



RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 Jackson Road, Rancho Murieta, CA 95683

Office - 916-354-3700 * Fax - 916-354-2082

IMPROVEMENTS COMMITTEE

(Directors Randy Jenco and Martin Pohll)

Regular Meeting

December 3, 2024 at 8:00 a.m.

AGENDA

1. Call to Order
2. Improvements Staff Report
 - A. *Information Item* Sacramento County *Environmental Department Notice of Violation*
 - B. *Discussion Item* Sacramento County Water Agency (SCWA) Analysis to Determine Viability of Connecting Rancho Murieta to SCWA Water
 - C. *Discussion Item* Implementation of Computerized Maintenance Management System (CMMS)
 - D. *Discussion Item* Draft Integrated Water Master Plan Technical Review
 - E. *Discussion Item* Murieta Village Water/Sewer Connection Line Preliminary Design
 - F. *Discussion Item* Granlees Dam Safety Improvements and Pipe to Calero Reservoir Repair
 - G. *Discussion Item* Wastewater Treatment Plant Sodium Hypochlorite Conversion
 - H. *Discussion Item* Water Treatment Plant #2 Filter Bed Rehab
 - I. *Discussion Item* Lift Station 6B Rehab
 - J. *Discussion Item* Basin 5 Maintenance Request
3. Comments from the Public
4. Director and Staff Comments/Suggestions



5. Adjournment

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

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. Posting location is District Office. The date and time of this posting is November 25, 2025 at 3:00 p.m.

MEMORANDUM

Date: December 3, 2024
To: Improvements Committee
From: Eric Houston- Director of Operations
Subject: Monthly Improvements Committee Updates

A. Sacramento County Environmental Department Notice of Violation

Please see attachment EMD.

B. Sacramento County Water Agency Study for Supplemental Water Supply

Staff has reached out through email to SCWA and is awaiting their reply

C. Implementation of Computerized Maintenance Management System (CMMS)

D. Draft Integrated Water Master Plan Technical Review

Staff have created a list of consultants who have provided similar services for agencies in close proximity to the District.

Entity Name	Consultant	Review
City of Folsom	Water Systems Consulting Inc	
Sac County WA	Tully and Young	
City of Sacramento	West Yost- Elizabeth Dyer	West Yost Brenda Estrada
City of West Sacramento	Carollo	
EID	Tully and Young & ZANJERO	
City of Roseville	Waterworks Engineers	

E. Murietta Village Preliminary Design

Staff has moved forward and requested preliminary design from Domenichelli and Associates and a request for cost estimate for services has been made.

Current updated practice is that District staff will handle selecting a vendor to complete any work in the Villages deemed to be District water or sewer lines. This will negate the need for a contract and allow selection of multiple vendors to complete work.

F. Granlees Dam Safety Improvements and Pipe to Calero Reservoir Repair

The work has been completed and we are waiting on any further bills. Hydroseeding the area is yet to be completed. This is for erosion control.



G. Wastewater Treatment Plant Sodium Hypochlorite Conversion

Following Board approval to award the contract to TNT Industrial, staff and the contractor have signed the contract and the Notice to Proceed has been signed. A preconstruction meeting has yet to be scheduled.

H. Water Treatment Plant #2 Filter Bed Rehab

Following Board approval to award the contract to TNT Industrial, staff and the contractor have signed the contract and the Notice to Proceed has been signed. A preconstruction meeting has yet to be scheduled.

I. Lift Station 6B Rehab:

After discussions with Staff from KHOV, it was agreed upon that the panel would be rewired. Inspection was 10/21/24. The panel testing is complete and approved. Naming changes on the electrical drawings are being discussed. The contractor has been working to install the pumps and panel. The cement pad for the new panel required improved sloping. Project is ongoing and nearing completion.

J. Basin 5 Maintenance Request

Staff worked with an outside vendor to complete a preliminary cost quote for cleaning as well as get an updated quote for the cost of 1 or 2 fountains. These quotes are attached.

**County of Sacramento
Environmental Management Department
Environmental Compliance Division
11080 White Rock Road, Suite #200
Rancho Cordova, CA 95670
Telephone: (916) 875-8550
Facsimile: (916) 875-8513**

**In Re: RANCHO MURIETA COMMUNITY) ADMINISTRATIVE
SERVICES DISTRICT (CSD) DBA) ENFORCEMENT ORDER
RANCHO MURIETA CSD WASTE)
WATER RECLAMATION PLANT AND) [California Health and Safety
RANCHO MURIETA CSD WATER) Code section 25404.1.1]
TREATMENT PLANT) Case File No. 24-FA0009471
15160 JACKSON ROAD
RANCHO MURIETA, CA 95683**

INTRODUCTION

1.1. Parties. The Sacramento County Environmental Management Department, Environmental Compliance Division ("EMD"), the Certified Unified Program Agency in the County of Sacramento, issues this Administrative Enforcement Order to **RANCHO MURIETA COMMUNITY SERVICES DISTRICT (CSD) DBA RANCHO MURIETA CSD WASTE WATER RECLAMATION PLANT (WWRP) AND RANCHO MURIETA CSD WATER TREATMENT PLANT (WTP)**("Respondent").

1.2. Site. Respondent maintains reportable quantities of hazardous materials, generates hazardous waste and stores chemicals above a threshold amount subject to Chapters 6.5 and 6.95 of the California Health and Safety Code (H&SC) and Titles 19 and 22 of the California Code of Regulations (CCR) at the following sites: **RANCHO MURIETA CSD WWRP AND RANCHO MURIETA CSD WTP.**

1 1.3. Jurisdiction. H&SC section 25404.1.1 authorizes EMD to order
2 action necessary to correct violations and assess a penalty when EMD
3 determines that any person has violated specified provisions of the H&SC or any
4 permit, rule, regulation, standard, or requirement issued or adopted pursuant
5 thereto.

6 **DETERMINATION OF VIOLATION AND PENALTIES**

7 2.1. On June 18, 2024 representatives from EMD conducted routine
8 Aboveground Petroleum Storage Act (APSA), California Accidental Release
9 Program (CalARP), Hazardous Materials Business Plan (HMBP) and Hazardous
10 Waste Generator inspections at Respondent's following facilities: the Rancho
11 Murieta Community Service District (CSD) Water Treatment Plant (WTP) and the
12 Rancho Murieta CSD Waste Water Reclamation Plant (WWRP). Inspection
13 Reports for both facilities were emailed to Travis Bohannon at
14 tbohannon@rmcsd.com on August 2, 2024. The Inspection Reports cited the
15 violations observed and the required corrective action, including the compliance
16 due date. At this time, many of the violations have been corrected, however due
17 to the significant nature of the violations, EMD has determined enforcement
18 action is warranted. As a result, EMD finds Respondent in violation of the
19 following:

20 As a result, EMD finds Respondent in violation of the following:

21 **Rancho Murieta CSD WWRP (FA0009471):**

22 2.2. Failure to update and revalidate the Process Hazard Analysis (PHA)
23 at least every five years after the completion of the initial PHA (28 months
24 late)(19 CCR section 5100.2(f)).

25 2.3. Failure to certify that they have evaluated compliance with the
26 provisions of 19 CCR 2 Article 6 at least every three years to verify the
27 procedures and practices developed under 19 CCR 2 are adequate and being
28 followed (12 months late)(19 CCR section 5100.8(a)).

1 2.4. Failure to promptly determine and document an appropriate
2 response to each of the findings of the compliance audit (19 CCR section
3 5100.8(d)). **VIOLATION CLOSED**

4 2.5. Failure to address the following in the PHA: 8) External events,
5 including seismic events (19 CCR section 5100.2(c)). **VIOLATION CLOSED**
6 **Rancho Murieta CSD WTP (FA0008655):**

7 2.6. Failure to provide initial and annual training to all employees in
8 safety procedures in the event of a release or threatened release of a hazardous
9 material or failure to document and maintain training records for a minimum of
10 three years (19 CCR section 5030.10(b); H&SC section 25505(a)(4)).
11 **VIOLATION CLOSED**

12 2.7. Failure to correct and submit the data required in the Risk
13 Management Plan (RMP) under sections 5070.5, 5070.6(j), and 5070.7(l), for any
14 accidental release meeting the five-year accident history reporting criteria of
15 section 5080.9 with respect to that accident within six months of the release or by
16 the time the RMP is updated under section 5070.11, whichever is earlier (19
17 CCR section 5070.12(a)).

18 2.8. Failure to address the following in the PHA: 8) External events,
19 including seismic events (19 CCR section 5100.2(c)). **VIOLATION CLOSED**

20 2.9. Failure to update and revalidate the PHA at least every five years
21 after the completion of the initial PHA (28 months late)(19 CCR section
22 5100.2(f)).

23 2.10. Failure to develop and implement written operating procedures that
24 address at least the following operating phases: 1) Initial startup; 2) Normal
25 operations; 3) Temporary operations; 4) Emergency shutdown including the
26 conditions under which emergency shutdown is required, and the assignment of
27 shutdown responsibility to qualified operators to ensure that emergency
28 shutdown is executed in a safe and timely manner; 5) Emergency operations; 6)

ATTACHMENT 1

1 Normal shutdown; 7) Startup following a turnaround, or after an emergency
2 shutdown (19 CCR section 5100.3(a)(1)). **VIOLATION CLOSED**

3 2.11. Failure to certify they have evaluated compliance with the provisions
4 of 19 CCR 2 Article 6 at least every three years to verify that the procedures and
5 practices developed under 19 CCR 2 are adequate and being followed (12
6 months late) (19 CCR section 5100.8(a)).

7 2.12. Failure to promptly determine and document an appropriate
8 response to each of the findings of the compliance audit (19 CCR section
9 5100.8(d)). **VIOLATION CLOSED**

10 2.13. Failure to ensure that all employees are thoroughly familiar with
11 proper waste handling and emergency procedures, relevant to their
12 responsibilities, during normal facility operations and emergencies (22 CCR
13 section 66262.16(b)(7)(C)). **VIOLATION CLOSED**

14 Due to the above violations, H&SC section 25404.1.1 authorizes immediate
15 enforcement action, including the imposition of penalties.

16 2.14. For violations #2.2 through 2.12, H&SC section 25540(a)(2)
17 establishes a maximum penalty of \$5,000.00 per day for each day the violation
18 occurs. For violation # 2.13, H&SC section 25189.2 establishes a maximum
19 penalty of \$70,000.00 per day for each day the violation occurs.

20 2.15. Based upon the foregoing violations, pursuant to H&SC section
21 25404.1.1, EMD imposes an administrative penalty on Respondent in the amount
22 of \$79,800.00. Payment is due within 15 days from the effective date of this
23 Administrative Enforcement Order and is payable cash, check, credit card, or
24 money order. Respondent's payment shall be made payable to: County of
25 Sacramento, Environmental Management Department. Payment shall be mailed
26 or delivered to 11080 White Rock Road, Suite #200, Rancho Cordova, CA
27 95670. ATTN: Heather Tanner

ATTACHMENT 1

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Dated: November 15, 2024 County of Sacramento
Environmental Management Department



Dennis Karidis,
Supervising Environmental Specialist IV
Environmental Compliance Division

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1 **County of Sacramento**
2 **Environmental Management Department**
3 **Environmental Compliance Division**
4 **11080 White Rock Road, Suite #200**
5 **Rancho Cordova, CA 95670**
6 **Telephone: (916) 875-8550**
7 **Facsimile: (916) 875-8513**

8 **In Re: RANCHO MURIETA COMMUNITY) STIPULATION AND ORDER**
9 **SERVICES DISTRICT (CSD) DBA)**
10 **RANCHO MURIETA CSD WASTE) [California Health and Safety**
11 **WATER RECLAMATION PLANT) Code section 25404.1.1]**
12 **AND RANCHO MURIETA CSD)**
13 **WATER TREATMENT PLANT)**
14 **15160 JACKSON ROAD) Case File No. 24-FA0009471**
15 **RANCHO MURIETA, CA 95863**

16 1. The Sacramento County Environmental Management Department,
17 Environmental Compliance Division ("EMD"), and to **RANCHO MURIETA**
18 **COMMUNITY SERVICES DISTRICT (CSD) DBA RANCHO MURIETA CSD**
19 **WASTE WATER RECLAMATION PLANT (WWRP) AND RANCHO MURIETA**
20 **CSD WATER TREATMENT PLANT (WTP) ("Respondent")** enter into this
21 Stipulation and Order as follows:

22 2.1. A dispute exists regarding the Administrative Enforcement Order
23 issued by EMD on **November 15, 2024**, (hereinafter, "AEO") a copy of which is
24 attached hereto as Attachment 1 for reference. This AEO alleges the following
25 violations by Respondent:

26 **Rancho Murieta CSD WWRP (FA0009471):**

27 2.2. Failure to update and revalidate the Process Hazard Analysis (PHA)
28 at least every five years after the completion of the initial PHA (28 months
late)(19 CCR section 5100.2(f)).

29 2.3. Failure to certify that they have evaluated compliance with the
provisions of 19 CCR 2 Article 6 at least every three years to verify the

1 procedures and practices developed under 19 CCR 2 are adequate and being
2 followed (12 months late)(19 CCR section 5100.8(a)).

3 2.4. Failure to promptly determine and document an appropriate
4 response to each of the findings of the compliance audit (19 CCR section
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7 including seismic events (19 CCR section 5100.2(c)). **VIOLATION CLOSED**

8 **Rancho Murieta CSD WTP (FA0008655):**

9 2.6. Failure to provide initial and annual training to all employees in
10 safety procedures in the event of a release or threatened release of a hazardous
11 material or failure to document and maintain training records for a minimum of
12 three years (19 CCR section 5030.10(b); H&SC section 25505(a)(4)).

13 **VIOLATION CLOSED**

14 2.7. Failure to correct and submit the data required in the Risk
15 Management Plan (RMP) under sections 5070.5, 5070.6(j), and 5070.7(l), for any
16 accidental release meeting the five-year accident history reporting criteria of
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26 address at least the following operating phases: 1) Initial startup; 2) Normal
27 operations; 3) Temporary operations; 4) Emergency shutdown including the
28 conditions under which emergency shutdown is required, and the assignment of

1 shutdown responsibility to qualified operators to ensure that emergency
2 shutdown is executed in a safe and timely manner; 5) Emergency operations; 6)
3 Normal shutdown; 7) Startup following a turnaround, or after an emergency
4 shutdown (19 CCR section 5100.3(a)(1)). **VIOLATION CLOSED**

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10 response to each of the findings of the compliance audit (19 CCR section
11 5100.8(d)). **VIOLATION CLOSED**

12 2.13. Failure to ensure that all employees are thoroughly familiar with
13 proper waste handling and emergency procedures, relevant to their
14 responsibilities, during normal facility operations and emergencies (22 CCR
15 section 66262.16(b)(7)(C)). **VIOLATION CLOSED**

16 3. EMD has the authority to issue the AEO and to enter into this
17 Stipulation and Order pursuant to H&SC section 25404.1.1 et seq.

18 4. The parties wish to resolve this matter on the terms and conditions
19 set forth below.

20 5. Respondent waives any right to appeal and right to hearing in this
21 matter, including any right to judicial review pursuant to Government Code
22 section 11523 or any other applicable law.

23 6. This Stipulation and Order shall constitute full settlement of the
24 violations alleged in the AEO and recited above in paragraphs 2.2 through 2.13
25 so long as Respondent fully complies with the terms of this Stipulation and Order.
26 The execution of this Stipulation and Order does not limit EMD from taking
27 appropriate enforcement action for other or future violations not alleged in the
28 AEO.

1 7. By signing this Stipulation and Order, Respondent admits the
2 violations as stated in paragraph 2.2 through 2.13 and agrees to pay the
3 administrative civil penalty set forth below.

4 **PAYMENT OF PENALTY AND SCHEDULE OF COMPLIANCE**

5 8.1. Respondent agrees to pay EMD an administrative civil penalty of
6 **\$15,960.00** no later than 15 days from date signed this Stipulation and Order is
7 signed by both parties, payable by cash, check, credit card, or money order.
8 Respondent's payment shall be made payable to: "County of Sacramento,
9 Environmental Management Department." Payment shall be delivered to EMD
10 within the time set forth above at the following address: 11080 White Rock
11 Road, Suite #200, Rancho Cordova, CA 95670. Attn: Heather Tanner.

12 8.2. Respondent agrees to submit Return to Compliance documentation
13 for all remaining open violations no later than 30 days from date signed this
14 Stipulation and Order is signed by both parties.

15 8.3. On condition that Respondent fully complies with paragraphs 8.1
16 and 8.2 on or before the date agreed upon, EMD agrees to accept the amount
17 stated in 8.1 in full settlement of the administrative civil penalty assessed in the
18 AEO.

19 8.4. In the event that Respondent fails to fully comply with paragraphs
20 8.1 and 8.2, EMD retains the right to collect the full penalty amount assessed in
21 the AEO (**\$79,800.00**), as well as the right to assess additional penalties and
22 pursue other legal remedies.

23 **ADDITIONAL PROVISIONS**

24 9.1. Parties Bound: This Stipulation and Order shall apply to and be
25 binding upon Respondent and its officers, directors, agents, receivers, trustees,
26 employees, contractors, consultants, successors, and assignees, including but
27 not limited to individuals, partners, and subsidiary and parent corporations; and
28 upon EMD and any successor agency that may have jurisdiction over the subject

ATTACHMENT 2

1 matter of this Stipulation and Order.

2 9.2. Representation; Interpretation, Governing Law: The parties
3 acknowledge that in the course of negotiating the terms of this Stipulation and
4 Order, the parties have had an opportunity to consult with legal counsel of their
5 own choosing. This Stipulation and Order shall not be interpreted in favor or
6 against either party based on the role that party or its counsel may have played
7 in drafting this Stipulation and Order. This Stipulation and Order shall be
8 interpreted and enforced in accordance with the laws of the State of California.

9 9.3. Effective Date: The effective date of this Stipulation and Order shall
10 be the date that it is signed by both parties.

11 9.4. Integration; Authority to Bind: This Stipulation and Order constitutes
12 the entire agreement between the parties concerning the matters contained
13 herein and may not be amended, supplemented, or modified except by written
14 agreement of both parties. The undersigned are authorized to execute this
15 Stipulation and Order on behalf of the party they represent, and to legally bind
16 that party to all terms and conditions of this Stipulation and Order.

17
18 _____
19 Signature of Authorized Representative

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21 _____
22 Printed Name

ATTACHMENT 2

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Dated: _____

County of Sacramento
Environmental Management Department

Dennis Karidis,
Supervising Environmental Specialist IV
Environmental Compliance Division

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For Administrative Use Only:

5604(BP)____ 5605(UST)____ 5613(WG) 25% 5616(CalARP) 75%

SERVICES CONTRACT

CUSTOMER NAME: **Rancho Murietta CSD**

SUBMITTED TO: **Attn. Travis Bohannon**

CONTRACT DATE: **November 19, 2024**

SUBMITTED BY: **Sara Malek**

SERVICES: : **Mechanical Harvesting for Aquatic Vegetation for 0.55 acre pond**

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The total fee for services is **\$10,100.00** Price is valid for 60 days from the contract date. The Customer shall pay 100% of this service fee following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Rancho Murietta CSD

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Please Remit All Payments to:

***1320 Brookwood Drive Suite H
Little Rock AR 72202***

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

***1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451***

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SCHEDULE A - SERVICES

SERVICES PROJECT SUMMARY: The scope of the work described below includes mobilization and demobilization of an Aquatic Weed Harvester, excavator and shore conveyor trailer with operator for mechanical harvesting services to remove Azollas and cattails for two (2) days of work. SOLitude recommends as part of the best management practices - that a high percentage of the weeds gets removed from the affected pond. Harvested biomass will be placed in a pile on-site and then loaded into a dump truck with a mini excavator if off-site disposal is requested. If off-site disposal is requested, all harvested material will be disposed of at a Green Waste Disposal facility. This scope of work will only apply to the pond depicted in **image 1.1** below.

Image 1.1



Specifications:

1. Company will mobilize the necessary personnel, equipment, safety gear and materials to the job site.
2. An aquatic weed harvester will be employed to cut and collect the plant material. The harvested material will be transported by means of a shore conveyor trailer to an agreed upon stockpile location provided by the Rancho Goletta CSD for dewatering.
3. If applicable - A mini excavator will load all harvested material piles into a dump truck for disposal off-site.

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4. Company will dispose of harvested material at a Green Waste Disposal facility which is included in the price.
5. A maximum of two (2) full day of mechanical harvesting services are included which will be scheduled in accordance with the customer.
6. Company will inspect and document existing site conditions.
7. Company will remove a high percentage of undesirable aquatic plant growth from within the pond. Submersed Weeds (Azollas) will be removed from the pond, including cattails and inlet areas.
8. Company will clean and demobilize from the site.

Assumptions:

1. Company will have free and unimpeded access to the work locations.
2. No permits are required to complete the outlined work scope.
3. Work will be completed in two (2) days onsite.
4. Company is not responsible for damages to cart paths, existing trees, structures on the property, walkways, hardscape features, retaining walls, fences, asphalt and concrete areas.
5. Does not require any engineering or permits which are required for raising the elevation.
6. Price is based on a reasonable plan / field design of the specified work.
7. Should any additional issues be identified during work activity, Company will notify Customer immediately to discuss modified scope, related additional costs, and confirm project path forward.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

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4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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SERVICES CONTRACT

CUSTOMER NAME: Rancho Murietta CSD

SUBMITTED TO: Travis Bohannon

CONTRACT DATE: November 20, 2024

SUBMITTED BY: Sara Malek

SERVICES: Provide and Install 2 ¾ HP Kasco fountain at the 0.55 acre pond at Rancho Murietta

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The total fee for services is **\$5,896.00**. **Price is valid for 60 days from the contract date.** The Customer shall pay 100% of this service fee upon completion of the services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

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Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

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7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Rancho Murietta CSD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Initial Approval of Optional Lighting Installation (\$2,984.00): _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Please Mail All Contracts to:

**1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**

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SCHEDULE A - SERVICES



FOUNTAIN INSTALLATION

Fountain Installation:

1. Company will install the following floating decorative fountain:

2 Kasco 3400VX Fountain 3/4 HP (120V/1 PH) Float C25**

Includes: **300 ft.** of underwater power cable
C-95 Control Panel
GFCB Protection
24-Hour Timer
All labor and parts necessary for proper installation

****Customer must provide a properly sized power source** for the amp load and voltage requirement of the units specified above, and a suitable structure adjacent to the power source to which the control panel will be mounted. Single-phase 208/240V units will require a 2-pole breaker for fountain control panel electrical connection and must be configured with 3 wire (2 hots + 1 neutral) and 1 ground wire for fountain control panel connection. SŌLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new

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electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above.

*****The cost for installation is based on the assumption that power is available within 20 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).*

Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants the motor, float, cord and control panel on all **fountains for two (2) years** from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants **LED lights for two (2) years** from the date of installation against any defects in materials and workmanship.
4. Company warrants all labor for installation of the fountain system for a period of **ninety (90) days** from the date of installation.
5. The manufacturer's warranty and the SÖLitude Lake Management® warranty will be voided if:
 - a. Any person not specifically authorized by the manufacturer and by SÖLitude Lake Management® performs any service, repair, or other work to the fountain aeration system.
 - b. The fountain system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water

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quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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