



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 Pohl)

Regular Meeting

September 6, 2022 at 8:00 a.m.

This meeting will be held via ZOOM video conference only. You can join the conference by (1) logging on to <https://us02web.zoom.us/j/84619853451>, entering Meeting ID no. 846 1985 3451 and using the audio on your computer, or (2) dialing into 1-669-900-9128 and entering the meeting code 846 1985 3451. Those wishing to join with audio only can simply call the telephone number above and enter the code. Participants wishing to join the call anonymously have the option of dialing *67 from their phone. Please refer to your telephone service provider for specific instructions. ***PLEASE NOTE – MOBILE DEVICE USERS MAY NEED TO INSTALL AN APP PRIOR TO USE AND MAC AND PC DESKTOP AND LAPTOP USES WILL REQUIRE YOU TO RUN A ZOOM INSTALLER APPLICATION – PLEASE FOLLOW DIRECTIONS AS PROVIDED BY ZOOM. IT IS RECOMMENDED YOU ATTEMPT TO LOGIN AT LEAST 5 MINUTES BEFORE THE START OF THE MEETING.***

AGENDA

- 1. Call to Order**
- 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).**
- 3. Comments from the Public**
- 4. Monthly Update**
- 5. Communications with Sacramento County Relating to Development**
- 6. Consider Bids for Bathymetric Study for Chesbro Reservoir**
- 7. Update on Lake 11 Project**
- 8. Director and Staff Comments/Suggestions**
- 9. Adjournment**

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



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

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

MEMORANDUM

Date: August 31, 2022
To: Improvements Committee
From: Michael Fritschj, P.E. - Director of Operations
Subject: Monthly Improvements Committee Updates

SB 170 PROJECTS

Water Treatment Facility Sodium Hypochlorite Conversion – District has received the 30% design update from HDR. Currently, at the 30% level, the Opinion of Probable Construction Cost has a high-end range of \$640,000. Adding in the design contract of \$230,000, it brings the project to an estimated total of \$870,000. During the CIP process the project was estimated at \$892,500 including design cost and is reflected in the current budget.

Recycled Water Disinfection Project – The District has received RFP responses and has provided those responses to the RFP review committee to provide a recommendation to the Board at the September Board Meeting.

Granlees Safety Improvements – No Updates

SEWER

Lift 6a (between De La Cruz Dr. and Bass Lake)

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

See attached memorandum regarding lake 11 project.

WATER

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 update.

Rio Oso Pump Replacement Update – The Rio Oso pumps were scheduled for replacement last fiscal year. The District has received the new pumps but did not yet receive the new flex couplers. The District is scheduled to receive the flex couplers for the replacement pumps in early September.

The District has also received a quote for \$53,146 for the variable frequency drive (VFD) replacement for both pumps. It has been stated 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.

After receiving the flex couplers, the District will move forward with the pump replacement regardless of the status of the VFD's. 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.

The Water Treatment Facility

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

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.



Before



After

Laguna Joaquin – Solitude Report

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/m². 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.

Reservoirs

Reservoir reports from July 25th show reservoirs are healthy with relatively low algae and cyanobacteria (blue green algae) levels and good clarity levels. Clementia treatment (green clean - H2O2) was conducted for algae on July 25th. Chesbro treatment (C-Clear for algae) will be conducted soon.

SITE DEVELOPMENT UPDATE

Riverview: Developer is finishing the new crossing at Bird Loop and installing retaining walls. Developer will likely begin sewer tie in at Reynosa the following week.

Retreats: The District and the Developer are working through the various punch list items for the East portion of the project retreats.

Circle K/Shell: No update

Murieta Gardens Lot 2 (Tractor Supply): No update

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



Rancho Murieta Community Services District

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

Visit our website www.rmcsd.com

August 18, 2022

Chris Pahule

Senior Planner

Sacramento County Department of Planning and Environmental Review

RE: Project #PLNP2014-00206

Dear, Mr. Pahule,

Meeting Summary Sacramento County Planning July 21, 2022

On July 21, 2022, Rancho Murieta CSD met with Chris Pahule and Jessica Brandt of the Sacramento County Department of Planning and Environmental Review (Planning). Present were CSD General Manager Tom Hennig, Director of Operations Michael Fritschi and CSD Director John Merchant. The meeting was organized by Planning to discuss the preparation of a new Integrated Water Master Plan (IWMP) and the eventual issuance of a Water Supply Assessment (WSA) for Rancho Murieta Properties LLC (RMP).

On May 6, 2022, RMP received an "Incomplete Notice" from Planning for its March 20, 2022, Amended Development Application. This notice included a list of "Additional Materials To Be Required." This list requires RMP to work with RMCSd to commission a new IWMP. Additionally, RMCSd was asked to provide Planning with an updated WSA. The WSA must guarantee, over a 20 year period, an adequate water supply to support the RMP development of 697 residential homes. This is a two phase, eight village development in Rancho Murieta North. The WSA will also be subject to a peer review to review its findings.

RMP disputes the requirement that a new IWMP must be prepared prior to beginning its Environmental Impact Report. Planning met recently with the Sacramento County Legal Counsel who confirmed that Planning lacks the authority to require an IWMP of RMP before it begins to prepare the EIR. Planning does, however, have authority to request a Water Supply Assessment as described in the Notice of Incomplete Application. This WSA will be ordered by Planning and prepared by RMCSd once the development application is ruled complete. Unlike the IWMP, a WSA must be completed before the EIR can begin. Data reported in the WSA is critical to preparation of the Environmental Impact Report.

RMCSd made it clear in this meeting that it WILL NOT issue a WSA until RMCSd fully understands and mitigates the critical issues that can only be defined in a new IWMP. In other words, a new IWMP must be completed by RMCSd prior to the issuance a WSA (also by RMCSd), after which time the EIR can begin by RMP.

The IWMP is included in our proposed budget and WSA is currently un-budgeted. There is currently no timetable for their completion. Financial responsibility for the WSA remains unassigned.

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General Manager • Tom Hennig

Below we have listed the most critical issues that are presently undefined or obsolete in our 2010 Integrated Water Master Plan and would need to be addressed in the new IWMP. Many were discussed in our meeting.

1. The impact of the climate and air temperature on reservoir evaporation must be re-calculated. The climate change assumptions in the 2010 IWMP are obsolete.
2. All of the 2010 hydrology assumptions must be revisited; this is most important when considering below average rainfall and a snowpack which is 38% of average for July of this year.
3. Fire, and its potential impact on the Cosumnes watershed must now be considered as a new and significant threat to diversion and water quality (i.e., the 2022 Caldor Fire) State water authorities have recently commented that “California’s climate is changing rapidly, and historic data are no longer a reliable guide to future conditions,” RMCS D’s new IWMP will require the data more consistent with recent climate and drought conditions.
4. A recent bathymetric survey of the Calero Reservoir has lowered the overall full water storage capacity estimates by approximately 500-acre feet. The full storage capacity of 2,600 acre-ft has likely been reported since the reservoir was constructed in 1979. The recent survey determined that the original capacity curve was based on the planned design which was altered during the expansion of the reservoir. A portion of the western shore of the reservoir was not excavated leaving a peninsula which increases the divergence from the original stage storage curve and the recently completed survey towards the upper elevation of the reservoir.
5. In 2022, RMCS D was ordered to curtail diversion of non-riparian rights from the Cosumnes River. This action prevented the traditional “top off” of water that CS D conducts prior to the May 31st end of its diversion season. This is the first diversion curtailment RMCS D has experienced since the 1970s. In recent communications, the California Department of Water Resources has warned of future curtailments “should they become necessary.” “A water right is no longer a guarantee of future diversion capabilities.” The Board advises that water right holders and claimants should “prepare for reduced supplies”, “even if your water right is not presently curtailed”. Rancho Murieta has a finite water supply and no groundwater resources. Timely, sufficient diversions from the Cosumnes River are the community’s most important resource and any curtailments must be considered in the plan.
6. The RMCS D has recently interviewed Mr. Richard Brandt. In 1984, Mr. Brandt negotiated the formation of RMCS D with the original owners, developers of Rancho Murieta South and the El Dorado Irrigation District. Mr. Brandt recalled intense discussions concerning the “rate of conservation” used to validate the water supply. As a compromise, 50% levels of conservation were declared sustainable and memorialized in the agreement. It was understood, however, that 50% conservation was not sustainable in Rancho Murieta. Mr. Brandt, in his own words, describes these 50% conservation levels as “suicidal”. The 2010 IWMP continues to use a 50%, conservation level to justify an adequate water supply for future development. A new IWMP will solicit community input, conduct workshops, and re-evaluate current levels of mandatory conservation that the community can tolerate. The Sacramento Tree Foundation recently advised that a 50% level of conservation would kill most non-native trees and landscaping in Rancho Murieta. The importance of new data

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cannot be over-emphasized as RMCS D attempts to measure its tolerance for drastic conservation levels on the community's quality of life.

7. RMCS D remains unclear of its role in establishing the ground rules for accessory dwelling units (ADU's). ADU's in the community will produce significant, (but presently unidentified) numbers of Equivalent Dwelling Units. New state regulations governing ADU's are not considered in any previous IWMP. ADU's create an unknown water demand which must be further understood.
8. RMP proposes a second phase of development in Villages D, E, F, G and H. Phase 2 proposes 131 residential dwellings surrounding the three RMCS D reservoirs. The 2010 IWMP estimates the contribution of rainfall and drainage to the water supply as 450 acre feet of water. After development, much of this rainfall and drainage will become urban stormwater and will be unavailable as a contribution to the potable water supply. This will increase demand on diversions from the Cosumnes River.
9. Historic mismeasurement of the Calero Reservoir and this loss of drainage represent more than 20% of the RMCS D storage capacity. This shortfall is magnified when one considers water storage in Lake Clementia. Clementia is filled almost exclusively by drainage and remains the community "safety net" of backup storage.
10. Climate, temperature, and evaporation will impact reservoir storage levels and impact water quality. A new IWMP must evaluate the seasonal, dramatic reductions in reservoir volume and the potential damage to the quality of our stored water supply.
11. RMCS D must, by agreement, guarantee substantial quantities of recycled water to the Rancho Murieta Country Club. The ability of the District to generate recycled water directly influences potable water demand. A complete assessment of future recycled water supplies will be included in a new IWMP and contribute to the accuracy of a new WSA.
12. The RNP development proposes to develop homes on the Eastern slopes of our reservoirs. This will require extensive terracing on steep slopes and will remove substantial amounts of native trees. Terracing, the removal of trees and the paving of streets provide an opportunity for reservoir contamination that has never before been present. RMCS D needs to continue to assess and bring attention to the finite quantity of our water supply. Any interruption of our diversion, caused by the curtailment of river flows, contamination or equipment failure may prove catastrophic.

RMCS D will soon meet with the State Department of Water Resources, The Regional Water Quality Control Board and with water experts in the State Assembly to express our concerns of liability as they relate to commitments for future service. It is a significant concern of the RMCS D that the pressure to develop will exert significant pressure on the district to concur with developer assumptions that "there is plenty of water to go around". Only an unbiased IWMP can answer these questions.

CSD will soon reach the threshold of 3,000 residential connections as the developers build homes. Urban suppliers are required to submit an Urban Water Master Plan every five years. RMCS D plans to build its final IWMP consistent with the format of an urban plan. A new IWMP, in an urban plan format will be easily transferred when RMCS D crosses the 3,000 connection threshold.

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It is necessary to mention that the RMP development application has been active since 2014 and recently has been amended. Most of the original technical studies, tree inventory, development schedules and the Water Supply Assessment are obsolete and invalid. Since receiving the "Notice of Incomplete Application", RNP has provided almost nothing to support its amendments. The timing of this development application remains undefined.

RMCS D contends that any attempt to use the 2010 IWMP or the 2016 WSA as a basis for a verification of its water supply would be a breach of its fiduciary responsibility. It would also do a disservice to its existing customers of the District, whose water supply has been previously guaranteed. RMCS D will be completing a new IWMP which will serve as the basis of the WSA being required by Planning in order for the RMP to complete their EIR.

Sincerely,



Tom Hennig
General Manager
Rancho Murieta Community Services District

cc. Tim Maybee, RMCS D Board President
John Merchant, RMCS D Board Member
Michael Fritschi, RMCS D Director of Operations
Paula O'Keefe, RMCS D Director of Administration
John Sullivan, Rancho Murieta Properties LLC
Joe Domenichelli, Domenichelli and Associates

MEMORANDUM

Date: August 25, 2022
To: Improvements Committee
From: Michael Fritschi, P.E. - Director of Operations
Subject: Chesbro Bathymetric Survey Recommendation

RECOMMENDED ACTION

It is recommended that the Committee approve the bid from Adkins to perform the bathymetric survey of Chesbro an amount not to exceed \$18,000 plus a 15% contingency for \$20,700, and move it to the September 21, 2022, Board meeting for approval. FY 2022-23 has sufficient budget in account #200-4900-01.

BACKGROUND

In the spring of 2022, the District hired Adkins Engineering to perform a bathymetric survey and construct a stage storage curve to define the existing capacity of the reservoir Calero. The results of the Calero survey have sparked interest in performing additional bathymetric surveys on reservoirs Chesbro and Clementia.

To get the best sonar readings, a reservoir needs to be somewhat full. The level of Clementia is too low to do this summer/fall, but the level of Chesbro can be increased via syphon from Calero in order to do a proper bathymetric survey.

The District contacted (3) entities that do the bathymetric work. Adkins Engineering has provided quotes to perform a bathymetric survey on Reservoir Chesbro for \$18,000, Solitude Lake Management quoted \$19,000, and Meridian Survey did not respond.

RECOMMENDATION

It is recommended that Adkins be selected to perform the bathymetric survey of Chesbro reservoir based on the quality of work done on Calero and based on the lower cost.

From: [Dan Scalas](#)
To: [Michael Fritschi](#)
Cc: [Mike Moser](#)
Subject: RMCSD Reservoir Fees
Date: Friday, July 22, 2022 10:47:46 AM

Mike,

In order to complete the sonar, topographic survey and new stage-storage curve we estimate our fees to be \$18,000 for Chesbro and \$22,000 for Clementia. I know these are a lot higher than what we originally told you, but we ended up writing off a significant amount on the Calero project. These numbers are more realistic based on the Calero survey. Please give me a call if you would like to chat about it. Thanks.



o / 541.884.4666

m / 541.281.7920

a / 1435 Esplanade Ave, Klamath Falls, OR 97601

w / AdkinsEngineering.com

SERVICES CONTRACT

CUSTOMER NAME: Rancho Murieta CSD

SUBMITTED TO: Rancho Murieta CSD

CONTRACT DATE: August 17, 2022

SUBMITTED BY: Katie Pierce

SERVICES: Bottom contour and stage storage curve for Lake Chesbro

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 fee for the Services is **\$19,000.00**. The Customer shall pay 100% of this service fee upon completion of 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.

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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 Murieta CSD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

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:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - SERVICES

Project Overview: SOLitude will perform lake mapping services and provide a bottom contour and stage storage curve for Lake Chesbro, utilizing a 15 ft by 30 ft grid.

Lake Mapping & Bathymetry:

1. Company will mobilize equipment and crews to the site.
2. Company will supply all safety gear and equipment necessary to perform treatment, including a boat.
3. Lake surface will be mapped using GPS technology and satellite imagery to provide the customer with a map of the lake and overall surface area calculations.
4. Depth samplings will be taken using digital hydro-acoustic depth sounding equipment, and sample points will be plotted over the surface of the lake using GPS technology.
5. Customer will be provided with the following: one foot contours of bathymetry (11x17 inch), 3D model of bathymetry (11x17 inch), capacity curve (11x17 inch), and PDF of all maps for print reproduction

Assumptions:

1. Company will have free and unimpeded access to the work location.
2. Work does not require any engineering or permits.
3. Treatment will take approximately one (1) day onsite with two (2) crew members.
4. Should any additional issues be identified during work activity, Company will notify the Customer immediately to discuss the modified scope, related additional costs, and confirm the project path forward.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:

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- a. Providing information required for the permit application process upon request.
- b. Providing Certified Abutters List for abutter notification where required.
- c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
- d. Compliance with any other special requirements or conditions required by the local municipality.
- e. Compliance and enforcement of temporary water-use restrictions where applicable.

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.
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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MEMORANDUM

Date: August 30, 2022
To: Improvements Committee
From: Michael Fritschi, P.E. - Director of Operations
Subject: Lake 11 Storm Drain Project CIP#23-23-05 Update

RECOMMENDATION

It is recommended that the Committee approve the preorder of supplies in the amount of \$50,150 for supplies purchased as detailed below, and appropriate funds in the amount to \$350,000 and amend the FY 2022-23 CIP to include project CIP #23-23-05. Funding will be split between Wastewater Reserves and Drainage Reserves. If approved, this item will be moved to the Board for consideration at the September 21, 2022, meeting.

UPDATE

Based on input from the Regional Water Quality Control Board after the second recycled water spill, the District has accelerated the project to avoid future recycled water leaks and the resulting potential fines and penalties.

Recent camera (CCTV) footage 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 the 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 approximately 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 will be finalized the week of the August 29th.

The District hosted a pre-bid meeting on the 25th of August and invited Lund, Veerkamp, and Teichert. The District is hoping to finalize design to the point where the District can receive unit pricing bids as soon as the first week of September.

The District has pre-ordered the 320-feet of 36-inch HDPE storm drain and appurtenances and is working on procuring the manhole parts. 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 \$50,150.

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.

Early estimates put the total project cost somewhere close to \$300,000 - \$350,000, including materials, labor, and design, however the cost will be better known once the District receives initial installation bids. The project costs are anticipated to be split 50/50 between Drainage and Wastewater.

FINANCIAL IMPACT

The total financial impact is anticipated to be \$350,000, and the funds will be taken from the Wastewater and Drainage Reserves.

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT
CAPITAL IMPROVEMENT PLAN
FY 2022-27**



CAPITAL FUND:

PROJECT TITLE:

CIP #

PROJECT BUDGET:

PROJECT DESCRIPTION:

JUSTIFICATION:

ENVIRONMENTAL OR REGULATORY ISSUES:

RISK ASSESSMENT:

REPLACEMENT: