disinfection, recycled water is routed by gravity to a 1.7 million gallon storage/balancing pond prior to pumping off site. The storage pond serves as an effective mechanism to manage the differences between daily offsite recycled water demands and flows through the tertiary treatment system. Because of CT requirements dictated by California Title 22 standards for recycled water for unrestricted landscape irrigation and limited onsite chlorine contact basin volume, a temporary PVC pipe network was installed in the storage pond to provide additional contact time. Although the pipe network has proven successful from a regulatory compliance perspective, this process is not considered sustainable long-term because of the inevitable deterioration of exposed PVC pipe. Replacement of the piping network with additional chlorine contact volume represents one of the key objectives of planned disinfection system improvements at the WWTF. Expansion of chlorine contact facilities will also allow for greater utilization of available capacity in other processes at the WWTF.

Chlorine gas is stored currently onsite and used for wastewater disinfection. Storage and handling of chlorine gas presents multiple regulatory and safety challenges and the District has initiated a program to replace the use of chlorine gas with liquid sodium hypochlorite. Initial steps taken have included the purchase and installation of two insulated, 5,000 gal storage tanks within a containment bay, chemical transfer pump, multiple chemical metering pumps and delivery piping within a room shared with alum metering equipment, instrumentation to manage dosing of sodium hypochlorite at various locations, piping interconnections, and SCADA system upgrades. While the building blocks are in place for conversion from gaseous to liquid chlorine, there remain a number of key elements to be added to create a robust, maintainable, and easily operable disinfection system including additional safety provisions, features to increase resilience, more extensive process monitoring, and redundancy/reliability in critical equipment. A complete integration of pre-purchased and installed facilities into the planned plant improvements also represents a desired project objective.

In terms of a financial objective for the project, the District has obtained approximately $750,000 in funding through the state. Depending on the final scope of improvements, actual construction costs may exceed this amount of available state funding. Identifying the “best bang for the buck” will be a key objective in evaluating alternatives for system improvements. Developing a comprehensive plan to meet current and future flow requirements and recycled water demands through re-purposing of existing facilities, phasing of construction, and effective utilization of pre-purchased/installed systems will be necessary steps in identifying a cost-effective investment for the District.

In support of these three project objectives, achieving the following over-arching goals will be critical:

- Maximizing operational flexibility and personnel safety in maintenance of new systems.
- Restoring the full treatment capacity of the WWTF through expansion of chlorine contact facilities.
- Building in provisions to streamline future expansion to satisfy potential flow and treatment requirements.

- Minimizing any incremental increases in operation and maintenance costs
- Avoiding interruptions to plant operations during construction.

Our approach to addressing these goals and objectives is presented below.

Approach

In collaborating with the District in achieving the project goals and objectives, the Dewberry team will concentrate on the following:

- Maximizing the Utilization of Recently Procured Chemical Handling Systems
- Improving the Long-Term Maintainability of Critical Ancillary Systems
- Restoring the Capacity of the Tertiary Treatment Facility
- Optimizing Initial Capital Costs
- Minimizing Impacts to Plant Operations During Construction

Our approach to integrating each of these key concepts into the project delivery documents is presented below.

Maximizing the Utilization of Recently Procured Chemical Handling Systems

Integrating existing sodium hypochlorite storage, metering, and dosing systems will trigger the following sequence by the Dewberry team as illustrated in the graphic on the following page.

- Review of available technical documentation associated with each component to determine capacities, materials of construction, operational controls, and available instrumentation.
- Inspection of each component in the field to confirm as-built conditions and to discuss any start-up/troubleshooting procedures undertaken previously by District staff.
- Review of historical chlorine use at the plant based on desired chlorine residual targets within the tertiary treatment process. These targets will also be evaluated/compared to regulatory requirements for the production of Title 22 recycled water.
- Development of sodium hypochlorite system requirements considering existing and future flows through the tertiary treatment facility at the WWTF. Requirements will include recommended onsite storage, metering pump dosage rates, delivery system hydraulics, control strategies, and materials of construction. Storage requirements in particular will be evaluated in view of the following parameters:
  - Commercial grade sodium hypochlorite is typically available in 12.5% strength.
  - Because the strength of sodium hypochlorite deteriorates with time, the maximum amount of chemical stored should be equivalent to 2-3 weeks of average daily usage.
  - Available deliveries from local chemical suppliers.
  - District preferences for chemical delivery schedules.
- Comparison of existing and future sodium hypochlorite requirements with available capacities and capabilities within the existing installed systems. Potential shortfalls or deficiencies will be identified and mitigations suggested based on discussions with District staff and outreach to system vendors. Additions or modifications to equipment/systems will consider potential phasing to reduce initial capital costs.
- Development of an integration or bridging document to be incorporated into the project construction documents that details the following:
  - Technical specifications and shop drawings for pre-purchased systems.
  - Record drawings illustrating installation details for chemical handling systems.
  - Supplemented systems or equipment to be furnished by the contractor.
  - Inter-connection requirements.
  - Testing and acceptance procedures.
  - Warranty requirements.



Existing tank farm

Improving the Long-Term Maintainability of Critical Ancillary Systems

Three factors that drive the maintainability of a system include: 1) Convenient and safe access; 2) Operational flexibility; and, 3) Robust resilience under emergency conditions. Difficult or dangerous access usually results in no regular/preventative maintenance occurring. Without operational flexibility, a system cannot be removed from service without extraordinary measures which are then challenging to implement. If a system is vulnerable during an emergency, the ability to restore the system (resilience) is compromised, contributing to subsequent operation and maintenance failures. In the end, falling short in any of these areas will contribute to reduced service life and poor performance.

To improve the long-term maintainability of disinfection systems at the WWTF, Dewberry will consider the following measures:

- Expanding the storage tank containment area to provide greater access for staff.
- Relocating chemical feed pumps to the expanded containment area to avoid possible spills.
- Considering the use of double containment for chemical piping in locations that are particularly vulnerable to damage.
- Revising the storage tank fill location to avoid routing supply pipelines through the alum containment bay.
- Adding additional eye wash stations in locations that are readily accessible to staff in an emergency at the chemical tank farm.
- Modifying storage tank piping through additional supply and discharge piping inter-connections to maximize operational flexibility.
- Expanding the concrete pads supporting the chemical tanks to facilitate the installation of seismic restraints and tank hold-downs for wind loads.
- Replacing the current access to the top of tanks with ladders/safety cages/platforms to improve personnel safety.
- Expanding the SCADA connectivity at the tank farm to allow for more robust remote monitoring of operational conditions and emergency alarms.

The annotated images below illustrate several of these potential measures.





Restoring the Capacity of the Tertiary Treatment Facility

The limiting unit process in the District tertiary treatment facility is disinfection because of the available chlorine contact time. For Title 22 recycled water to be used for unrestricted landscape irrigation, desired contact time following tertiary treatment (filtration) is 120 minutes at peak flow. Contact time requirements may vary depending on the chlorine residual maintained in the contact tank. With a contact time of 120 minutes, the existing chlorine contact chamber has a capacity of approximately 0.4 million gallons per day (mgd). The balance of the desired contact time at current flows is then provided by the temporary PVC pipe network in the tertiary effluent pond. To replace the temporary PVC pipe network, a second chlorine contact tank will be required. To provide superior plug flow hydraulics, the contact tank would consist of a series of baffled channels similar to the existing chlorine contact chamber. Design of the channels would be driven by the following:

- Minimum channel length to width ratio of 40:1
- Minimum channel to depth ratio of 40:1
- Width to depth ratio of 1.1-1.2 to 1

Using these guidelines, various alternatives will be developed to provide the 120 minutes of contact time at both existing flows (approximately 2.3 mgd) and the design capacity of the other tertiary treatment components (3.0 mgd). Examples of various contact basin footprints and cross sections depending on the use of the existing chlorine contact chamber are illustrated in the accompanying site plans (Figures 2 and 3) on the following pages. Location of the contact tank to the east of the existing unit is recommended to minimize piping requirements and to avoid significant impacts to the existing hydraulic profile. Any new contact tank would be covered to help maintain chlorine residual and to avoid algae re-growth. Access would be provided to allow for periodic inspection and maintenance. The tank would be divided into two sections to allow for removal from service of each section for annual cleaning and inspection. If re-use of the existing chlorine contact chamber is desired, access covers could be installed as depicted in Figure 1.

Alternatives for expansion of the chlorine contact basin facilities and restoration of capacity will then be evaluated considering the following:

- Capital cost
- Impacts to hydraulic profile
- Operational flexibility
- Construction footprint impacts
- Constructability
- Phasing

A decision matrix will be developed with District staff in a brainstorming workshop and the preferred option identified based on input from management, engineering, and operations personnel.

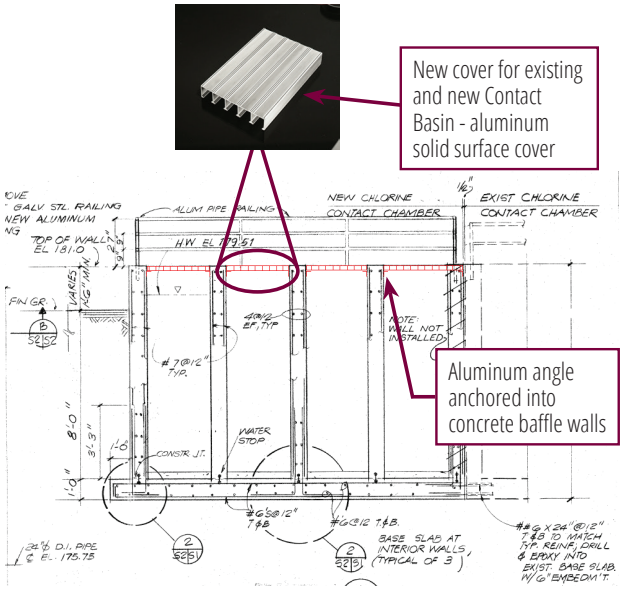
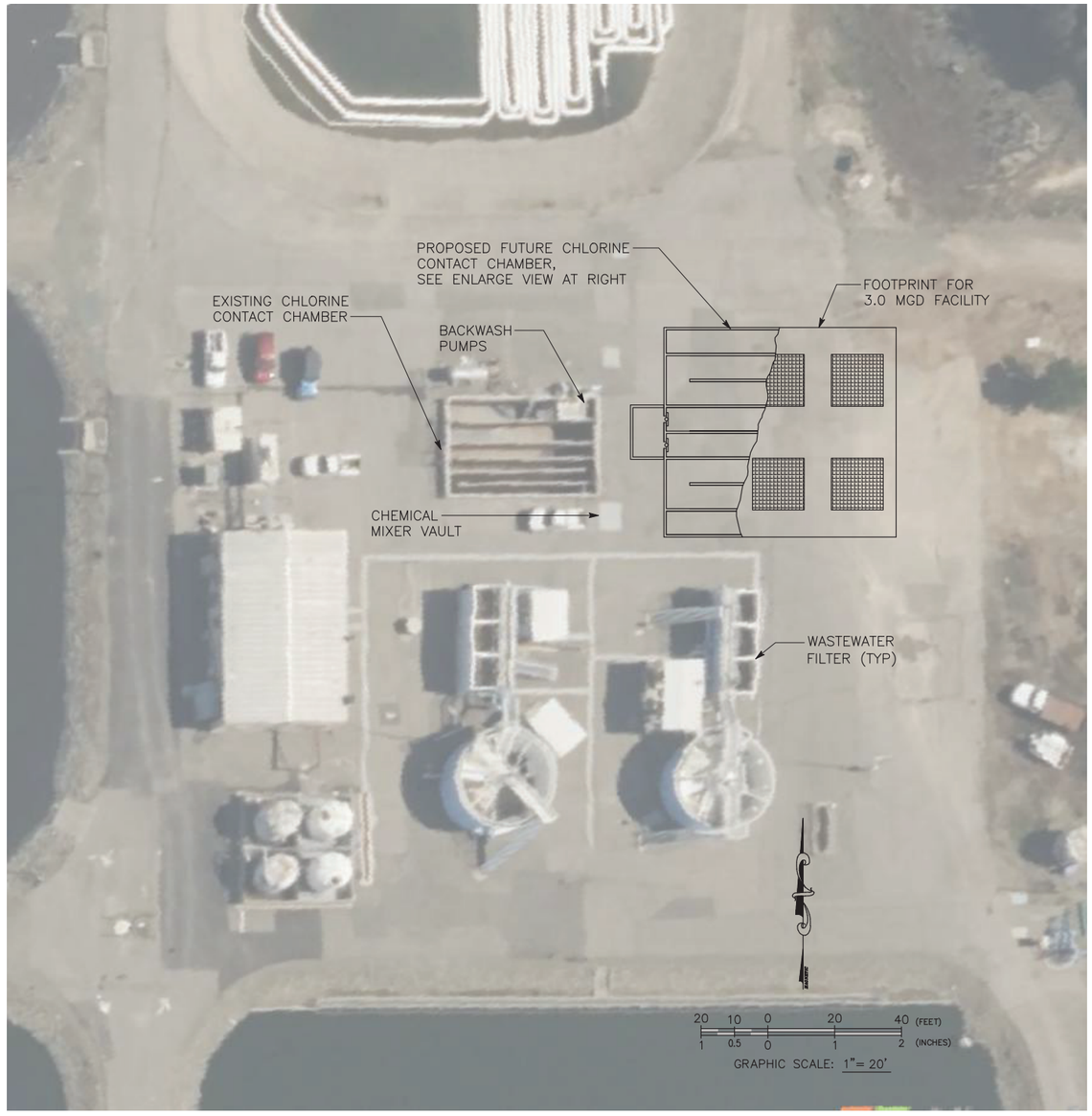
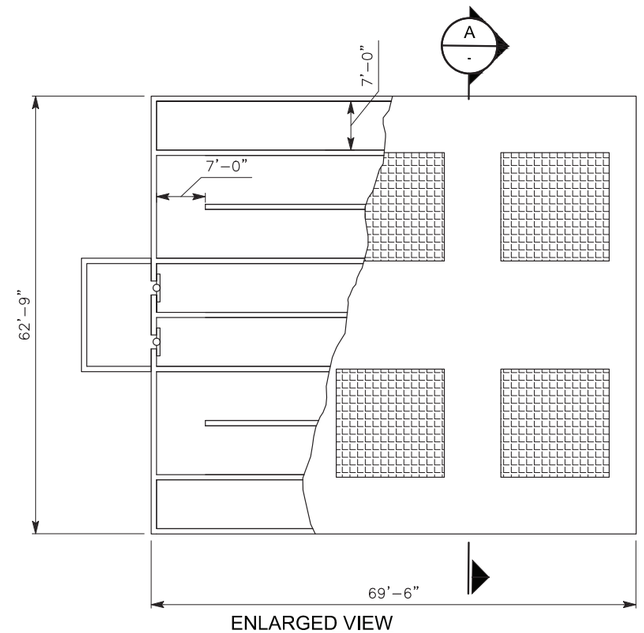


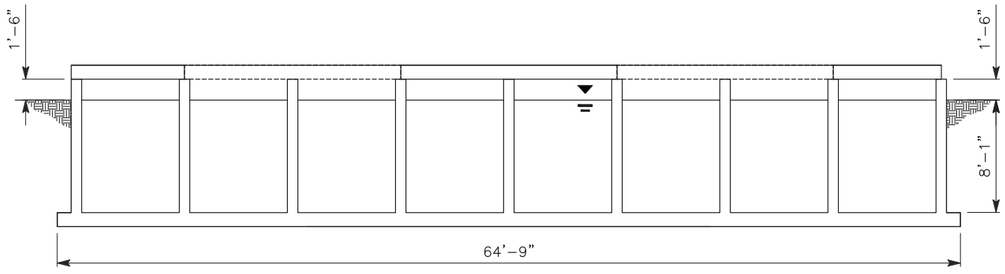
FIGURE 1 Cover for existing contact basin



PLAN VIEW
SCALE: 1"=20'

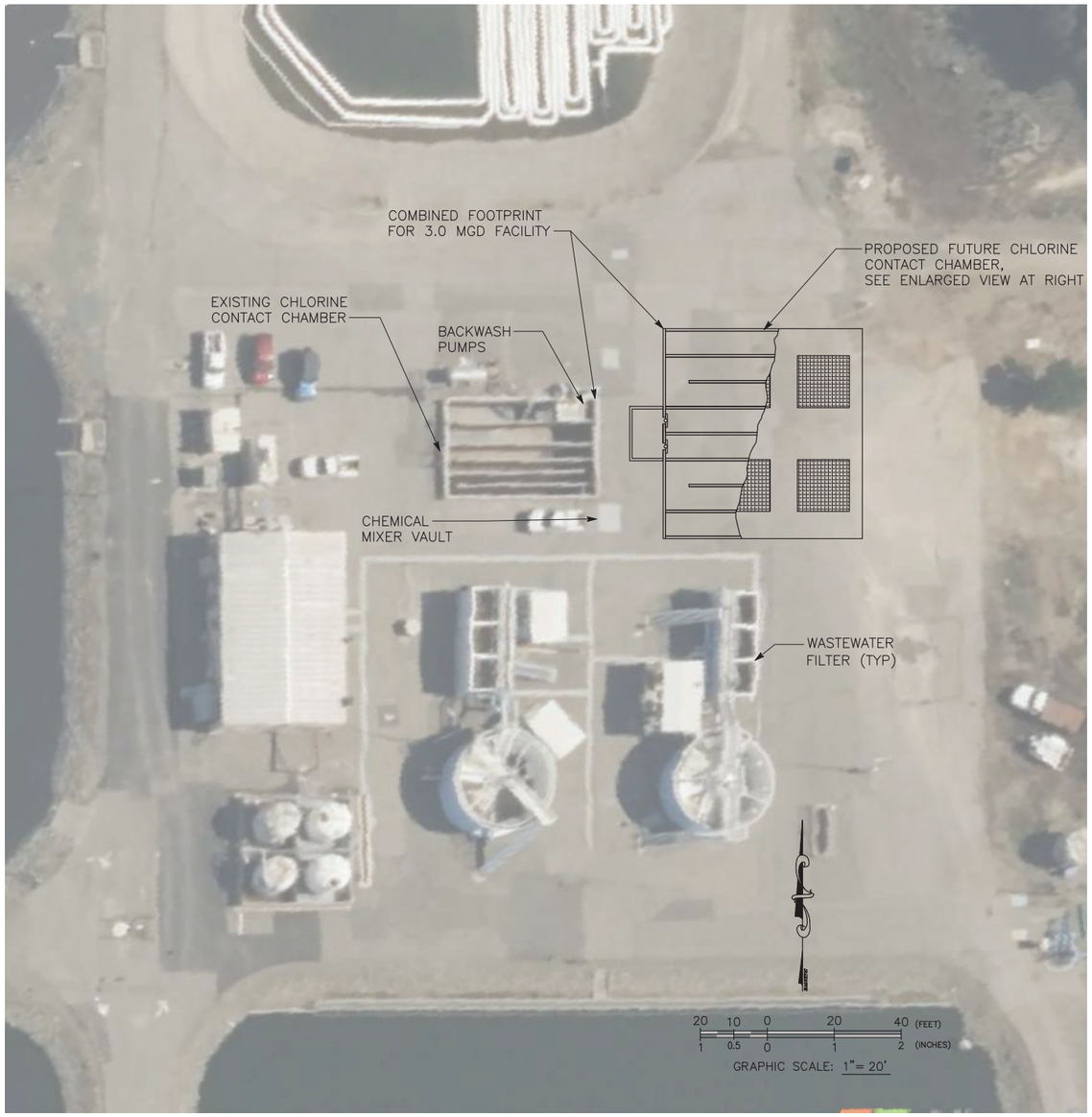


ENLARGED VIEW

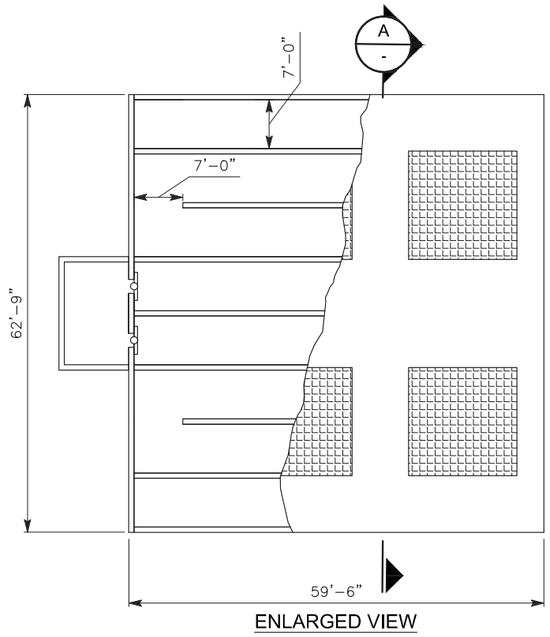


SECTION A

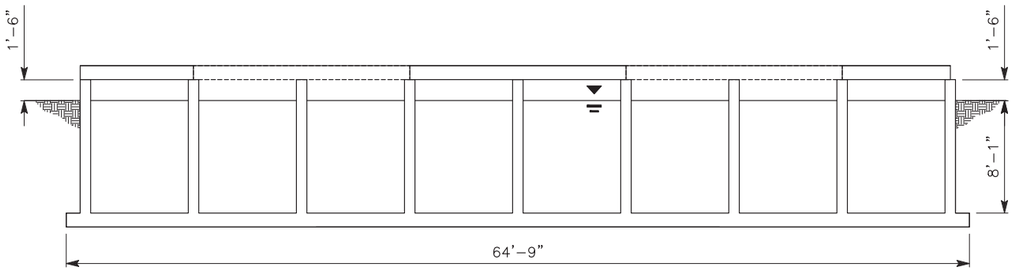
FIGURE 2 Contact basin #1



PLAN VIEW
SCALE: 1"=20'



ENLARGED VIEW



SECTION A

FIGURE 3 Contact basin #2

Alternative chlorine contact basin #2

Optimizing Initial Capital Costs

Projected construction costs for recommended improvements may exceed the external funding received for the project. Because of potential budget limitations, prioritizing improvements will be critical to optimize subsequent capital investments. The initial step in prioritizing improvements is to clearly document the rationale for each improvement or desired feature. The rationale for each improvement can then be vetted by considering the following:

- To what extent does the improvement align with project goals?
- Will the improvement be fully utilized at completion of the project?
- Will the improvement increase operational flexibility and enhance facility performance?
- How does the improvement contribute to greater staff safety?
- Does the cost of the improvement increase significantly if work is deferred to a future phase?
- From the vetting process, the improvements can be ranked and costs further evaluated. A comparison with available funding, both external and internal, can be undertaken and the most favorable improvements identified for incorporation into the final project. This approach helps assure that the District not only receives the "best bang for the buck" but also retains a prioritized list of improvements that could be added to the project if other funds become available.

Minimizing Impacts to Plant Operations During Construction

Our approach to minimize operational impacts is to develop in collaboration with plant staff, a detailed construction sequencing plan for incorporation into the construction contract requirements. The construction sequencing plan will include the following provisions/requirements:

- Minimum requirements for system operation such as one chlorine dosing point always operational.
- Contractor work hour limitations within District facilities.
- Strict limits on the contractor work area as well as staging/laydown areas within District facilities.
- Clear delineation of contractor and District responsibilities during construction.
- Required setbacks from critical plant components.
- Advanced notification requirements for contractor work activities or requests for District assistance.
- Testing and commissioning of parallel systems without interrupting existing systems.
- Installation/operation of temporary systems to facilitate cutover process to new improvements.
- Decommissioning procedures for systems/equipment being replaced.
- Final acceptance procedures.

SCOPE OF SERVICES

Task 1 - Project Management

It is critical that the District is: 1) kept fully informed of key issues and their resolution; 2) provided multiple opportunities for feedback; and 3) updated regularly regarding the status of the Project budget and schedule. Management of the Project and communications with the District will be accomplished under the following subtasks:

1.1 Project Administration

Project administration includes supervision and scheduling of Project team, project coordination, oversight of subconsultants, liaison with the District, creation and maintenance of a decision log of key project decisions, monitoring of budget and schedule, providing technical information in support of external funding, and corresponding with the District staff and other interested parties

1.2 Project Reporting

Monthly status reports will be prepared and submitted with each monthly invoice. Monthly reporting will include a description of work accomplished, anticipated action items, upcoming critical decisions, an updated project schedule, and budget status.

1.3 Project Meetings

A Project kickoff meeting will be held with the District staff and key stakeholders to review the Project scope, approach, goals, any additional information needed, District concerns to be addressed, and schedule including deliverable milestones. A draft meeting agenda will be submitted to the District one week in advance of the meeting. A final agenda will be submitted to the District two business days before the meeting. Draft meeting notes will be prepared by Dewberry and distributed to the District within three business days of the meeting. Final meeting notes will be distributed within two business days of receipt of City comments.

Project status meetings will be held with District staff as the project progresses to review progress to date, discuss upcoming project activities, discuss action items, confirm project priorities, and discuss any outstanding or high-priority issues. A day/time for the recurring meetings (in person or virtual) will be coordinated with the District. A total of six status meetings will be held through the duration of the Project.

Additionally, progress meetings will be held with District staff at select project milestones to: 1) provide updates on the project and information on upcoming deliverables; 2) allow discussion of any issues/ decisions needed; and 3) review the project schedule. A total of four review meetings will be held through the duration of the Project as noted below:

- Construction Sequencing Brainstorming Meeting
- Preliminary Design Report Review
- 60% Design Review
- 100% Design Review

Results of each review meeting will be documented in meeting notes and the Project decision log

1.4 Peer Review

Peer reviews will be undertaken on deliverables prior to submittal to the District. Review of documents will focus on conformance with Project goals, completeness of documents, accuracy of calculations, consistency of deliverables, and overall presentation as well as responses to and resolution of comments/ concerns provided by District staff. The results of the peer reviews will be documented in the monthly status reports.

1.5 Presentation Materials for District Board of Directors Meeting (Optional)

Should District staff decide to present status reports to the Board of Directors, if requested, Dewberry can prepare PowerPoint slides and large-scale exhibits to illustrate the Project. The Dewberry Project Manager can also attend the briefing and assist in response to questions from the Directors.

TASK 1 DELIVERABLES:

- Monthly Status Reports
- Meeting Agendas and Notes
- Project Decision Log
- Presentation Materials (optional)

Task 2 – Collection and Review of Background Information

It is essential to gather as much information as possible and confirm existing conditions and plant operational parameters. The objective of Task 2 is to compile available background information into a database that will serve as a foundation for subsequent alternatives evaluation and design.

Existing facilities information, design drawings, calculations, technical studies, operation/ maintenance manuals, regulatory permits/ correspondence, monitoring reports, performance data, and operational records that are available will be reviewed.

Outreach to District operational staff is critical in the collection of background information and operational data needed for subsequent analyses. Outreach efforts will focus on District staff that operate the tertiary elements of the facility to gain knowledge regarding previous operations, known maintenance and safety concerns, current techniques for mitigating problems in the disinfection process, and anecdotal information. Information will be obtained concurrent with a site visit (Task 3). Field notes and photographs will be gathered and used for development of the Preliminary Design Report (Task 6).

Dewberry will prepare a background technical memorandum (TM) that summarizes the information collected and evaluated under Task 2 and will serve as a key element in development of the preliminary design. The summary will be formatted such that not only is the information clearly defined, but the source of the information is identified along with how the information will be used in system analysis. A tentative outline of TM 1.0 is as follows:

- Background Information Reviewed
- Description of Facilities
- Key Input from District Staff
- Preferred Equipment and Materials
- Summary of Design Criteria

TASK 2 DELIVERABLES:

- TM 1.0 – Summary of Background Information

Task 3 – Site Visit

A site visit at the District plant will be performed concurrent with the kickoff meeting. Field notes and photographs will be gathered and used for the development of the Project design. Special attention will be directed to visible indications of existing utilities, site access and staging area availability, circulation problems, existing process constraints and SCADA capabilities, and other factors that will affect construction. The "job walk" will also provide an opportunity for input from various team members regarding project constraints, topics of concern, areas needing further review, and questions that may need to be addressed with District staff.

Task 4 – Determination of Sodium Hypochlorite Storage and Metering Requirements

Historical chlorine usage at the District plant can serve as a basis for projecting sodium hypochlorite requirements under current and future conditions. Storage and metering requirements can be compared to the capacity of recently-installed systems to develop an integration plan and to identify any recommended enhancements for implementation.

4.1 Review of Dosing Requirements and Locations

Plant operational records will be reviewed to determine typical chlorine dosage concentrations at various application points within the tertiary treatment unit processes. Adjustments in current dosing practices (locations, target concentrations) will be reviewed with plant staff to develop a strategy for meeting regulatory requirements for chlorine residual. Dosage data will be compared with flow meter data from the tertiary lift station to determine daily chlorine usage in lbs/day over a 3-year period. Maximum sustained usage over a 7-day period will be evaluated and compared to historical chlorine deliveries. Baseline values may then be revised considering changes in dosing strategies. Sustained chlorine usage (lbs/day) will serve as a basis for determining peak daily sodium hypochlorite usage (gal/day), assuming 12.5% available strength. Storage facilities will be sized assuming sustained peak usage for 7-day and desired frequency of chlorine deliveries.

4.2 Assessment of Storage Facilities

An assessment of available sodium hypochlorite storage, transfer, and metering facilities will be undertaken considering current and future dosing requirements. The assessment will evaluate facilities in the following areas:

- Capacity

- Material compatibility with sodium hypochlorite service
- Operational flexibility
- Conformance with accepted codes and standards
- Personnel safety
- Provisions for local/remote monitoring and control
- Ease of expansion

The results of the assessment will be presented in a simple matrix along with recommended actions.

4.3 Recommended Integration of Available Systems and Facilities

The results of Tasks 4.1 and 4.2 will be summarized in TM 2.0, Integration of Available Systems and Facilities. Recommendations will be presented regarding each component of the existing sodium hypochlorite storage, feed, metering, instrumentation, and monitoring systems. Recommendations for integration will be categorized as follows:

- Integrate with no modifications required
- Integrate with minor revisions
- Integrate with upgrade in enhanced safety features
- Integrate with expanded monitoring and control provisions
- Integrate as initial phase in long-term improvement
- Do not integrate

The rationale for each recommendation will be included in TM 2.0. Review comments from the District will then be incorporated in the preliminary design report (Task 6).

TASK 4 DELIVERABLES:

- Assessment Matrix
- TM 2.0, Integration of Available Systems and Facilities

Task 5 – Evaluation of Alternatives for Expansion of Chlorine Contact Facilities

The District desires to replace the temporary PVC pipe network within the tertiary effluent storage pond with expanded chlorine contact facilities. Contact time provided currently by the pipe network would be replaced by a new chlorine contact basin. Alternatives to expand the chlorine contact facilities would include the following:

- New chlorine contact basin sized to meet Title 22 disinfection requirements for current flows (2.3 mgd) through the tertiary treatment facility with the existing chlorine contact chamber re-purposed for backwash water/recycled water storage/pumping.
- New chlorine contact basin sized to meet Title 22 disinfection requirements for plant flow of 3.0 mgd through the tertiary treatment facility with the existing chlorine contact chamber re-purposed for backwash water/recycled water storage/pumping.
- New chlorine contact basin sized to meet Title 22 disinfection requirements with the existing chlorine contact chamber for current flows (2.3 mgd) through the tertiary treatment facility.
- New chlorine contact basin sized to meet Title 22 disinfection requirements with the existing chlorine contact chamber for a plant flow of 3.0 mgd through the tertiary treatment facility.

In development of alternatives, the following critical issues will be addressed:

- Flow distribution and control between parallel chlorine contact basins.
- Ability to remove one half of a chlorine contact basin from service for annual cleaning and maintenance.
- Covering of a contact basin to maintain chlorine residuals while reducing the potential for algae growth.
- Backwash storage and pumping for the wastewater filters.

Evaluation of alternatives will consider the following:

- Capital costs
- Impacts to hydraulic profile
- Operational flexibility
- Construction footprint impacts
- Constructability
- Phasing

The results of the evaluation of alternatives including the recommended option will be summarized in TM 3.0, Evaluation of Chlorine Contact Facilities Expansion Alternatives and submitted to District staff for review and comment. Feedback from the District will then be incorporated into the Preliminary Design Report (Task 6).

TASK 5 DELIVERABLES:

- TM 3.0, Evaluation of Chlorine Contact Facilities Expansion Alternatives

Task 6 – Preliminary Engineering Design

Based on the results of Tasks 1-5 and District input on TMs 1.0-3.0, preliminary engineering documents will be prepared including construction drawings and reports as detailed below.

6.1 Summary of System Hydraulics

Based on the preferred alternative for the expansion of chlorine contact facilities, an updated hydraulic profile will be created beginning at the outlet of the wastewater filters through the chlorine contact basins to the tertiary effluent storage pond. The hydraulic profile will be completed considering current and future (3.0 mgd) flows and will be used to set critical elevations within existing and proposed hydraulic structures.

6.2 Summary of Design Criteria

Design criteria to be summarized include process, mechanical, electrical, and structural parameters. Design criteria will reference current codes and standards and will align with Title 22 requirements. Design criteria will serve as a basis for sizing of facilities, performance requirements, and process connectivity.

6.3 Discussion of Construction Sequencing

The existing tertiary treatment components at the WWTF must remain in service throughout construction during the irrigation season except during limited shut-down periods for inter-connection/integration work. Marrying these requirements will require the development of a construction sequencing plan in close consultation with District staff. The construction sequencing plan will include provisions for testing and commissioning of new systems, cutover of piping and control networks, phased demolition/removal of existing facilities, and final project acceptance. The goal in preparing the preliminary construction sequencing plan is to identify potential facility requirements and features that are triggered by the Project. One brainstorming meeting is anticipated with District (Task 1.3) The preliminary construction sequencing plan will be summarized in the Preliminary Design Report (PDR).

6.4 Development of Opinion of Probable Construction Costs

Using preliminary plans, takeoff quantities will be developed for the Project. Unit prices will be applied along with equipment pricing from vendors to create a conceptual level opinion of probable costs for the Project.

6.5 Preliminary Design Report

A PDR (TM 4.0) will be prepared for the Project and will include a discussion of the following:

- Design criteria
- Hydraulics/hydraulic profile
- Storage tank/containment sizing
- Chlorine feed and delivery mechanisms
- Fill station improvements
- Dosing location/integration with process controls
- Chlorine contact basin improvements
- Chlorine contact chamber modifications
- Connectivity to existing facilities
- Electrical and instrumentation requirements
- Demolition of PVC network and chlorine gas infrastructure
- Construction sequencing
- Preliminary construction schedule
- Summary of probable construction costs

The draft PDR will be submitted to the District for review and comment. Comments from the District will be incorporated into the detailed design documents.

6.6 Preliminary Design Drawings

Preliminary design drawings (30% design level) will be prepared and submitted in conjunction with the PDR.

TASK 6 DELIVERABLES:

- Preliminary Design Report (TM 4.0)
- Preliminary Design Drawings

Task 7 – Detailed Design

This task will include: a topographic survey; a geotechnical investigation; and preparation of construction drawings, technical specifications, contract documents, and opinions of probable construction costs at the 60%, 100%, and final/signed bid documents stages.

7.1 Topographic Survey and Mapping

UNICO will perform a topographic survey of the WWTF site. Tasks shall include:

- Set horizontal and vertical control in the vicinity of the area of the topographic survey. Horizontal control will be based on California Coordinate System Zone 3, North American Datum 1983 (NAD83), and vertical control will be based on the North American Vertical Datum of 1988 (NAVD88).
- Perform a topographic field survey to locate the existing visible improvements and visible utilities located within the project survey limits for the WWTF site. The topographic field survey will locate existing features such as:
  - Access roads (including changes in surface materials)
  - Control building and filters
  - Outside edges of ponds
  - Outside edges of chlorine contact chamber
  - Outer corners of all buildings/structures
  - Existing ground contours
  - Manholes, drain inlets, cleanouts, and valves (including inverts at accessible manholes/ structures)
  - Light poles/pull boxes/transformers
- The topographic survey map will depict existing visible improvements and utilities within the project limits including 1-foot contours and DTM at a scale of 1-inch = 10 ft. Underground utility locations will be based on record drawing information provided by the District. No potholing is anticipated under this task.

7.2 Geotechnical Investigation

To provide geotechnical recommendations for the planned improvements, Crawford will perform the following:

- Meet with WWTP staff familiar with onsite utilities.
- Mark the site for Underground Service Alert (USA).
- Obtain the Sacramento County Environmental Health Permit for borings.
- Review available geologic and groundwater information.
- Drill, log, and sample two explorations to depths ranging from 25 to 50 feet below existing grade (or until refusal is met). An engineer/geologist will field-classify the materials encountered and log the borings (including groundwater conditions). Bulk and relatively undisturbed soil samples will be collected from the borings. The borings will be backfilled in accordance with County permit requirements.
- Perform laboratory testing on samples collected during fieldwork.
- Perform analysis and prepare a Geotechnical Report containing the following:
  - Project description,
  - Scope of services
  - Subsurface soil conditions
  - Groundwater conditions
  - Laboratory test results
  - Soil corrosion potential
  - CBC seismic design parameters for structure,
  - Liquefaction and seismic settlement analysis
  - Mat foundation recommendations including minimum depth, allowable bearing capacity, skin friction, lateral resistance, modulus of subgrade reaction, buoyancy resistance, and settlement estimates
  - Below ground structure wall recommendations including static and seismic active, passive, and at-rest pressures, lateral surcharge (if applicable), and drainage recommendations

- Recommendations for grading and construction, including ground preparation, materials excavation/rippability, protection of existing facilities, use of material as backfill, and placement
- Pavement section recommendations
- Risk management and limitations
- Vicinity map
- Site plan with boring locations,
- Fault map
- Geologic map
- Boring logs
- Laboratory test results.

7.3 CONSTRUCTION DRAWINGS

Following receipt of District comments on the PDR detailed design activities will be initiated. This task includes preparation of design drawings at the 60%, 100%, and stamped/signed (Bid Ready) stages. Design drawings will be prepared in AutoCAD format in the following disciplines:

- Civil
- Structural
- Mechanical
- Electrical

7.4 Technical Specifications

Technical specifications will be prepared in Construction Specification Institute (CSI) format and will be submitted in conjunction with the 60%, 100%, and final submittal packages. Technical specifications will be prepared in the following divisions:

- Division 1 – General Requirements
- Division 2 – Sitework
- Division 3 – Concrete
- Division 5 – Metals
- Division 9 – Coating Systems
- Division 11 – Equipment
- Division 15 – Mechanical
- Division 16 – Electrical

7.5 Contract Documents

It is anticipated that the District will provide general (front end) specifications for Dewberry to incorporate with the technical specifications. In the event the District does not have existing general specifications, Dewberry will provide standard CSI Division 00/ Contract Requirements documents at the 60% submittal for the District to review and provide any comments.

7.6 Opinions of Probable Construction Costs

An opinion of probable construction costs for the Project will be prepared in Excel format and submitted at the 60% and 100% stages. The rationale for any changes in construction costs from the previous estimate will be documented with each submittal. The format of cost projections will be consistent with the Project bid form.

7.7 Submittals

Submittals of construction drawings, technical specifications, contract documents, and opinion of probable construction costs will be made to the District at the 60%, 100% and final stamped/signed stages.

The 60% design package will be submitted to the District for review. A review meeting will be held with District staff (Task 1.3) to review the design package and solicit District comments.

Comments from the District will be incorporated, and documents updated to the 100% design package for review by the District. Responses to District 60% comments will also be provided with the 100% design package. A review meeting will be held with District staff (Task 1.3) to review any final District comments.

Any final comments from the District will be incorporated, and documents updated to the signed/ stamped (bid set) package. Responses to District 100% comments will also be provided with the final design submittal.

TASK 7 DELIVERABLES:

- 60% Submittal – Construction Drawings (PDF file and one hard copy set each of 11 x 17); Contract Documents and Technical Specifications) (PDF format and one unbound copy); Opinion of Probable Construction Cost (PDF format and one copy)
- 100% Submittal – Construction Drawings (PDF file and one hard copy set each of 11 x 17); Contract Documents and Technical Specifications) (PDF format and one unbound copy); Opinion of

Probable Construction Cost (PDF format and one copy); responses to District 60% comments

- Final Signed Submittal – Construction Drawings (PDF files, AutoCAD files, and one hard copy set of 11 x 17); Contract Documents and Technical Specifications) (PDF format and one unbound copy); Opinion of Probable Construction Cost (PDF format and one copy); responses to District 100% comments

Task 8 – Bid Period Services

Dewberry will assist the District during the bidding process with the following tasks:

8.1 Pre-bid Meeting

Attend one pre-bid meeting on-site with District staff and potential bidders to clarify project requirements and to respond to initial questions.

8.2 Respond to Bidder Questions/RFIs (optional)

Respond (in writing) to bidder questions as requested by the District. This task anticipates response to ten bidder questions. Distribution of responses to prospective bidders by District staff is assumed.

8.3 Prepare Addendum

Assist the District in preparing bid addenda (two assumed). Revise the plans and specifications as necessary to provide additional details/added clarity as requested by the District. Distribution of addenda to prospective bidders by District staff is assumed.

8.4 Review and Evaluate Bids

Dewberry will attend the bid opening conducted by the District. Bid packages will be reviewed for completeness and responsiveness. A bid tabulation summary will be prepared for the District. Bidder references will be confirmed to help determine a responsible bidder. Dewberry will prepare a recommendation for award to the lowest responsive, responsible bidder. Award will be made by the District.

TASK 8 DELIVERABLES:

- Response to Bidder Questions/RFIs (optional)
- Addenda Information
- Bid Results Tabulation and Recommendation of Award

Task 9 – Post-Bid Services

9.1 Prepare Conformed Documents

Conformed documents (drawings and specifications) will be prepared consistent with information provided in response to bidder questions and/or project addenda.

9.2 Attend Pre-Construction Meeting

Dewberry will attend one pre-construction meeting on-site with Contactor, District staff, and key stakeholders.

9.3 Respond to RFIs

District will receive Contractor RFIs and provide to Dewberry any requiring clarification. Dewberry will review and provide clarifications/recommendations to the District. It is anticipated that responses to 20 RFIs will be provided.

9.4 Shop Drawing Review

District will receive Contractor submittals and shop drawings and provide to Dewberry copies of submittals and shop drawings requiring review. Dewberry will review and provide recommendations to the District on compliance with contract documents and specifications. It is anticipated that a total of 20 submittals (original submittals or resubmittals) will be reviewed by Dewberry.

9.5 Site Visits During Construction

Dewberry will conduct site visits during critical construction activities and attend construction meetings when requested by the District. Attendance at six site visits/construction meetings at critical construction milestones is anticipated.

9.6 Prepare Record Drawings

Following completion of construction, the District will provide red-lined “as builts” maintained by the Contractor and District. Dewberry will prepare record drawings consistent with the red-lined drawings and submit the record drawings to the District.

TASK 9 DELIVERABLES:

- Conformed Documents
- Responses to RFIs
- Responses to Shop Drawing Reviews
- Record Drawings

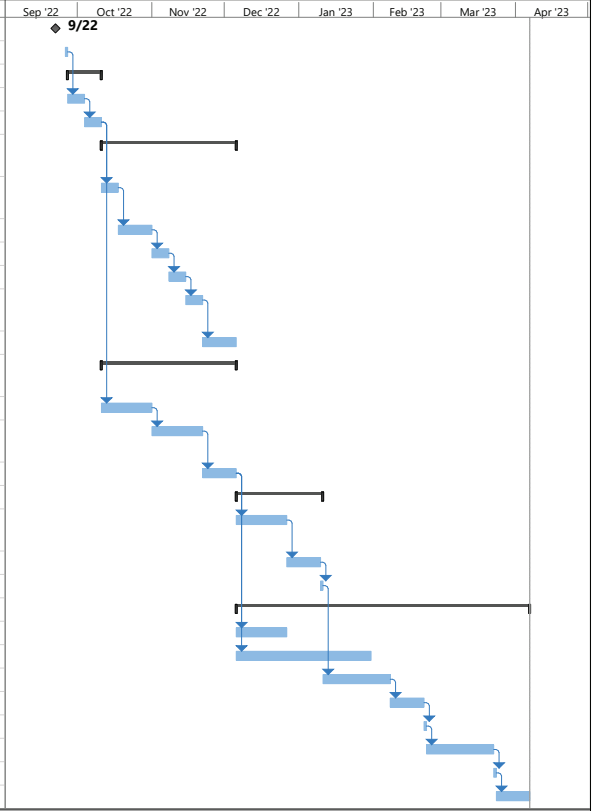
Preliminary Design Schedule

Based on the proposed scope of services, a preliminary design schedule was prepared for project execution. The schedule is dependent on limited parallel activities and provides multiple opportunities for District input and revision. Completion of project design is targeted for early spring 2023 to allow for bidding and construction to begin in the next construction season. Testing and commissioning of systems and cut-over to new facilities could then be targeted for the November – March time frame prior to large-scale irrigation demands beginning. As shown in the schedule exhibit, key milestones are as follows:

- Project kick-off meeting – September 26, 2022
- TM 2.0 (Integration of Available Systems and Facilities) and TM 3.0 (Evaluation of Alternatives for Expansion of Chlorine Contact Facilities Submitted – November 21, 2022
- Preliminary design documents submitted – December 26, 2022
- 60% design submittal – February 7, 2023
- 100% design submittal – March 22, 2023
- Bid documents ready for release – April 6, 2023

RANCHO MURIETA COMMUNITY SERVICES DISTRICT
WASTEWATER TREATMENT FACILITY SODIUM HYPOCHLORITE DESIGN
Preliminary Schedule
August 31, 2022

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	0 days	Thu 9/22/22	Thu 9/22/22
2	Kickoff Meeting and Site Visit	1 day	Mon 9/26/22	Mon 9/26/22
3	**Collect/Review Background Information**	**10 days**	**Tue 9/27/22**	**Mon 10/10/22**
4	Review Background Information	1 wk	Tue 9/27/22	Mon 10/3/22
5	Prepare/Submit TM 1.0	1 wk	Tue 10/4/22	Mon 10/10/22
6	**Determination of Sodium Hypochlorite Storage and Metering Requirements**	**40 days**	**Tue 10/11/22**	**Mon 12/5/22**
7	Determine Storage/Metering Requirements	1 wk	Tue 10/11/22	Mon 10/17/22
8	Assess Storage Facilities	2 wks	Tue 10/18/22	Mon 10/31/22
9	Prepare/Submit Assessment Matrix	1 wk	Tue 11/1/22	Mon 11/7/22
10	District Review Assessment Matrix	1 wk	Tue 11/8/22	Mon 11/14/22
11	Prep/Submit TM 2.0, Integration of Available Systems and Facilities	1 wk	Tue 11/15/22	Mon 11/21/22
12	District Review TM 2.0	2 wks	Tue 11/22/22	Mon 12/5/22
13	**Evaluation of Alternatives for Expansion of Chlorine Contact Facilities**	**40 days**	**Tue 10/11/22**	**Mon 12/5/22**
14	Evaluate Alternatives for Expansion	3 wks	Tue 10/11/22	Mon 10/31/22
15	Prepare/Submit TM 3.0, Evaluation of Chlorine Contact Facilities Expansion	3 wks	Tue 11/1/22	Mon 11/21/22
16	District Review TM 3.0	2 wks	Tue 11/22/22	Mon 12/5/22
17	**Preliminary Engineering Design**	**26 days**	**Tue 12/6/22**	**Tue 1/10/23**
18	Prepare Draft PDR including Preliminary Design Drawings	3 wks	Tue 12/6/22	Mon 12/26/22
19	District Review	2 wks	Tue 12/27/22	Mon 1/9/23
20	Review Meeting with District	1 day	Tue 1/10/23	Tue 1/10/23
21	**Detailed Design**	**88 days**	**Tue 12/6/22**	**Thu 4/6/23**
22	Topographic Survey	3 wks	Tue 12/6/22	Mon 12/26/22
23	Geotechnical Investigation	8 wks	Tue 12/6/22	Mon 1/30/23
24	Prepare/Submit 60% PS&E	4 wks	Wed 1/11/23	Tue 2/7/23
25	District Review	2 wks	Wed 2/8/23	Tue 2/21/23
26	60% Design Review Meeting	1 day	Wed 2/22/23	Wed 2/22/23
27	Prepare 100% PS&E	4 wks	Thu 2/23/23	Wed 3/22/23
28	100% Design Review Meeting	1 day	Thu 3/23/23	Thu 3/23/23
29	Prepare Final/Signed Bid Documents	2 wks	Fri 3/24/23	Thu 4/6/23



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4. PROJECT REFERENCES

The following projects demonstrate Dewberry's similar work experiences.

Sodium Bisulfite Tank and Chemical Building Canopy Replacement

ANTIOCH, CA



Effluent from the 12mgd Delta Diablo wastewater treatment plant is discharged to the New York Slough and the San Joaquin River requiring chlorination-dechlorination to ensure permit compliance. Reliable storage and feed capabilities for liquid sodium hypochlorite (HCS) and sodium bisulfite (SBS) are essential for long-term system performance and efficiency. The existing building canopy situated over the HCS and SBS tanks had suffered deterioration due to the corrosive nature of off-gases from these chemicals. Recoating of the metal components of the pre-engineered structure and replacement of piping, valves, and pipe supports and other process elements were needed. Additionally, the two 5,000-gal heat-traced and insulated SBS storage tanks were leaking and needed to be replaced.

Dewberry performed an evaluation of alternatives to: 1) determine the best method for renovating and recoating the existing canopy structure, 2) identify the best tank material to use for the new SBS tanks, 3) confirm a method for removing and replacing the SBS tanks within the canopy area without interrupting operations, and 4) determine a ventilation system to capture off-gases from both SBS and HCS storage tanks and route away from metal building components.

Modification, replacement, and/or re-connection of electrical, mechanical, instrumentation, and process piping system components and associated hardware impacted by SBS tank replacement or required to extend service life was needed. Upon completion of the evaluation and selection of the preferred alternative, plans, specifications, and cost estimates were developed for subsequent construction. Dewberry provided assistance during the bidding period and provided engineering services during construction including responses to contractor RFIs, review of submittals/shop drawings, site visits to resolve construction issues, and preparation of record drawings upon completion of construction.

For the $500,000 tank replacement project, production of construction documents required extensive coordination with operations staff, District safety officer, chemical suppliers, and District instrumentation and SCADA personnel. Because of the critical nature of the dechlorination system, a temporary supply, storage and feed system was designed to allow the existing storage tanks to be removed from service during construction.

This project was completed on-time and within budget.

CLIENT CONTACT

Than Vo
Delta Diablo
2500 Pittsburg-Antioch Highway
Antioch, CA 94509
925.756.1900

KEY STAFF

Dave Richard
Jan Henrickson

City of Angels, City Engineering Services

ANGELS CAMP, CA

Dewberry Engineers Inc. (formerly Drake Haglan & Associates, Inc.) was retained by the City of Angels since 2019 to provide On-call Contract City Engineer services in the areas of Water/Wastewater, Grant Assistance, Construction Management/Inspection, and Survey disciplines. Projects/assistance completed or in process with the City include:

- NPDES Permit Application/Report of Water Discharge
- Recycled Water Program Reporting
- Dam Break Inundation Mapping/Emergency Action Plan
- East Angels Trunk Sewer Replacement
- Emergency Operations Plan and Floodwater Plan
- Engineering Report for Production, Distribution, and Use of Recycled Water (Title 22 Recycled Water Report)
- Water and Wastewater Treatment Plants Facility Plans
- Grant Documents Applications and Assistance
- Main Street Sewer Replacement – Phase 1
- Multiple Private Development Projects Infrastructure Capacity/Connection Reviews
- Responses to Regulatory Inspections/Correspondence
- Critical Water and Wastewater Infrastructure Protection Project
- Update of City Water and Wastewater System Maps
- Wastewater Treatment Plant Salinity Evaluation and Minimization Plan Update
- Wastewater Treatment Plant Biosolids Handling Improvements Project
- Water Treatment Plan Improvements and Backwash Recycling Project Management and Oversight





CLIENT CONTACT

Chris O'Flinn (Water/Wastewater)
Amy Augustine
(Private Development & Transportation)
City of Angels
PO Box 667
200 Monte Verda Street, Suite B
Angels Camp, CA 95222
209.736.2181

KEY STAFF

Dave Richard
KT Tran
Ben Crawford





Oakwood Lake Water District, On-Call Water and Wastewater System Engineering

MANTECA, CA

The Oakwood Lake Water District (District) supplies drinking water to and wastewater conveyance for the Oakwood Shores subdivision and the adjacent Oakwood Lake Mobile Home Park in an unincorporated area of San Joaquin County. The District serves 378 units in Oakwood Shores and 57 units in the mobile home park. Oakwood Shores has yet to be completed, with another 58 units scheduled for construction. There is also consideration to expand the development beyond the 123 remaining units. The District retained Dewberry to provide special studies, preliminary and final design, and construction management of multiple projects including:

Water Supply Master Plan to identify facility improvements to alleviate existing reliability and vulnerability deficiencies along with facilities for future expansion. Dewberry prepared an assessment of District facilities and modeled the distribution system using WaterCAD for existing conditions, buildout, and an expanded community. Design criteria were developed to correct deficiencies and identify improvements for future growth. A CIP list was developed for the proposed improvements including cost, triggers, and timelines to incorporate into a master plan for the District. The master plan included construction of an additional clearwell and chemical handling system improvements (chromium, ferric chlorite) at the District WTP.

Collection System Master Plan (CSMP) defined capital improvement projects triggered by development within Oakwood Shores along with other improvements designed to sustain the long-term operation of the District. Preparation of the CSMP included determining unit wastewater flows, estimating infiltration/inflow and peak wet weather flow factors, assessing the condition of existing facilities, determining the reliability of pumping systems, calibrating the hydraulic model, evaluating available capacity of collection system, determining cost-effective system improvements to correct deficiencies, improving system reliability and operational flexibility, and aligning facility improvements with building unit construction phasing/absorption schedule. Financial data from the CSMP and nexus information was used by the District to prepare an equitable rate and impact fee structure for existing and future District customers.

Wastewater System Improvements Project was the design of a 1.0 mgd submersible wastewater pump station to convey wastewater through a 10,000-foot long, 8-inch diameter force main to the City of Manteca trunk sewer network. The pump station includes new electrical service, emergency generator with automatic transfer switch, odor control unit, pig launching system for force main maintenance, provisions for wet well overflow to emergency storage basin, and re-routing of force mains from existing pump stations within the District collection system. Design responsibilities included preparation of alternatives analysis and basis of design report, development of system/pump curves for multiple operational scenarios, development of detailed construction documents, construction oversight, and decommissionning plan for former WWTP.

Castellina Way Water Main Replacement Project Water is delivered to residents within the Oakwood Shores subdivision via a network of 12-inch distribution mains. The network has experienced catastrophic pipeline failures due to poor installation of pipelines or defective materials. To improve system reliability, a replacement pipeline was installed and service laterals re-connected for residential customers. The project required development of a construction sequencing plan, utility potholing strategy, methodology for re-connection of residential services, and criteria for the horizontal/vertical location of the new 12-inch distribution main.

CLIENT CONTACT

Bert Michalczyk
Oakwood Lake Water District
PO Box 77980
Stockton, CA 95267
925.570.8830

KEY STAFF

Dave Richard
KT Tran
Koosha Toofan

5. PROOF OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 CN102736896-7/1-1.1a-22-23	**CONTACT NAME:** Justin Mineo **PHONE (A/C, No, Ext):** (804) 344-8614 **FAX (A/C, No):** **E-MAIL ADDRESS:** justin.mineo@marsh.com
INSURED DEWBERRY ENGINEERS INC. 8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Charter Oak Fire Insurance Company — 25615 **INSURER B :** Travelers Indemnity Co — 25658 **INSURER C :** Travelers Property Casualty Co. Of America — 25674 **INSURER D :** Beazley Insurance Company, Inc. — 37540 **INSURER E :** Travelers Casualty And Surety Company — 19038 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-005441385-26 **REVISION NUMBER:** 14

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X CONTRACTUAL INS. COV. (INSURED CONTRACTS) GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			P-630-7792B312-COF-22	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			810-1N788974-22-43-G	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMP / COLL DED:	$ 2,000,000 $ $ $ $ 1,000
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			CUP-4J583077-22-43	07/01/2022	07/01/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-6P972264-22-43-G	07/01/2022	07/01/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	PROFESSIONAL LIABILITY			V11B5E221301 RETRO. DATE: FULL PRIOR ACTS	07/01/2022	07/01/2023	PER CLAIM/AGGREGATE SIR	5,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

DEWBERRY ENGINEERS INC.
8401 ARLINGTON BLVD.
FAIRFAX, VA 22031

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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6. CONTRACT REQUIREMENTS

We have reviewed the Rancho Murieta Community Services District Services Agreement provided with the Request for Proposal and the following are modifications that Dewberry requests to be incorporated. Information to be deleted is shown in ~~strikeout~~ and information to be inserted is shown in italics.

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.~~

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.

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~~ to the extent caused by 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~~ indemnify Indemnitees exceed Contractor's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

10.3 Each party waives consequential, special or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement.



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