



## 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

**November 17, 2021**

Open Session 5:00 p.m.

District Administration Building – Board Room  
15160 Jackson Road  
Rancho Murieta, CA 95683

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#### BOARD MEMBERS

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

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#### 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

November 17, 2021  
REGULAR BOARD MEETING  
Call to Order  
Open Session 5:00 p.m.

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, all attendees must wear a mask.

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

## AGENDA

ESTIMATED RUNNING TIME 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. October 20, 2021 Regular Board Meeting Minutes
2. November 2, 2021 Personnel Committee Meeting Minutes
3. November 2, 2021 Improvements Committee Meeting Minutes
4. November 2, 2021 Finance Committee Meeting Minutes
5. November 4, 2021 Communications and Technology Committee Meeting

6. *November 4, 2021 Security Committee Meeting Minutes*

B. Approval of Bills Paid Listing October, 2021

**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 DECEMBER 2021**

- A. Communications – December 2, 2021 at 8:30 a.m.
- B. Security – December 2, 2021 at 10:00 a.m.
- C. Personnel – December 7, 2021 at 7:30 a.m.
- D. Improvements – December 7, 2021 at 8:00 a.m.
- E. Finance – December 7, 2021 at 10:00 a.m.
- F. Regular Board Meeting – December 15, 2021- Open Session at 5:00 p.m.

**6. CORRESPONDENCE**

**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 agendaized. Members of the public wishing to address a specific agendaized 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 agendaized 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. AUTHORIZE PURCHASE OF TWO UTILITY TRUCKS CIP #22-01-01 AND CIP #22-02-01**

(Discussion/Action) (Motion) **(Roll Call Vote)**

**9. AWARD TWO PROFESSIONAL SERVICE CONTRACTS WITH SOLITUDE LAKE MANAGEMENT** (Discussion/Action) (Motion) **(Roll Call Vote)**

**10. APPROVE RESOLUTION AUTHORIZING RANCHO MURIETA COMMUNITY SERVICES DISTRICT RECEIPT AND APPROPRIATION OF SB170 FUNDS AND AUTHORIZE GENERAL MANAGER TO EXECUTE AGREEMENT WITH DEPARTMENT OF WATER RESOURCES**

(Discussion/Action) (Motion) **(Roll Call Vote)**

**11. 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.*

## 12. 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](mailto: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 November 19, 2021. 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

October 20, 2021

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

### 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 4:00 p.m. in the District meeting room, 15160 Jackson Road, Rancho Murieta. Director's present were Tim Maybee, Randy Jenco, John Merchant, Linda Butler, and Martin Pohll. Also present were Tom Hennig, General Manager; Paula O'Keefe, Director of Administration; Michael Fritschi, Director of Operations; Kelly Benitez, Security Supervisor; Richard Shanahan, District General Counsel; and Amelia Wilder, District Secretary.

### 2. CONSIDER ADOPTION OF AGENDA

**Motion/Maybee to adopt the Agenda with the addition of Agenda Item # 17 LAFCo vote. Second/Butler. Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler, Pohll. Noes: None. Absent: None. Abstain: None.**

### 3. BOARD ADJOURNED TO CLOSED SESSION AT 4:03 p.m. TO DISCUSS THE FOLLOWING ITEMS:

- A. *Closed session for public employee performance evaluation of the General Manager position*
- B. *Closed session conference with Board Chair Tim Maybee as District designated labor negotiator regarding the unrepresented employee in the General Manager position*

### 4. BOARD RECONVENED TO OPEN SESSION AT 5:04 p.m.

Director Maybee reported there was no action for Item 3A, and Item 3B will be discussed under Item #16 later in the meeting.

### 5. CONSENT CALENDAR

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

Director Maybee moved Item #10 and Item #11 to the next agenda items.

### 6. PRESENTATION OF PLAQUE RECOGNIZING RICHARD BRANDT

Director Merchant presented a plaque to Richard Brandt, recognizing him for his service to the District over the last 40 years.

### 7. CONSIDER RESOLUTION R2021-04 RECOGNIZING GATE OFFICER RICK DIAS

**Motion/Maybee to adopt Resolution R2021-04 recognizing Gate Officer Rick Dias. Second/Merchant. Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler, Pohll. Noes: None. Absent: None. Abstain: None.** There was a brief presentation of the Resolution to Mr. Dias.

### 8. STAFF REPORTS

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

- Covid Response

- Fire Hydrant Issue
- Clementia Update
- Hot Air Balloon Incident
- Riverview Tree Mitigation
- Development Update
- Laguna Joaquin Update
- AB 129 State Funded Projects
- Potential Infrastructure Project Funding
- Outreach/Advocacy
- General Staffing Update
- Conference/Education Opportunities
- Employee Announcements, Promotions, Commendation, and Kudos

There was a discussion about Laguna Joaquin.

- 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 Updates
  - Reserve Fund Purchases Authorized by the General Manager
  - Reserve Funds Balance Sheet
  - Interfund Borrowing
  - Utility Billing

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

- Operations Update
- Rancho Murieta Association Activity
- Murieta Village Activity
- Rancho Murieta Commercial Owners Association Activity
- Incidents of Note
- RMA Violation Report
- Gate Entries and 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:

Upcoming Changes to the Operations Report

- Water Delivery & Storage
- Water Treatment Facility
- Wastewater Facility
- Field Utility Service
- Contract/Projects
  - Geographical Information System (GIS)

- Hole 14 Culvert Replacement
- SCADA
- SOLitude Lake Management
- Water Sodium Hypochlorite (NaOCl)
- Wastewater Disinfection Upgrade

- Development

Director Pohll asked that Mr. Fritschi bring the updated report to the Improvements Committee for discussion, and Director Maybee asked that he continue to include trends of water usage.

## **9. REVIEW DISTRICT MEETING DATES/TIMES FOR NOVEMBER 2021**

No update.

## **10. CORRESPONDENCE**

Director Maybee stated that the correspondence received was from LAFCo and will be addressed in Item #17.

## **11. COMMENTS FROM THE PUBLIC**

Jay Hannum, resident, addressed the Board with concerns over water that is being used for construction. He was invited to meet with General Manager Hennig to discuss his concerns.

Ted Costa, Candidate for LAFCo Commissioner's Office addressed the Board and asked for their support.

Tony Avampato, resident, addressed the Board and discussed Laguna Joaquin.

## **12. PRESENTATION FROM CAL-WASTE DISCUSSING UPDATES ON THE RECYCLED FOOD CONTAINER ISSUES**

Representatives from Cal-Waste presented a video to the Board which outlined new regulations and the SB 1383 legislation which addresses organic waste. Todd Snider, Cal-Waste, continued with a presentation stating that by 2025 every district has a goal of implementing a comprehensive waste and recycling program with a goal of a 75% reduction in organic waste in landfills. They estimate this will be a \$20 million project for them to implement. There was a discussion that followed.

## **13. DISCUSS SAMPLE SECURITY SURVEY OPINION POLL QUESTIONS**

Resident Ted Hart addressed the Board and led a discussion about the current funding for the Security Department and asked that the Board consider hiring an outside security company to perform the duties of the Security Department.

Richard Brandt, resident, gave a historical accounting of the Department, and its formation.

There was a discussion about the funding of the department, and the wording of the questions proposed to be included in the Poll. Mr. Hennig will work with True North, Inc. to reword some questions and return with final questions to the December Board meeting.

## **14. DISCUSS TELECOMMUNICATIONS MEETINGS TO LIMIT COVID CONCERNS PER AB 361**

Richard Shanahan, District Counsel, informed the Board that several of the orders in Governor Newsom Executive Order N-29-20 were set to expire October 1, 2021 and they were replaced with AB 361. This will allow the Board to continue to hold meetings via telecommunications. If the meeting is an in-person meeting, nothing needs to be done. Because the Brown Act views each Committee as a legislative body, each Committee can decide if it wishes to meet via teleconference.

## **15. CONSIDER APPROVAL OF AMENDED AND RESTATED GENERAL MANAGER EMPLOYMENT AGREEMENT WITH TOM HENNIG**

Motion/Maybee to ***accept the Amended and Restated General Manager Employment Agreement with Tom Hennig***. Second/Merchant. Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler, Pohll. Noes: None. Absent: None. Abstain: None.

Mr. Shanahan summarized the changes to the existing agreement which were:

- Fixed term expiring May 21, 2024
- Provides for termination without cause with payment of severance of six-months of salary
- Adjustment to this year's salary retroactive to June 1, 2021
- Increase salary to \$169,785 per year
- Cost of Living Allowance for subsequent 2 years
- Provides for 80 hours a year administrative leave
- Provides for monthly health care allowance not to exceed \$350 am month
- Includes employer deferred compensation match of employee contribution up to 5% of employee salary

## **16. CONSIDER ADOPTION OF VARIOUS PERSONNEL RELATED ITEMS**

**Motion/Maybee** to adopt Items A, B, and C as described in the October 20, 2021 Board Agenda effective November 1<sup>st</sup> 2021 and item D over a two-year fiscal cycle. **Second/Butler. Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler. Noes: Pohll. Absent: None. Abstain: None.**

## **17. LAFCo**

Mr. Hennig presented the letter received from LAFCo asking to vote for a Commissioner for Office No. 7 and an Alternate Commissioner for Offices No. 6 & 7. There was a brief discussion.

**Motion/Maybee** to vote for the Incumbent, Gay Jones, for the Office of Commissioner for Office No. 7. **Second/Merchant. Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler, Pohll. Noes: None. Absent: None. Abstain: None.**

**Motion/Maybee** to vote for the Incumbent, Charlea Moore, for the Office of Alternate Commissioner for Office No. 6 & 7. **Second/Butler. Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler, Pohll. Noes: None. Absent: None. Abstain: None.**

## **18. DIRECTOR COMMENTS/SUGGESTIONS**

Director Maybee thanked Staff.

## **19. ADJOURNMENT**

**Motion/Maybee** to adjourn at 9:54 p.m. **Second/Butler. Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler, Pohll. Noes: None. Absent: None. Abstain: None.**

Respectfully submitted,

Amelia Wilder  
District Secretary

## MEMORANDUM

Date: November 9, 2021  
To: Board of Directors  
From: Personnel Committee Staff  
Subject: November 2, 2021 Personnel Committee Meeting Minutes

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### 1. CALL TO ORDER

Director Maybee called the meeting to order at 7:30 a.m via ZOOM video conference pursuant to GOV. CODE, § 54953, SUBD. (E)(1)(C). Present were Director Maybee and Director Jenco. 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 IMMEDIATE 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 November meeting via teleconference.

### 3. COMMENTS FROM THE PUBLIC

None.

### 4. DISCUSSION OF OPERATOR CLASSIFICATION JOB DESCRIPTION

Paula O'Keefe, Director of Administration, discussed the classification of the three Plant Operator positions and the possibility of creating one classification with three steps which would allow upward mobility. A brief discussion followed.

### 5. DISCUSS IMPLEMENTATION OF DISTRICT SCHEDULE

Ms. O'Keefe discussed the implementation of the new 9/8/80 schedule and future discussions with the Union. The District intends to implement the schedule effective January 1, 2022.

### 6. DISCUSS EMPLOYEE SURVEY

Ms. O'Keefe discussed the survey that all employees have recently participated in. Director Maybee asked that it go to him and Director Jenco prior to being presented to the Board.

### 7. DIRECTOR AND STAFF COMMENTS

Director Maybee mentioned that as we fill the vacant positions, he hopes to get some consistency in place.

### 8. Adjournment

The meeting was adjourned at 7:52 a.m.

## MEMORANDUM

Date: November 9, 2021  
To: Board of Directors  
From: Improvements Committee Staff  
Subject: November 2, 2021, 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; 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 IMMEDIATE 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 November meeting via teleconference.

### 3. PUBLIC COMMENT

None.

### 4. MONTHLY UPDATE

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

- SB 170 Funded Projects
  - Wastewater Treatment Facility Ultraviolet (UV) Disinfection vs. Sodium Hypochlorite (NaOCl) lifecycle analysis
  - Water Treatment Facility Sodium Hypochlorite (NaOCl) upgrade
  - Granlees Intake Improvements
- Laguna Joaquin Sediment Project
- GIS Update
- Future Raw Water Conveyance Projects
- Imminent Infrastructure Rehabilitation
- Site Development Storm Water Best Management Practice

### 5. DISCUSS TWO CONTRACTS WITH SOLITUDE LAKE MANAGEMENT

Mr. Fritschi discussed two contracts that the District has received from SOLitude Lake Management. These were to:

- Monitor and test the lakes every other month for an annual cost of \$33,750
- Monitor and test the Wastewater Treatment Lagoons every month for an annual cost of \$27,300

These would be new services that the District has not engaged in previously but are necessary because we no longer have a staff member who has the necessary certifications to perform this work. The Committee agreed that the work was necessary and recommended moving this item to the Board. ***This will be on the November 17, 2021 Board meeting Agenda.***

## **6. DIRECTOR AND STAFF COMMENTS/SUGGESTIONS**

Director Jenco saw the benefit in connecting pipelines from on reservoir to another and wanted to discuss this with RMA.

## **7. ADJOURNMENT**

Director Jenco adjourned the meeting at 9:30 a.m.

DRAFT

## MEMORANDUM

Date: November 10, 2021  
To: Board of Directors  
From: Finance Committee Staff  
Subject: November 2, 2021, 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 Director Merchant and Director 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 IMMEDIATE 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 November 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:

- Recruitment
- General Update on Current Finances

Director Pohll asked for a follow up reserve report. Ms. O'Keefe will work with Michael Fritschi, Director of Operations to review information and provide direction at a later meeting.

Director Merchant asked for an asset management system. Ms. O'Keefe informed Director Merchant that the District will be reviewing a demo with Tyler Technologies to determine if their module meets District needs so the District can incorporate the module into our new GIS system and ERP system.

### 5. DISCUSS SAMPLE SECURITY SURVEY OPINION POLL QUESTIONS

Tom Hennig, General Manager, gave a brief history of the project and will discuss at the December Board meeting.

Ted Hart, resident, commented that questions, except for number 5, are not relevant. There was a brief discussion.

### 6. DIRECTOR AND STAFF COMMENTS/SUGGESTIONS

None.

### 7. ADJOURNMENT

The meeting was adjourned at 10:49 a.m.

# MEMORANDUM

Date: November 9, 2021  
To: Board of Directors  
From: Communication & Technology Committee Staff  
Subject: November 4, 2021, 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 Director Butler and Director Merchant. 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 IMMEDIATE 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 November meeting via teleconference.

## **3. COMMENTS FROM THE PUBLIC**

Richard Gehrs commented on an article in the Pipeline Newsletter which referred to registering guests at the gate.

## **4. MONTHLY WEBSITE AND SOCIAL MEDIA UPDATE**

Amelia Wilder, District Secretary, gave an update of the statistics related to the number of visits per page to Facebook and RMCSO.com.

## **5. UPDATE ON WEBSITE FAQ’S**

There was a discussion of the website’s FAQ page.

## **6. DIRECTOR AND STAFF COMMENTS**

Director Merchant commented on the costs of utilities to residents of the District compared to neighboring Districts.

## **7. Adjournment**

The meeting was adjourned at 8:49 a.m.

## MEMORANDUM

Date: November 9, 2021  
To: Board of Directors  
From: Security Committee Staff  
Subject: November 4, 2021 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 IMMEDIATE 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 November 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:

- Recruiting
- ABDi Software Update to the gates
- New Patrol Vehicle
- Cameras at Lakes
- Hot Air Balloon Incident

### 5. SECURITY SERVICE OPINION SURVEY UPDATE

Tom Hennig, General Manager, informed the Committee that Staff is reviewing the feedback from Board members at the October 20, 2021 Board meeting, and will report to the Board at the December 15, 2021 meeting.

### 6. ABDI CONTINENTAL SOFTWARE UPDATE

Mr. Hennig informed the Committee the contracts have been signed, and the vendors are waiting for the deposit checks before scheduling the work.

### 7. HOT AIR BALLOON INCIDENT

Mr. Benitez commented that the FAA has completed their investigation.

### 8. DISCUSS SECURITY VEHICLE REPLACEMENT

There was a discussion about the price difference and functionality of a two-door vs four-door Toyota Tacoma truck. The Committee authorized the purchase of a four-door model.

## **9. DIRECTOR & STAFF COMMENTS**

Director Maybee asked what hours RMA Compliance is staffed and wondered if they could be involved in writing citations.

## **6. ADJOURNMENT**

The meeting adjourned at 10:32 a.m.

DRAFT

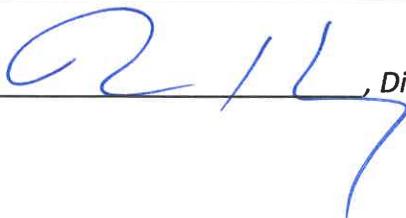
## MEMORANDUM

**Date:** November 12, 2021  
**To:** Board of Directors  
**From:** Paula O'Keefe, Director of Administration  
**Subject:** Bills Paid Listing

Enclosed is the Bills Paid Listing Report for October 2021. Please feel free to call me before the Board meeting regarding any questions you may have relating to this report. This information is provided to the Board to assist in answering possible questions regarding large expenditures.

The following are major expense items for October:

VENDOR	PURPOSE	AMOUNT	FUNDING
ABA Protection Inc.	Security Service Patrol (\$10,154.25) Gates (\$12,391.63)	\$22,545.88	500--\$22,545.88
BBC LONGVIEW LLC	Van Vleck Sprayfield Reimbursement	\$15,223.00	200-\$15,223.00
Domino Solar LTD	Solar Power charges	\$12,023.26	200--\$12,023.26
Sacramento Metropolitan Air Quality Mg	Air Quality Permit Renewal	\$18,219.00	200--\$1,800.00 250--\$16,419.00
Telstar Instruments	Maintenance & Repairs	\$69,312.00	200--\$9,949.00 250--\$59,363.00
Bartkiewicz, Kronick & Shanahan	Legal Services Charges	\$11,697.75	100--\$2,481.50 200--\$4,941.25 260--\$211.90 500--\$4,063.10
S. M. U. D.	SMUD Bill	\$16,762.22	200--\$12,181.47 250--\$3,653.31 260--\$675.28 500--\$252.16
Accountemps	Contract Staffing-Admin	\$12,800.00	100--\$16,762.22
GSRMA	Insurance Payment	\$86,217.71	200--\$38,830.55 250--\$18,804.45 260--\$3,008.70 400--\$1,504.35 500--\$24,069.66
A&D Automatic Gate and Access	Maintenance & Repairs	\$10,912.64	500--\$10,912.64
Aqua-Metric Sales Company	Maintenance & Repairs	\$14,371.71	200--\$14,371.71
B & M BUILDERS	Repairs to Driveway(\$2,911.24) Roads (\$15,252.08)	\$18,163.32	200--\$18,163.32
Domino Solar LTD	Solar WWTP September	\$12,569.70	200--\$12,569.70
Pace Supply Corp	Maintenance & Repairs	\$12,433.96	200--\$11,405.44 250--\$733.20
S. M. U. D.	SMUD Bills	\$15,537.74	200--\$10,796.55 250--\$3,744.58 260--\$758.70 500--\$237.91
Tesco Controls, Inc.	Alarm Software Cost	\$10,050.00	250--\$10,050.00

REVIEWED BY:  District Treasurer

## 3B2 Detailed Bills Paid Listing - Pending

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
INVESTMENT REPORT**

<i>CASH BALANCE AS OF October 31, 2021</i>	
<b>INSTITUTION</b>	<b>BALANCE</b>

**CSD FUNDS**

<i>EL DORADO SAVINGS BANK</i>	
SAVINGS	\$ 1,931,717
CHECKING	\$ 77,322
PAYROLL	\$ 71,950
<i>BANNER BANK EFT PAYMENTS ACCOUNT</i>	\$ 831,206
<i>LOCAL AGENCY INVESTMENT FUND (LAIF)</i>	\$ 8,319,557
<i>CALIFORNIA ASSET MGMT PROGRAM (CAMP)</i>	\$ 640,455
<b>TOTAL</b>	<b>\$ 11,872,206</b>

**CSD RESERVE OBLIGATIONS**

<i>CURRENT RESERVE BALANCE</i>	
RESTRICTED	\$ 7,491,207
UNRESTRICTED	\$ 3,469,809
<b>TOTAL</b>	<b>\$ 10,961,016</b>

**CSD OPERATING CAPITAL**

<i>TOTAL AVAILABLE CASH*</i>	<b>\$ 2,912,194</b>
------------------------------	---------------------

**MELLO ROOS BOND FUNDS**

**COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CFD)**

<i>BANK OF AMERICA</i>	\$ 119,292
<i>WILMINGTON TRUST</i>	
BOND SPECIAL TAX FUND	\$ 3
BOND REDEMPTION ACCOUNT	\$ -
BOND ACQ & CONSTRUCTION	\$ 17,617
BOND RESERVE FUND	\$ 391,576
BOND SURPLUS	\$ 157,165
BOND ADMIN EXPENSE	\$ 22,402
BOND PRINCIPAL	\$ -
BOND INTEREST	\$ -
<b>TOTAL</b>	<b>\$ 708,055</b>

*\*Investments comply with the CSD adopted investment policy.*

PREPARED BY: Manoj Pal

REVIEWED BY:  District Treasurer

4A General Manager's Report - Pending

## MEMORANDUM

Date: November 11, 2021  
To: Board of Directors  
From: Paula O'Keefe, Director of Administration  
Subject: Administration / Financial Update

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On November 2, 2021, the Finance Committee met and discussed the following items:

- Recruitment
- Reserve Updates
- Asset Management system
- Security Opinion Poll

The following is the summary of the October 2021 monthly Board Financial Report. The following are highlights from various internal financial reports. Please feel free to call me before the Board meeting regarding any questions you may have relating to these reports.

### ***Monthly Budget to Actuals***

Staff have made all entries to complete the first quarter of the current FY 2021-22. Attached are the Budget to Actuals as of October 31, 2021.

### ***Procurement and Contracts***

Staff have caught up the month's long backlog in A/P and are working towards getting into a regular payment schedule to ensure reliability and consistency in vendor payments.

### ***Capital Improvement Projects Updates***

No updates at this time.

### ***Reserve Fund Purchases authorized by the General Manager***

No authorized purchases by the General Manager in the month of October.

### ***Reserve Funds Balance Sheet***

Staff are presenting the current totals as of October 31, 2021. It is important to note that the final reserve totals are dependent upon year end close and are not finalized for FY 2020-21 at this time.

An extensive analysis of the District's reserves, Capital Improvement Projects and reserve usage and the reserve policy is being finalized to determine the total amount of available reserves and the appropriate management and usage of funds. District staff have engaged Associated Reserves to finalize and complete a Capital Improvement Plan and determine the funding needs of the District moving into the next five years and are working to update the Reserve fund policy.

## FY 2021-22 - Draft Reserve Beginning Balances

TB run ending 10/31/2021

<i>Reserve Descriptions</i>	<i>Account #</i>	<i>FY 2021-22 Beginning Balance July 1, 2021</i>	<i>YTD Total Debit</i>	<i>YTD Total Credit</i>	<i>Year to Date Ending Balance October 31, 2021</i>
Capital Improvement Reserve Fees - Admin	100-2510	0	0	0	0
Unreserved Fund Balance	100-2800	0	0		0
	<i>Subtotal</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
Water Capital Replacement	200-2505	1,990,869	0	67,469	2,058,338
Capital Improvement Reserves Fees - Admin Alloc	200-2505-99	39,990	0	0	39,990
Capital Improvement Reserves Fees - Water	200-2510	(115,491)	0	0	(115,491)
Capital Improvement Reserves Fees - Admin Alloc	200-2510-99	210,003	0	0	210,003
Water Supply Augmentation	200-2511	2,008,948	0	15,758	2,024,707
WTP Construction Fund Reserve	200-2513	(794,549)	63,033	46,984	(810,598)
Unreserved Fund Balance	200-2800	1,340,521	114,453	47,275	1,273,343
	<i>Subtotal</i>	<i>4,680,292</i>	<i>177,486</i>	<i>177,486</i>	<i>4,680,292</i>
Sewer Capital Improvement Connection	250-2500	4,342	0	0	4,342
Sewer Capital Replacement	250-2505	3,139,652	0	105,867	3,245,519
Capital Replacement Reserve Admin	250-2505-99	29,236	0	0	29,236
Capital Improvement Reserves Fees - Sewer	250-2510	73,246	0	0	73,246
Capital Improvement Reserves Fees - Admin Alloc	250-2510-99	159,077	0	0	159,077
Unreserved Fund Balance	250-2800	1,448,601	105,867	0	1,342,734
	<i>Subtotal</i>	<i>4,854,154</i>	<i>105,867</i>	<i>105,867</i>	<i>4,854,154</i>
Drainage Capital Replacement	260-2505	78,534	0	0	78,534
Capital Improvement Reserves Fees - Admin Alloc	260-2505-99	3,866	0	0	3,866
Capital Improvement Reserves Fees - Drainage	260-2510	344,134	0	0	344,134
Capital Improvement Reserves Fees - Admin Alloc	260-2510-99	35,262	0	0	35,262
Unreserved Fund Balance	260-2800	98,254	0	0	98,254
	<i>Subtotal</i>	<i>560,049</i>	<i>0</i>	<i>0</i>	<i>560,049</i>
Capital Improvement Reserves Fees - Admin Alloc	400-2505-99	6,418	0	0	6,418
Unreserved Fund Balance	400-2800	244,476	0	0	244,476
	<i>Subtotal</i>	<i>250,894</i>	<i>0</i>	<i>0</i>	<i>250,894</i>
Capital Replacement Reserve Security	500-2505	58,468	0	0	58,468
Capital Improvement Reserves Fees - Admin Alloc	500-2505-99	7,701	0	0	7,701
Capital Improvement Reserve Fees - Security	500-2510	(41,393)	0	0	(41,393)
Capital Improvement Reserves Fees - Admin Alloc	500-2510-99	135,466	0	0	135,466
Security Impact Fee Reserves	500-2513	38,488	0	0	38,488
Unreserved Fund Balance	500-2800	339,551	6,591	0	332,960
	<i>Subtotal</i>	<i>538,280</i>	<i>6,591</i>	<i>0</i>	<i>531,690</i>
	<b>Total Reserves</b>	<b>10,883,668</b>	<b>289,944</b>	<b>283,353</b>	<b>10,877,077</b>

### **Interfund Borrowing**

The following are the updated totals for the repayment of the interfund borrowing as of October 31, 2021.

<i>Inter-fund Borrowing</i>	<i>Fiscal Yr Beg</i>			<i>Period End</i>
	<i>Balance</i>			<i>Balance</i>
	<i>1-Jul-21</i>	<i>YTD Interest</i>	<i>YTD Repayment</i>	<i>10/31/2021</i>
WTP Construction Loan from Sewer	573,950	395	46,984	526,967
WTP Construction Loan from WSA	191,323	132	15,661	175,661
<i>Total Inter-fund Borrowing</i>	<i>765,273</i>	<i>527</i>	<i>62,645</i>	<i>702,628</i>

### **Utility Billing**

The District is currently working with several residents to resolve outstanding payments to bring these accounts current and in good standing. There are many residents who are not current with their bills and the District reminds all residents with past-due accounts that the District offers a payment plan to assist with bringing their accounts current. We encourage residents to work with the District to prevent additional late fee assessments.

The water shut off moratorium has been delayed and will expire on December 31, 2021. While the District is still working with customers on their past due balances, the District will delay the preparation of issuing notices to all past due accounts that could be potentially shut off for non-payment until after the beginning of the new year. District staff are prepared to work with those residents who have significantly large past due balances through the payment plan to assist with repayment and potentially prevent water shut offs.

### **Aging Report**

As a reminder, the Board of Directors voted to begin charging late fees on all accounts that are delinquent as of the January 25, 2021, billing cycle and interest on the balance of past due accounts at the December 16, 2020, Board Meeting. There are a total of 85 accounts that are at least two months behind on payments. The total amount due to the District for outstanding balances is \$133,689.77.

The District recently procured GIS services and have created an aging map that identifies the locations of past due accounts.

### **Security Opinion Poll Survey**

At this time, there are no financial updates to the Security Opinion Poll survey in relation to cost to the District.

4B Budget to Actuals Report - Pending

## MEMORANDUM

Date: November 11, 2021  
To: Board of Directors  
From: Kelly Benitez, Security Supervisor  
Subject: Security Update Report for the Month of October

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On November 4, 2021 the Security Committee met and discussed the following items:

- Holding the November meeting via teleconference
- Recruiting
- ABDi Software Update to the gates
- New Patrol Vehicle
- Cameras at Lakes
- Hot Air Balloon Incident
- Security Opinion Poll Survey
- Vehicle Replacement

### **OPERATIONS UPDATES**

The Department is currently working on the following projects:

- CSD has received a new batch of resumes for Gate Officer and currently have one in the background process. (1 remaining vacancy).
- Patrol non-covered shifts: 164 YTD hours total.
- ABDi Software Upgrade Project: ABDi will be updated to a newer gate access system – Continental. Contracts have been signed and they are waiting on the arrival of parts. Upon arrival of parts ABDi will schedule the two-day set up.
- In the final process to ordering a new Toyota pickup truck for security personnel.

### **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 contacts 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.
- Stop Sign enforcement – enforcement missions conducted each week; other violations issued during regular patrol
- Speed enforcement –enforcement missions conducted each week during the daytime hours only; other violations issued during regular patrol
- Cameras at Lakes: RMA Maintenance to install poles for camera setup. Watchdog Security will install the cameras, and is awaiting power/internet to the Lake areas. All security is being trained on how to retrieve camera footage.
- Security Supervisor had a direct meeting with GM at RMA, items discussed were dog bite cases, citation on private property and vendor responsibilities.

### **Murieta Village activity:**

- On calendar to meet with leadership.

**Rancho Murieta Commercial Owners Association activity:**

- Attempting to get on Calendar.

**Rancho Murieta Association**  
**Violation Item Summary Report -- 2021**  
(This report includes RMA & CSD issued violations)

Violation Item Summary Report	Jan		Feb		March		April		May		June		July	
	CSD	RMA	CSD	RMA	CSD	RMA	CSD	RMA	CSD	RMA	CSD	RMA	CSD	RMA
Motor vehicle violations:														
Motorcycle														
No drivers license			1		2		1						1	
Speeding	5	38	1	17	12	39	20	15	7	12	8	12	2	5
Speeding - twice speed limit														
Stop signs				3	1	4	1	3		1	4		2	
Bus stop signs														
Use of streets	1													
Parking:														
Driveway parking	4		1	31	17		16		9	1	1	17	3	9
Guest parking			3	8		2				1		3	1	1
Overnight street parking	13		4	2	14	2	10		11		5	6	2	5
Unauthorized Vehicle (24 hr pass)		2		1	4	2	3	1	3		2	2	1	
Accumulation/dumping of debris		1				1		1		1				
Advertising signs														
Barbeques, open fires, bonfires					2			1						
Carrying passengers/overloaded cart													1	
Clothes lines														
Commercial vehicle lettering									1		1	1		1
Construction overnight parking														
Park hours / curfew	8				5		2		1		9		5	
Decorative lights						1								
Discharge of firearm														
Dog park investigations														
Dwelling exterior alterations														
Failure to identify														
Fences, screens & enclosures														
Guest w/o resident in comm areas					3		1				2			
Home business activities														
Noxious activities					1		1			1	2		1	
Open garage doors														
Pets - off leash / teathered / noise	1		1				2		2		2			
Property maintenance		3		1		11		19		11		12		18
Sign rules														
Skating in common area														
Sports equip/trampoline/basketball							1							
Storage of building materials				1				1				1		
Stored vehicles												1	2	3
Trash containers								1						
Use of common areas & facilities				2	1									
Vandalism														
Vehicle repair or maintenance														
Village/Villas violations														
Working days & hours	2													
<b>Total Violations</b>	<b>34</b>	<b>44</b>	<b>11</b>	<b>66</b>	<b>62</b>	<b>62</b>	<b>58</b>	<b>42</b>	<b>34</b>	<b>28</b>	<b>36</b>	<b>55</b>	<b>21</b>	<b>42</b>
Citations written by RMCS		34		11		62		58		34		36		21
Citations written by RMA		44		66		62		42		28		55		42
<b>Total Violations</b>		<b>78</b>		<b>77</b>		<b>124</b>		<b>100</b>		<b>62</b>		<b>91</b>		<b>63</b>

Violation Item Summary Report	August		September		October		November		December		Totals	
	CSD	RMA	CSD	RMA	CSD	RMA	CSD	RMA	CSD	RMA	CSD	RMA
Motor vehicle violations:												
Motorcycle											0	0
No drivers license					1						6	0
Speeding	21	21	22	15	10	26					108	200
Speeding - twice speed limit											0	0
Stop signs	4	4	1	13	2	20					15	48
Bus stop signs											0	0
Use of streets	3										4	0
Parking:												
Driveway parking	7	5	7	20	16	10					81	93
Guest parking	1	2	1	15		4					6	36
Overnight street parking	7		13	6	4	3					83	24
Unauthorized Vehicle (24 hr pass)	5	2	3	5	3						24	15
Accumulation/dumping of debris				1		1					0	6
Advertising signs											0	0
Barbeques, open fires, bonfires											2	1
Carrying passengers/overloaded car											1	0
Clothes lines											0	0
Commercial vehicle lettering											2	2
Construction overnight parking											0	0
Park hours / curfew	16		2								48	0
Decorative lights											0	1
Discharge of firearm											0	0
Dog park investigations											0	0
Dwelling exterior alterations											0	0
Failure to identify											0	0
Fences, screens & enclosures											0	0
Guest w/o resident in comm areas	1				1						8	0
Home business activities											0	0
Noxious activities											5	1
Open garage doors											0	0
Pets - off leash / teathered / noise					1						9	0
Property maintenance		2		6		5					0	88
Sign rules											0	0
Skating in common area											0	0
Sports equip/trampoline/basketball											1	0
Storage of building materials						1					0	4
Stored vehicles	1	4		8		2					3	18
Trash containers											0	1
Use of common areas & facilities											1	2
Vandalism											0	0
Vehicle repair or maintenance	1										1	0
Village/Villas violations											0	0
Working days & hours											2	0
<b>Total Violations</b>	<b>67</b>	<b>40</b>	<b>49</b>	<b>89</b>	<b>38</b>	<b>72</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>410</b>	<b>540</b>
Citations written by RMCS		67		49		38		0		0		410
Citations written by RMA		40		89		72		0		0		540
<b>Total Violations</b>		<b>107</b>		<b>138</b>		<b>110</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>950</b>

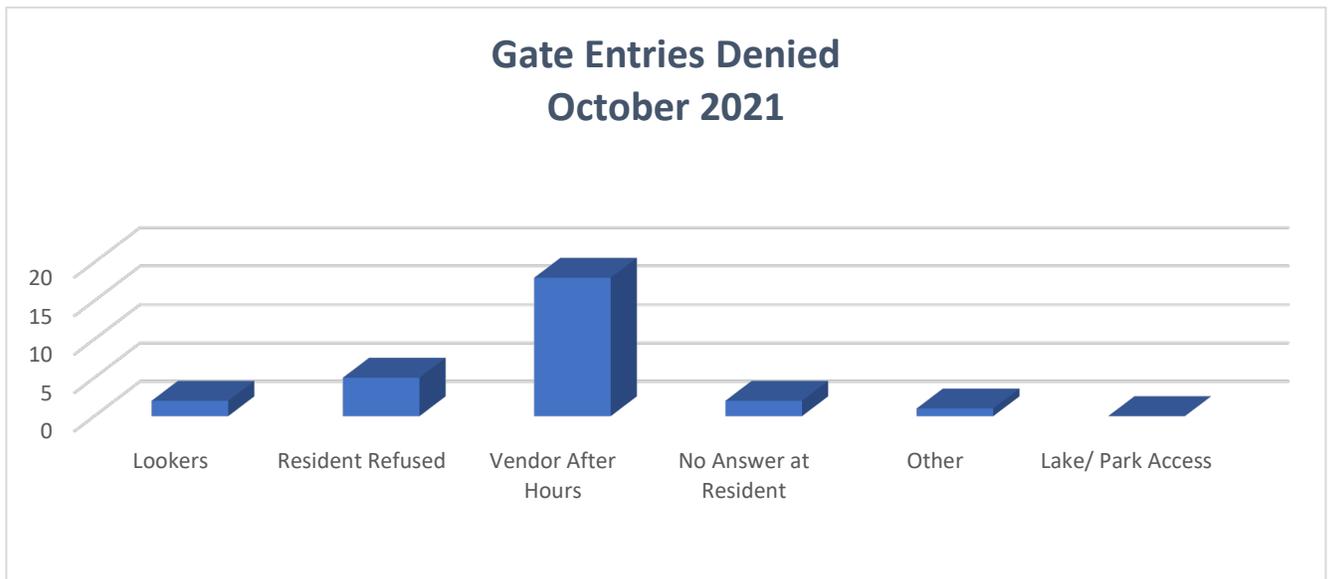


## Gate Entries Denied

### October 1-31, 2021

	Lookers	Resident Refused	Vendor After Hours	No Answer at Resident	Other	Lake/ Park Access	TOTAL
<b>All Gates</b>	2	5	18	2	1	0	28

**Prior Month Totals:**                      9                      9                      10                      1                      1                      3                      33





**Rancho Murieta CSD Security**

15160 Jackson Rd  
Rancho Murieta, CA 95662

**Cases - Breakdown by Type**

ABANDONED DISABLED VEH	3
ALARM	13
ANIMAL COMPLAINT	17
ASSIST OTHER AGENCY	4
BURGLARY	1
CITATION	13
DISTURBANCE	7
ESCORT	3
EXTRA PATROL	20
FIRE	2
FOLLOW UP	5
GAS LEAK	1
INTOXICATED PERSON	1
JUVENILE DELIQUENCY	1
LOST/FOUND PROPERTY	2
MEDICAL AID	4
MISCELLANEOUS	21
OPEN DOOR	4
PARKING	34
PETTY THEFT	1
REFUSED ENTRY	28
RESIDENT COMPLAINT	21
RMA RULE VIOLATION	4
SPEEDING COMPLAINT	3
STOP SIGN VIOLATION	2

SUSPICIOUS ACTIVITY	5
SUSPICIOUS PERSON	13
SUSPICIOUS VEHICLE	10
TRAFFIC ENFORCEMENT	19
TRESPASSING	6
VANDALISM	1
VEHICLE ACCIDENT	9
WATER LEAK	6
WEATHER RELATED	1
WELFARE CHECK	6
<b>Total</b>	<b>291</b>



## **INCIDENTS OF NOTE OCTOBER 1-31, 2021**

### **October 10, 2021: Loose Dog Attack**

Security Officer responded to a call for service of two loose dogs on Lago Drive. Investigation revealed that the German Shepard chased a neighbor who had to escape attack by jumping on to a school bus. Security Officer arrived on scene and was also attacked by the German Shepard; however, the officer used his pepper spray which repelled the dog. The dogs fled home and the owner and animal control were notified. Citation issued to homeowner and was RMA notified of the incident. There were no injuries from the attacks.

### **October 12, 2021: Disturbing the Peace.**

Security responded to Bel Air parking lot and met with a female resident from Wilton. The resident stated that she was waiting in her vehicle for her on-line grocery order to be completed when an unknown male approached her vehicle and began to yell at her. The female dialed 911 and drove to the Northgate for safety. Security arrived on scene and was unable to locate the suspect or obtain any video footage of the incident.

### **October 21, 2021: Burglary Retreats Trail**

Between the hours of 1730-2300 hours the resident secured their residence before departing for the evening. Upon return the victims discovered that their home was burglarized. Suspect(s) broke glass window to sliding glass door and entered the location and removed high valued items. The suspect(s) fled area with victim's property. SSD responded and completed a 459 report and recovered prints from the scene. **Note:** No witnesses or video camera footage were recovered.

### **October 26, 2021: Vender in back Area**

Security Officer responded to back area behind bass lake. Upon arrival Security Officer discovered a vendor from Earth Guard Pest Services who was stuck in the mud. The vendor stated that after his job was completed, he was just exploring the lake and back roads. The vendor was told that he must depart the location after doing his legitimate business. The vendor stated that he has been hanging out after his jobs for 30 years and nobody has ever confronted him. RMA was notified.

## MEMORANDUM

Date: November 11, 2021  
To: Board of Directors  
From: Michael Fritschi, Director of Operations  
Subject: Utilities Report

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On November 2, 2021 the Improvements Committee met and discussed the following items:

- Holding the November meeting via teleconference
- SB 170 Funded Projects
- Laguna Joaquin Sediment Project
- GIS Update
- Future Raw Water Conveyance Projects
- Imminent Infrastructure Rehabilitation
- Site Development Storm Water Best Management Practice
- Two Contracts with SOLitude Lake Management

### **IMPROVEMENTS COMMITTEE UPDATES**

The following actions have been taken since the November 2, 2021 Improvements Committee meeting was held. (see attached Improvements Memorandum):

**Operations Report Content** - The Board has provided some feedback on what they would like to see in the operations report. The Director of Operations has updated the report based on that feedback. Additional information desired and/or alternate preference for data arrangement will be evaluated upon request.

**SB 170 Funded Projects** – The District met with the State representatives implementing the SB 170 grant funded projects. The District will soon release an RFP for design services for the Water Treatment facility sodium hypochlorite project. The District has received a quote and contract from West Yost & Associates to complete the Ultraviolet Disinfection vs Sodium Hypochlorite Lifecycle Analysis. The District will be meeting with HDR, Inc. to review the Granlees Intake Safety project to get an update to work into an upcoming RFP for design services.

**Laguna Joaquin Sediment Project** – The District will be a participant in the Value Analysis (VA) group consisting of representatives from RMA, RMCSO, a contractor, and an engineering consultant. The VA group will work together to discuss project and delivery options for the removal of sediment from Laguna Joaquin.

**GIS Update** – Staff are beginning to utilize GIS in its early application for parcel, water, and meter information. Sewer information is anticipated to be added to the system in the next phase. There are plans to request an extended agreement with the vendor, CAL CAD at the December or January Committee meeting.

**Reservoir/Lagoon Treatment/Observation and Maintenance** - Contracts for the regular testing, analysis and maintenance of the District reservoirs and sewer lagoons and storage and have been provided to the Board for approval.

**Future Raw Water Conveyance Projects** – The District has scheduled a meeting with Joe Domenichelli, Domenichelli and Associates, to discuss obtaining Engineer Estimates for extending conveyance between Chesbro/Clementia to Laguna Joaquin, Clementia to Bass Lake, and Chesbro directly to Clementia.

**Imminent Infrastructure Rehabilitation** – The various critical infrastructure issues identified at the November Improvements Committee have been addressed:

Main Lift South - The programmable logic controller (PLC) has been swapped out at main lift south and additional programming is being completed to provide some operational relief for this important lift station.

Water Treatment Back-Pulse Pumps – The first back-pulse pump is scheduled to be removed from service from Plant 1 in early December and will be sent out for sand blasting and re-coating. Plant 1 will remain in operation during the rehabilitation, but at a decreased capacity.

Wastewater Tertiary Feed Pumps – These pumps have been removed by crane and are now available to vendors to examine for rehabilitation bid purposes.

Wastewater Plant Water Pumps – The plant water pumps (hydropneumatics system) were previously replaced in June of this year and have recently failed due to severe rust exfoliation issues. The District is in the process of negotiating with the manufacturer to provide a solution and/or significant compensation for the equipment.

Clementia Subdrain Pumps – The District has scheduled Telstar to come out and replace the pump starters by December.

## **RAW WATER STORAGE & DELIVERY**

The District can begin taking water from the Consumes river when the flow is higher than 70 cubic feet per second as measured at Michigan Bar gauge station from November 1 to May 31. Typically, the District abstains from pumping during the first few precipitation events to allow large amounts of turbidity from silt or other material to move through the river. Staff measures the turbidity (clarity) of the water and will begin to pump when the turbidity settles down below 20 nephelometric turbidity units (ntu's). The last five years the District had started annual pumping as early as November 1 and as late as January 6th. Due to the Caldor fire affecting 40% of the watershed, the District has decided to hold off on pumping until special testing and analysis can be conducted for pollutants related to fire retardant such as total organic carbon. If acceptable, the District will begin pumping with (1) 125 hp pump.

As of October 31, 2021, the total water stored between Clementia, Chesbro, and Calero totaled 3329.02 acre-ft, 1.2% less (39.9 acre-ft) than in October 31, 2020. Raw water deliveries to the South Golf Course totaled 235.4 acre-ft year to date. October wastewater storage available for production is at 95 acre-ft, a 400% increase over the same level from last year. The increased volume of available water in the wastewater storage lagoon for tertiary processing is most likely based on the record rainfall accumulation received in October and will likely result in more water available next year to send to the golf courses should the trend continue.

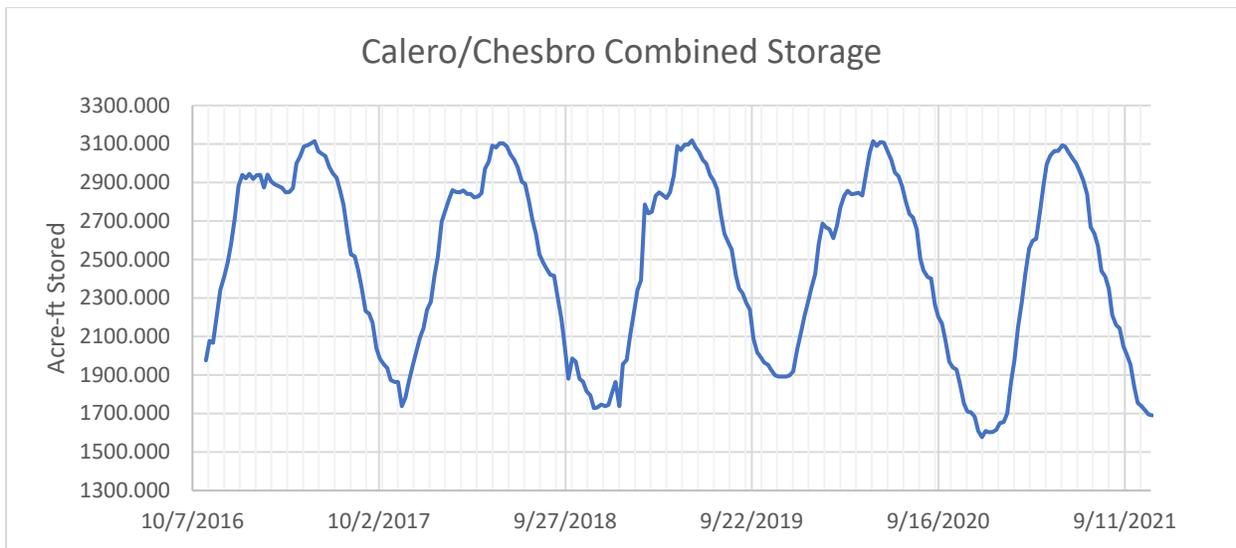
*Table 1. South Course use of Raw Water from Clementia & Potable Construction Water Use*

	October 2021		year to date	
	mgal	acre-ft	mgal	acre-ft
<b>South Course</b> (from Clementia)	3.83	11.74	76.73	235.48
<b>Riverview</b> (potable)	0.80	2.47	3.93	12.07
<b>Retreats</b> (potable)	0.44	1.36	0.44	1.36

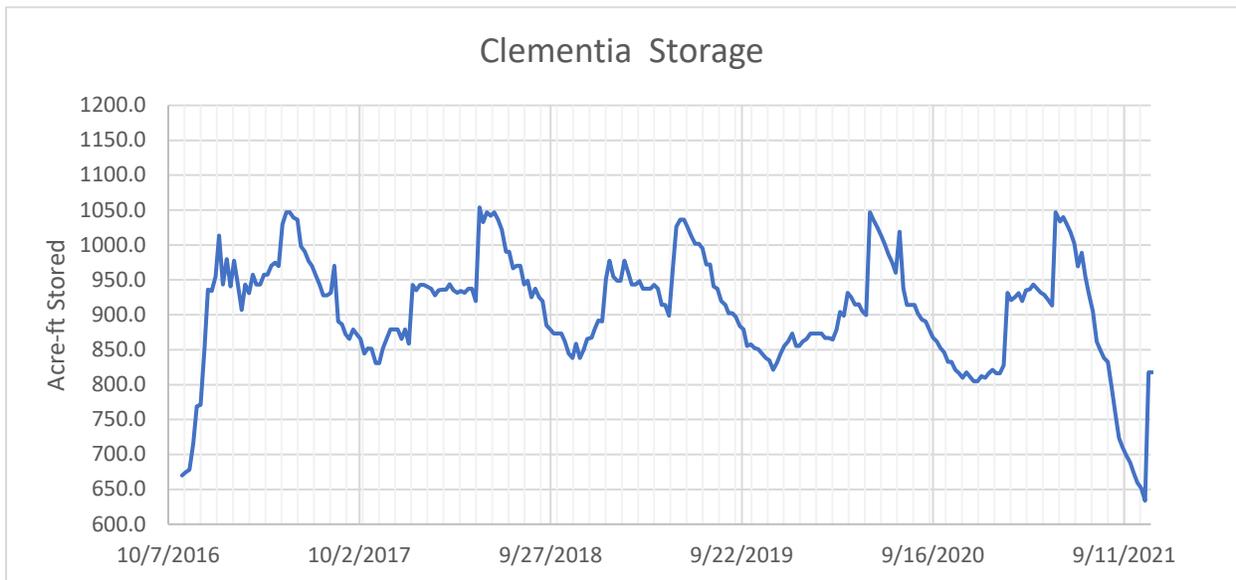
*Table 2. Raw Water Reservoir and Wastewater Reservoir Storage comparisons 2020 to 2021*

	October 2021		October 2020		difference from 2020 acre -ft	%diff
	mgal	acre-ft	mgal	acre-ft		
<b>Clementia Storage</b>	266.33	817.34	265.9	816.02	1.32	0.2%
<b>Chesbro Storage</b>	352.17	1,080.77	345	1,058.77	22.00	2.1%
<b>Calero Storage</b>	466.26	1,430.91	486.87	1,494.15	-63.25	-4.2%
<b>Total of all Raw Water Reservoirs</b>	1,084.76	3,329.02	1,097.77	3,368.94	-39.92	-1.2%
<b>Wastewater Storage Reservoir available for production</b>	30.97	95.04	5.97284	18.33	76.71	418.5%

The combined storage of Calero and Chesbro were analyzed over the last 5 years. The lowest stored combined volume during that period was experienced last winter (2020) and the storage curve for 2021 was much thinner than previous years. This was due to the Consumes river not reaching a consistent flow of 70 cfs at Michigan Bar until January 26, and the resulting late start on filling Calero.



Clementia Reservoir also shows a thinner storage curve for 2021 and the lowest level in five years. This is due in part to a late start on rainfall and the resulting Reservoir fill. In addition, over 250 acre-ft was taken from Clementia to support the south course and local agricultural needs. The RMA capitalized on this low Reservoir level to perform much needed vegetation control maintenance on the Reservoir. Early rains in October have increased the current level of Clementia close to the same level from around the same time last year.



### **WATER & WASTEWATER TREATMENT FACILITIES PRODUCTION**

The water plant will soon be alternating water facility shut downs for winter maintenance as the annual demand drops off. Plant #2 is currently taken down for annual maintenance. After Plant #2 winter maintenance is completed, the (2) back pulse pumps in plant #1 will be removed one at a time for rehabilitation.

The residential potable water usage is denoted as the average annual gallons per day per capita (GPDPC) is forecasted to come in at 212 GPDPC for the year 2021. The District is clearly meeting the previous “self-set” 2015 and 2020 targets of reducing below 238 GPDPC and 268 GPDPC respectively as designated in the 2010 Integrated Water Master Plan Update.

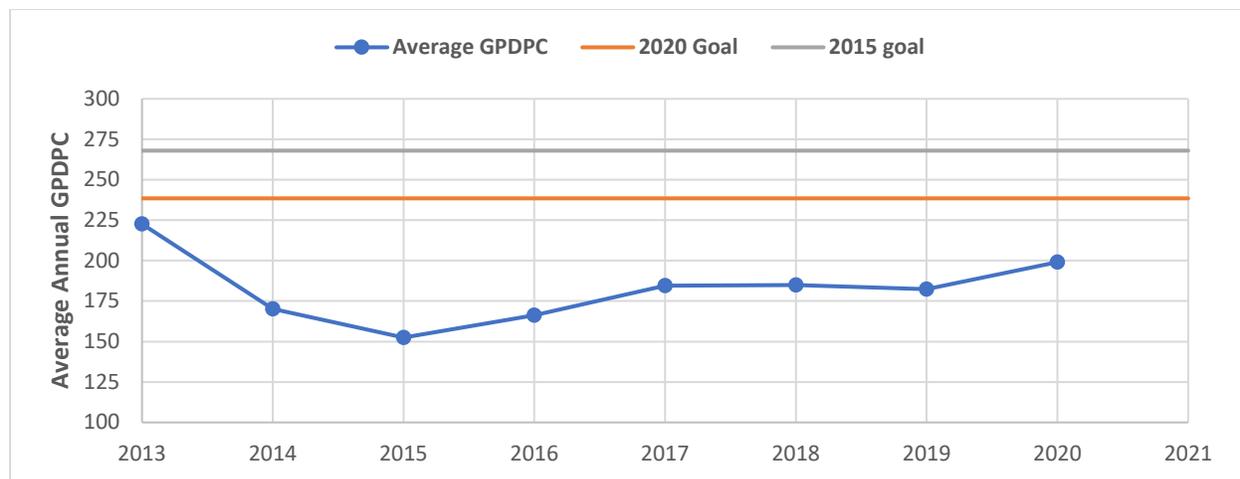


Figure 1. Eight-year trend of Gallons Per Day Per Capita compared to 2015 and 2020 goals

As of October 31, year to date potable water production totaled 1,554.74 acre-ft, 28.76 acre-ft (1.9%) higher than October 2020 year to date use. Development water use accounts for 47% (13.4 acre-ft) of the increased production from 2020. The June hydrant leak accounts for 30% (8.5 acre-ft) of the increased production from 2020.

Recycled water delivery was extended to the 23<sup>rd</sup> of October. The wastewater tertiary facility is currently shut down for the winter season for maintenance. The final year to date recycled water production is 367 acre-ft, nearly 23.2% less than was achieved in 2020.

Table 3. September Water & Recycled Water Production – (mgal = million gallons)

	Year to Date 2021		Year to Date 2020		difference from 2020	%diff
	mgal	acre-ft	mgal	acre-ft		
<b>Recycled Water Production</b>	119.58	366.99	155.68	477.77	-110.77	-23.2%
<b>Potable Water Production</b>	506.61	1,554.74	497.24	1,525.98	28.76	1.9%

## **FIELD UTILITY SERVICE**

The utility field service crew responded to (15) Utility Star work orders, (3) 811 USA locates, and (6) homeowner calls. Seven water leaks were repaired, and 1 major leak due to construction activities in the Retreats was repaired. The field utility crew will begin focusing on sewer cleaning and keeping storm drains clear.

## **SITE DEVELOPMENT STORM WATER BEST MANAGEMENT PRACTICE (BMP)**

As the MS4 holder, the District is responsible for monitoring (4) currently active site developments for erosion control and stormwater best management practice (bmp) compliance. The District has a part time inspector utilized to observe site construction and the District meets weekly to review site compliance. Sacramento County inspectors are providing technical support. The following are updates on the various sites:

Retreats – Minor work has begun on the south section of the development from De La Cruz Drive. The District is in contact with the developer regarding implementation of installed BMP's. There was a brief break in a 14-inch line in which the developer had connected for water use. Staff arrived during the night and isolated the problem, and it was repaired properly by the developer.

Riverview – Grading has ceased on the Riverview site and the developer has installed proper wet weather BMP's. Riverview experienced (5) site failures during the 10/24-10/25 storm that resulted in 7 inches of rain. Staff reviewed the site failures and overall, the installed BMP's did an excellent job when considering the abnormal precipitation volume.

Murieta Marketplace – Work has slowed substantially, and staff have worked with the developer to ensure adequate wet weather BMP's be put in place.

Airport Expansion – Work has resumed at the airport and the District has requested that the proper wet weather BMP's be installed.

## **OPERATIONS STAFFING**

The Operations staff lost (2) Operators to the CHP academy and to Sacramento Regional Wastewater Facility. The District has advertised for two positions to replace the operators that have left. The District currently has (1) Operator in Training position and (1) Operator Position. The Operator position can range between Operator in Training, Level 1, Level 2, and Level 3, depending on the level of certification attained by the operator. Ultimately, the Operator in Training Position will need to be converted to a full Operator position to be able to retain the operator, once the operator becomes certified at Levels 1, 2 and 3.

## MEMORANDUM

Date: October 28, 2021  
To: Improvements Committee  
From: Michael Fritschi, Director of Operations  
Subject: Monthly Utilities Department Updates

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### **Operations Report Content**

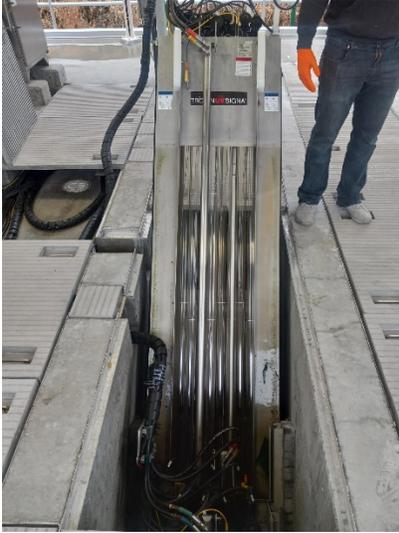
The Operations Report to the Board is in the process of being revised. This is an opportunity for the Board to decide which information is provided and in what format. So far comments for inclusion have been:

1. Trends and comparisons to previous calendar year – *need to determine which trends are desired*
2. Per capita use trend, e.g. 20% per capita reduction at 2020 performance

### **SB 170 Funded Projects**

**Wastewater Treatment Facility Ultraviolet (UV) Disinfection vs. Sodium Hypochlorite (NaOCl) lifecycle analysis** - The District has requested a quote from West Yost & Associates to perform a lifecycle cost analysis to determine the most optimal path forward for disinfection of recycled water. The analysis will compare capital and operation and maintenance (O&M) costs associated with installing a UV system vs. the planned NaOCl system. The analysis will ensure that the District has completed its due diligence in determining the best way forward considering options for newer technologies to support both current and future uses of recycled water. Domenichelli & Associates will be providing the cost estimate to complete the project if the NaOCl system is determined to be the best path forward. Staff will provide the Board with a recommendation based on the analysis and the Board would move forward with design and construction approval to complete the project in late FY 21/22 or early FY 22/23.

The District recently visited the Jackson, CA wastewater facility and examined the UV disinfection system there. The Jackson facility changed out their NaOCl feed system with UV disinfection and have been very happy with performance of the UV system.



**Water Treatment Facility Sodium Hypochlorite (NaOCl) upgrade** - The District will be receiving a quote from West Yost & Associates to provide design services to update the chlorine gas system at the water treatment facility to a NaOCl feed system. We also have plans to release an RFP to solicit bids to perform the design services. There is a possibility to utilize the recently purchased NaOCl pumps and tank from the wastewater facility if the wastewater facility converts to UV disinfection. UV is not considered for the water treatment facility based in part on the requirement to keep a chlorine residual within the distribution system. There is also no proposed contact tank that would need to be constructed (or to potentially avoid the cost of) as with the wastewater facility. If the contract is acceptable, the Engineer would perform design services during the wintertime and put the project out to bid in the late spring/early summer for completion likely in early FY 22/23.

**Granlees Intake Improvements** - The District will be meeting with HDR, Inc. to review the 2005 Granlees Dam Accessibility Restriction alternative study and discuss what it would take to successfully restrict unauthorized access and increase the safety of the Granlees intake. Additional concerns would be to provide for safe and efficient operation and maintenance access to maintain screening. The District will need to produce plans and specification detailing out the improvements and move through what could potentially be a lengthy and/or difficult permitting process given the proximity of the improvements and USACE (army corps)/ DFG (fish and game) jurisdiction. The District will look at retaining HDR for design and permitting services to get the project ready to bid in this current fiscal year for completion as soon as FY 22/23.

### **Laguna Joaquin Sediment Project**

The District will be meeting with Kevin Kaufman to discuss project development and to request a quote to provide project design, management, and bid services to have the retention pond dewatered and the sediment dried and removed.

## **GIS Update**

The District GIS vendor CALCAD has previously added water mains and recycled water mains and meters and parcel data. Recently CALCAD has updated the District GIS system to include lift stations, outfalls, overdue accounts and water structures. The next step will be to add the storm water and sewer system to the GIS, as well as easements. CALCAD has provided quotes to add storm drain and sewer layers. Staff recommend that the storm drain, and sewer layers be added. The District will likely schedule a training session with staff to train staff in adding specific field data when applicable.

## **Reservoir/Lake/Lagoon Treatment/Observation and Maintenance**

The District has received quotes from SOLitude to monitor and test the District reservoirs and to maintain the treatment lagoons for algae, plant overgrowth, pests, cyanobacteria, etc. noted. Keeping ahead of the water quality of our reservoirs and treatment facilities is critical to maintain good water quality and adequate treatment.

## **Future Raw Water Conveyance Projects**

The District will be meeting with Domenichelli & Associates to discuss the following raw water conveyance concepts to allow more flexibility in moving raw water:

- a. Clementia Lake to Bass Lake
- b. Clementia Lake to Laguna Joaquin
- c. Chesbro Reservoir to Clementia Lake

*See attached conceptual figure and existing District water flow chart*

## **Imminent Infrastructure Rehabilitation**

**Programable Logic Controller (PLC) Main Lift South Stormwater Pumping** – The PLC at the main lift south has previously been identified as potentially needing reprogramming or replacement. During the 10-22-21 weekend a large rain event there was enough rainfall to properly test the PLC operation of the (5) storm water pumps. The pump settings and control algorithms were not providing for the proper operation of the pump station. Certain storm pump operation would prevent sewer pumps from initiating and vice-versa. Operations staff troubleshooted the PLC operation with one of the District vendors until 1:00 a.m. and was able to find a “temporary” work around to the controls to keep the storm water system pumped and the sewage pumps operating correctly. The district vendor mentioned that it is time to replace this antiquated PLC controlling the storm and sewer pumping system at Main Lift South. It is proposed that the District approve a contract to update the PLC at Main Lift South soon.

**Water Treatment Plant #1 Back-Pulse Pumps** – The inner volute coating has failed for both of the back-pulse pumps serving Water Treatment Plant #1. The coating chips tend to get into the membrane tank and shear the membranes. The proposed solution is to have the inside of the pumps sandblasted and re-coated with an epoxy coating that is rated for the wastewater/chemical environment.

The plan is to switch production to WTP #2 and pull one pump at a time from WTP #1 for recoating. This will allow WTP #1 to be placed back into operation if something happens with WTP #2 during the 8-week coating period. While there will be increased cost to do so, it is recommended that one back-pulse pump

be coated at a time to ensure a minimal level of redundancy. This repair is considered an emergency repair. The District is in the process of scheduling the re-coating.

**Wastewater Tertiary Wetwell Feed Pumps** – The tertiary feed pumps pump stored wastewater to the District tertiary facility for tertiary treatment. The pump glands have had minor “bandage” repairs throughout the last 10-15 years. While there is no imminent failure projected this year, it is only a matter of time before failure occurs. Staff are arranging for the pumps to be pulled and laid out for inspection and rehabilitation while the tertiary facility is offline for the winter. The District will collect bids to refurbish the pumps.

**Clementia Subdrain Pumps** – The pump starters for the Clementia subdrain pumps appeared to have failed. Staff is currently utilizing a portable pump to pump down the wetwell to keep the sand chimney properly drained. The Clementia subdrain is a very important structural component to prevent seepage related dam failure. Staff are in communication with the District vendor to determine how best to correct the situation.

#### **Site Development Storm Water Best Management Practice (BMP)**

The District holds what is known as a Small MS4 General permit and with respect to construction sites is responsible to provide design review and validation of installation and maintenance of what BMP's were approved by the County on the erosion control plans. It is the construction site Qualified SWPPP Developer (QSP) that is ultimately responsible for SWPPP (storm water pollution prevention plan) compliance with the Regional Water Quality Control Board who holds authority.

Several SWPPP BMP's failed at Riverview, Murieta Market Place, and Legacy Villas and Suites due to the intensity of the 10-24/10-25 storm. Our field inspector has met and discussed the issues with the various site QSP's. The District also met and shared this information with Sacramento County.

Attached is a report from Andres Lozano detailed in the effects of the October 24-25 storm on the various stormwater BMP for the active development sites within the District.

**Date October 25, 2021**

**To: Michael, Director of Field Operations RMCS**

**Subject: DISTRICT SWPPP PROGRAM Report update**

**Storm Rain Event Collection Data:** Per RMCS treatment plant supervisor Travis: our Districts Water Treatment Plant rain gage collection read: Saturday October 23, 2021- 0.75 inches, Sunday -1.05-inches and Monday -5.20-inches total storm rain accumulation 7-inches. John the Riverview project qualified SWPPP practitioner (QSP) said: the project field rain gage read 6-inches of rain same period of time and Sunday-Monday being the highest reading 5 + inches.

**River View Project:** As previously mentioned this project had an array of field Best Management Practice (BMP's) implemented according to plans a week ahead of this storm: hydro seeding, wattles, flat netting material plus natural earth barriers to slow down the runoffs etc. The BMPs were able to hold well up to the weekend record rain event. However, six locations of these measures failed to meet the designed intent causing small earth scaring, erosions and sediment deposits. Some of these spoils were carried to the neighborhood and trail pathway along the nearby park and the Consumes River, regularly traveled by pedestrians and golf carts. Runoff spoils over this trail path created a nuisance that the contractor was able to clean the following day.



Pre-storm pictures 10/20/2021

The majority of these failed BMPs are located along the North/South Westside of the project near the man-made drainage swale, between the Public Park at Reynosa Drive, and mid-west project border. This drainage swale captures, by design, local runoffs from multiple areas. The volume capacity is based on the overflow standpipe design and basin size; some minor flows were sent to the river.



Post Storm pictures 10/25/2021

As an observation: The Consumes River was flowing heavily (13,000 CFS according to the USACE website), showing a dark grey color. A related comment I heard said: dirty river water may well be because of this year's fire in the El Dorado County area. Website information points to a fire that occurred in September this year within the Consumes River water shed. As additional info: John the project QSP said when he sampled the Consumes River water to get a turbidity meter reading his sample went off charts; his meter instrument reads from 0 to 1,000 units. Same comment I got from

Travis our Water Treatment Plant Chief Plant Operator he was unable to get a reading on the turbidimeter due to the high level of turbidity being higher than that of the reportable range.



All BMP failures were similar in nature, undermining of the wattles and fabric nets plus water finding its way into the weakness of the newly conformed earth scaring/eroding around the guards off the BMPs. The last noticed failure is located on the Northeast side behind the office trailers. Here most of the BMP's measures held decently with some small wattle breaks where the water runoff exceeded the BMPs practices. The runoff was capture by a natural swell pond in the area estimated at about ½ Acre-Foot at that time. An overflow pipe drain east of the swale area was still active discharging about 15 GPM.

I spoke to John the project QSP who said they're looking at all the project SWPPP program BMP's failures and deciding what best measures and repair practice to implement to prevent this from happening again. John said they will be reinforcing and fixing these and other BMP locations, the earliest weather and field conditions permitted (because of soft grounds present) time expectance is within a weeks' time or so.

**Legacy Villas and Suits Project:** Project SWPPP program BMPs implemented, hydro seeding, perimeter wattles, newly project drain inlets drain inlet (DI) plugs, plus street DI filter bags and gravel bags. The BMP failures here were perimeter wattles opening and falling, allowing runoff water to enter the CSD Storm Drain system. Also, some DI plugs inside the project area seem to have collapsed (pipe plug failure). This needs to be followed up and looked into possible dirty water intrusion into our SD system.

The project's temporary perimeter fence looks like it failed due to wind partially and temporary blocked the street. This fence was being picked up and relocated back to its original place at that time. For the most part, the project endured the storm without further issues. Their QSP has been contacted to discuss further.



Post Storm pictures

**Circle Q Commercial site lot 11 project:** Project BMPs implemented here are perimeter wattles, street DI filter bags and side gravel bags. The BMP failures here also were the perimeter wattles opening and failing to stop/filter water, allowing runoff water to enter the CSD storm drain system. The project mid area had a large ground swale that captured some of the dirty water in place keeping it from exiting the project site. The responsible QSP was contacted to correct the situation and he proceeded to correct some of these issues the same day.



**The Retreats Project.** Project BMPs implemented here are perimeter wattles, street DI perimeter gravel bags, and low point field silt fences. No construction activity has started here yet. If anything some small large concrete pipe quantity has been delivery, and small construction equipment has been stage on site. My observation after the storm on this project has been of no issues all looks good since there is no ground disturbance.



Pre-Storm pictures.

Any questions please don't hesitate to let me know.

Thank you,

Andres

# Rancho Murieta Community Services District

**December 2021**

## Board/Committee Meeting Schedule

**December 2, 2021**

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

**December 7, 2021**

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

**December 15, 2021**

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



## MEMORANDUM

Date: November 3, 2021  
To: Board of Directors  
From: Michael Fritschi, Director of Operations  
Subject: Approval Purchase of Two Ford F-250 Utility Field Crew Vehicles in the Amount of \$91,863.92

---

### RECOMMENDED ACTION

Approve purchase with Big Valley Ford for the procurement of two (2) Ford F-250 utility trucks.

### BACKGROUND

The FY2021-22 CIP (CIP #22-01-01 and CIP #22-02-01) contains approval and appropriation for two (2) utility trucks to replace existing fleet vehicles for the utility staff. Staff have done their due diligence and requested quotes from competing vendors and/or different manufacturers and the Ford F-250 model best fits the needs of the District. Each vehicle is quoted at \$45,931.96 totaling \$91,863.92, approximately \$1,863.92 over the projected budget. Although the quoted amount exceeds the budgeted, approved CIPs, the District will offset the additional cost through reduction of supplies to prevent the need for an additional appropriation.

The General Manager's signature authority for capital expenditures is \$50,000, however, since both vehicles are procured through the same vendor, District Code, Chapter 4, Section 6.08 prohibits splitting of transactions. Further, District Code requires Board approval on any Board approved CIP over the General Manager's signature authority. As the total combined vehicle order would be \$41,863.92 over the \$50,000 capital spending authority, this transaction requires Board approval.

### SUMMARY

Staff requests that the expenditure be approved by the Board so staff can proceed with the procurement process for these budgeted capital assets while the vehicle prices remain at the previously quoted cost.

**REQUEST FOR PROPOSAL TO SUPPLY VEHICLE**

**to Rancho Murieta Community Services District**

(Return a complete quote by **October 8, 2021** by 11am to be considered)

**YEAR -2022**

Ford Super Duty F-250 XL 4x2, White, w/8' Utility bed  
Regular cab, 6.2 L engine, Automatic Transmission  
Air Conditioning, Electric Windows and Door Locks  
Vinyl flooring  
California Emissions  
Standard Equipment package  
Trailer hitch  
Pipe rack welded and powder coated white to match truck  
Or equivalent to in stock.

Flashing Beacon Light \_\_\_\_\_

Line X bed liner \_\_\_\_\_

Power converter \_\_\_\_\_

Government Discount Code "QU286" \_\_\_\_\_

Dealer Set-up Cost \_\_\_\_\_

California Sales Tax (% \_\_\_\_\_)

Licensing \_\_\_\_\_

Registration \_\_\_\_\_

**TOTAL DIRECT PURCHASE PRICE** **\$45,865.64**

Price Quoted: 10 /08 /2021 Dealer:Big Valley Ford \_\_\_\_\_

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

Print Name:Daniel Bennett \_\_\_\_\_

Contact Phone:209-403-2093 \_\_\_\_\_

Delivery of vehicle would be middle of November

Quotation Good Through: 12 / 31 /2021

*(Must be minimum of 45 days to allow processing)*

Contact Travis Bohannon at [tbohannon@rmcsd.com](mailto:tbohannon@rmcsd.com) or call (916)354-3700



Contact: Invoice Date: 10/8/21  
 Purchaser: Rancho Murieta Community Services District Phone: 916-354-3700 Stock#: VIN: TBD  
 Address: 15160 Jackson Rd City: Rancho Murieta State: CA Zip: 95683  
 Quantity: 1 Year: 2022 Make: Ford Model: F250 Miles: TBD PO Number:

**Specifications**

I/We hereby order from you, subject to all terms, conditions and agreements contained herein, and the ADDITIONAL PROVISIONS, attached as Sales Agreement, the following:

Wheel Base: 142" CA: GVW: 0 Type: Exterior Color: White  
 Engine: 6.2L V-8 Interior Color: Gray Vinyl  
 Trans: Auto 6-spd  
 Axle, Front: 4x2  
 Axle, Rear: 3.73  
 Tires: LT245/75R  
 Wheels: 17"  
 Brakes: ABS  
 Steering: Power  
 Fuel Tanks:

**Other Vehicle Information: See Attached**

Government Discount Code QU286  
 Rebates Are Subject To Change

Special Equipment:  
**Scelzi 8' utility body with ladder rack, hitch and trailer plug  
 Flashing Beacon light, 22" Ecco 6 led lightbar, Line-x bed  
 liner, 3000 watt power converter mounted inside the body**

**Remit To:**  
 Legal Name:  
 Address:  
 City:  
 State: Zip:

Purchaser has read all of this Order and the attached Sales Agreement, including the reference to Warranty and NO WARRANTIES OF MERCHANTABILITY OR FITNESS. The Purchaser agrees that all such provisions are part of this Order and that this Order supersedes any prior agreements and is the complete and exclusive agreement on the subject matters covered by this Order. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER'S AUTHORIZED REPRESENTATIVE. IN THE CASE OF A TIME SALE, THE DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL A FINANCE SOURCE APPROVES THIS ORDER AND AGREES TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PURCHASER AND THE DEALER BASED ON THIS ORDER. Purchaser certifies he is of majority age and has received a true copy of this Order and Sales Agreement. All fees subject to change.

<b>Trade-In</b>	<b>Down Payment</b>	<b>Selling Price:</b>	<b>41687.52</b>
Trade Year:	Cash Deposit: 0.00	Doc Fee:	85.00
Trade Make:	Rebates: 0.00	Sales Tax: 7.750%	3237.37
Trade Model:	Cash On Delivery: 0.00	FET:	
Trade ID#:	Trade-In Equity: 0.00	License Reg: (est.):	817.00
Trade Allowance:		Tire Fee: 5	8.75
Less payoff:		Electronic Reg Fee	30.00
		Used Emsn Test Charge-Taxable	0.00
		Used Emsn Cert 4YR>	0.00
		Used Emsn Exempt 3YR<	0.00
		Extended Service Plan:	0.00
		Total Delivered Price:	45865.64
		Rebates & Down	0.00
		Unpaid Balance:	45865.64
		Finance Rate OAC:	
		Payment Factor:	
		# of Months:	
		Payment:	0.00

THIS IS NOT A VALID ORDER UNTIL ACCEPTED BY MANAGEMENT

X \_\_\_\_\_  
 Purchaser

\_\_\_\_\_  
 Salesperson

\_\_\_\_\_  
 Manager

Credit Approved By: \_\_\_\_\_

**Used Vehicle Warranty**  
 The used vehicle described on this order is sold "AS IS - WHERE IS." There are no warranties express or implied, including any implied warranty of merchantability or fitness for a particular purpose and there are no obligations or liabilities on the part of the Seller. Certification is hereby made that we have read the above terms and understand them.

X \_\_\_\_\_

**REQUEST FOR PROPOSAL TO SUPPLY VEHICLE**

**to Rancho Murieta Community Services District**

(Return a complete quote by **October 8, 2021** by 11am to be considered)

**YEAR -2022**

Ford Super Duty F-250 XL 4x2, White, w/8' Utility bed  
Regular cab, 6.2 L engine, Automatic Transmission  
Air Conditioning, Electric Windows and Door Locks  
Vinyl flooring  
California Emissions  
Standard Equipment package  
Trailer hitch  
Pipe rack welded and powder coated white to match truck  
Or equivalent to in stock.

Flashing Beacon Light \_\_\_\_\_

Line X bed liner \_\_\_\_\_

Power converter \_\_\_\_\_

Government Discount Code "QU286" \_\_\_\_\_

Dealer Set-up Cost \_\_\_\_\_

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**TOTAL DIRECT PURCHASE PRICE** **\$45,865.64**

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

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**Specifications**

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 Trans: Auto 6-spd  
 Axle, Front: 4x2  
 Axle, Rear: 3.73  
 Tires: LT245/75R  
 Wheels: 17"  
 Brakes: ABS  
 Steering: Power  
 Fuel Tanks:

**Other Vehicle Information: See Attached**

Government Discount Code QU286  
 Rebates Are Subject To Change

Special Equipment:  
**Scelzi 8' utility body with ladder rack, hitch and trailer plug  
 Flashing Beacon light, 22" Ecco 6 led lightbar, Line-x bed  
 liner, 3000 watt power converter mounted inside the body**

**Remit To:**  
 Legal Name:  
 Address:  
 City:  
 State: Zip:

Purchaser has read all of this Order and the attached Sales Agreement, including the reference to Warranty and NO WARRANTIES OF MERCHANTABILITY OR FITNESS. The Purchaser agrees that all such provisions are part of this Order and that this Order supersedes any prior agreements and is the complete and exclusive agreement on the subject matters covered by this Order. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER'S AUTHORIZED REPRESENTATIVE. IN THE CASE OF A TIME SALE, THE DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL A FINANCE SOURCE APPROVES THIS ORDER AND AGREES TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PURCHASER AND THE DEALER BASED ON THIS ORDER. Purchaser certifies he is of majority age and has received a true copy of this Order and Sales Agreement. All fees subject to change.

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Less payoff:		Electronic Reg Fee	30.00
		Used Emsn Test Charge-Taxable	0.00
		Used Emsn Cert 4YR>	0.00
		Used Emsn Exempt 3YR<	0.00
		Extended Service Plan:	0.00
		Total Delivered Price:	45865.64
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		# of Months:	
		Payment:	0.00

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 Purchaser

\_\_\_\_\_  
 Salesperson

\_\_\_\_\_  
 Manager

Credit Approved By: \_\_\_\_\_

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X \_\_\_\_\_

## MEMORANDUM

Date: November 9, 2021  
To: Board of Directors  
From: Michael Fritschi, Director of Operations  
Subject: Approval of Lake and Wastewater Treatment Lagoon Management Services

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### RECOMMENDED ACTION

Approve the two (2) proposals from SOLitude Lake Management. One proposal for bi-monthly lake monitoring and testing and one proposal for the monthly maintenance services of the District Wastewater Treatment Lagoons, in an amount not to exceed a total of \$61,050 (\$33,750 Lakes + \$27,300 Wastewater Lagoons). Funding is budgeted from Water Source of Supply and Wastewater Transmission & Delivery.

### BACKGROUND

SOLitude was contacted based on their expertise and previous work with Laguna Joaquin. The District does not currently monitor/sample the Lakes for aquatic plants, nutrients, cyanobacteria. It is recommended that the District initially approve this annual contract to ensure that the District raw water supply remain ready and safe for treatment/distribution and that aquatic plant conditions do not proliferate to a point where future removal becomes maintenance intensive and/or expensive.

Many of the wastewater lagoons are overgrown and will require some initial intensive maintenance to bring the lagoons to a more acceptable and useable state for adequate primary treatment.

The District does not currently possess the level of expertise needed to properly maintain the Lakes and should refrain from any future self-application of any herbicides/algicides. The services proposed will become a source of information to the District with respect to lake and wastewater lagoon management and will help staff to better understand the proper preventative maintenance of these important water bodies moving forward.

### SUMMARY

The Improvements Committee met on November 2, 2021, and recommended the contracts move forward to the November Board meeting for approval.

## SERVICES CONTRACT

CUSTOMER NAME: RANCHO MURIETA CSD – Tom Hennig

PROPERTY NAME: RANCHO MURIETA

CONTRACT EFFECTIVE DATE: 11/1/2021 through 10/31/2022

SUBMITTED BY: GARY HOOVER

SPECIFICATIONS: Every other month water monitoring and testing of Lake Chesboro, Lake Calero and Clementia

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 Annual Contract Price is **\$ 33,750.00**. SOLitude shall invoice Customer **\$2,812.50 per Month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment to be made in twelve (12) equal Monthly payments. As a courtesy, the customer will be invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, Customer will be responsible for immediately paying the remaining portion of annual contract work completed to 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. 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 contract price and other fees above. SOLitude 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 SOLitude 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.

**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.



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.

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, per the current Certificate of Liability provided to the Rancho Murieta Community Services District.

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.

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.

**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.



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.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Rancho Murieta CSD

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

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

Name: \_\_\_\_\_

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**

### Description of Work to be performed

1. Company will mobilize crews and equipment to the job site.
2. Company will collect two (2) surface samples and one (1) bottom sample of the following: Total Phosphorus, Total Nitrogen, Chlorophyll a, inorganic anions, Hardness and algae identification.  
Lab Turnaround will be 1-day.
3. Company will measure two (2) surface samples and one (1) sample 15 feet below the surface of the following: Temperature, Dissolved oxygen, Total Dissolved Solids, Conductivity, Salinity Turbidity and pH.
4. Company will submit a water quality report and attach laboratory results to the client.

### Assumptions

1. Client will provide a water vessel and operator for this scope of work.

### 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:

1. Customer will be responsible for the following:
  - 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 Order of Conditions or 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.

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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. Companies 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 MURIETA CSD – Tom Hennig

PROPERTY NAME: RANCHO MURIETA CSD

CONTRACT EFFECTIVE DATE: 10/1/2021 through 09/30/2022

SUBMITTED BY: GARY HOOVER

SPECIFICATIONS: Monthly maintenance services of ponds 1 – 5 and East and West reservoirs at the Jackson Road facility

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 Annual Contract Price is **\$ 27,300.00**. SOLitude shall invoice Customer **\$2,275.00 per Month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment to be made in four (4) equal Quarterly payments. As a courtesy, the customer will be invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, Customer will be responsible for immediately paying the remaining portion of annual contract work completed to 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. 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 contract price and other fees above. SOLitude 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 SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to

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by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

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.

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. Often times 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.

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, per the current Certificate of Liability provided to the Rancho Murieta Community Services District.

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.

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.

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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.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

RANCHO MURIETA CSD

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

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

Name: \_\_\_\_\_

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 – ANNUAL POND MANAGEMENT SERVICES**

### Monitoring:

1. A SOLitude Biologist will visit the site and inspect the pond(s) on a **Monthly** basis Annually.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

### Visual Inspections:

1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
  - Water levels
  - Water clarity or quality
  - Turbidity
  - Beneficial Aquatic Vegetation
  - Nuisance, Invasive, or Exotic Aquatic Vegetation
  - Algae
  - Erosion
  - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
  - Trash and debris

### Pond Aquatic Weed Control:

1. Pond(s) will be inspected on a **Monthly** basis Annually.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

### Shoreline Weed Control:

1. Shoreline areas will be inspected on a Monthly basis Annually.
2. Any growth of cattails, phragmites, or other unwanted terrestrial shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.

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3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

1. Pond(s) will be inspected on a **Monthly** basis Annually.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the client's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Client will be provided with a monthly service report detailing all of the work performed as part of this contract.

General:

1. Contractor 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. Contractor 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 site specific water quality management prescriptions, 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 clients' lakes and ponds as part of an overall integrated pest management program.
4. Contractor 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 contractor's legal regulatory requirements as set forth

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by the EPA and related state agencies for NPDES and FIFRA. Contractor 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. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.
7. Contractor will maintain general liability and workman's compensation insurance.
8. Client understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat their lakes. The client is responsible for notifying the contractor in advance of the contract signing and the start of the contract treatment if they utilize any of the water in their lakes for irrigation purposes. The client 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 client for irrigation without the consent or knowledge of the contractor.
9. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, any time there is an extreme infestation of algae and aquatic weeds, there is a risk of dissolved oxygen drops as a result of large masses of algae and aquatic weeds dying and decomposing simultaneously. 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. Often lakes will experience natural fish kills under these conditions even if no treatment is performed. Every effort, to include the method and timing of application, the choice of products, and the skill and training of the applicators is made to avoid such problems. This risk is especially mitigated by the use of systemic herbicides wherever possible, which results in a very slow steady control of the target weed species. However, the client understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of the contractor that will result in the death of some fish and other aquatic life. The client also understands and accepts that similar risks would remain if the algae or submersed invasive vegetation present in the lake goes uncontrolled, as it will over time interfere with the health and well-being of the existing fish population. The client agrees to hold the contractor harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the contractor, unless there is willful negligence on the part of the contractor.
10. Contractor shall be reimbursed by the client 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 contractor by the client that are not covered specifically by the written specifications of this contract.
11. The term of this agreement is for a period of twelve (12) months, with payment to be made in twelve (12) equal monthly payments due by the last day of each

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month. As a courtesy, the client will be invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The client is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of the contractor to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the client, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

12. Contract will automatically renew annually at the end of the contract period for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price and Additional Enhancements each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.
13. The client agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past due from the due date as specified by the contract and as stated on the relevant invoice presented to the client.
14. The client covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of SÖLititude Lake Management® for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SÖLititude 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 SÖLititude 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.

## MEMORANDUM

Date: November 11, 2021  
To: Board of Directors  
From: Paula O'Keefe, Director of Administration  
Subject: Adopt Resolution Authorizing Receipt and Appropriation of SB170 Funds in the amount of \$1,300,000 and Authorize the District to Enter into an Agreement with the California Department of Water Resources to Administer Funds

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### RECOMMENDED ACTION

Authorize a resolution to amend the FY 2021-22 Budget and appropriate funds in the amount of \$1,300,000; authorize the District to enter into an agreement with the California Department of Water Resources to administer funds.

### BACKGROUND

The State of California approved the Budget Act of 2021, or SB170, which authorized over \$100,000,000 in funding to assist Special Districts and other municipalities. The funding was secured and approved, in part, thanks to the efforts of Assemblyman Kenneth Cooley, who reached out in April 2021 and requested the District provide any funding needs for special projects.

The District provided Assemblyman Cooley with the following projects in order of priority:

- **Tertiary Reclamation Plant:** This project will build a permanent chlorine contact system for the District's Tertiary wastewater recycling facility and would allow the District to supply tertiary recycled water in place of potable or river water use for the benefit of our community, offsetting potable water use. The project estimate was \$750,000, the appropriation is \$750,000.
- **Water Treatment Plant Chlorine to Hypochlorite Conversion:** This project would convert the District's Water Plant's use of chlorine gas for disinfection to using sodium hypochlorite. This conversion is a significant improvement to the safety of the community and staff by removing the use of chlorine gas, which is a very hazardous and heavily regulated substance. The gas is currently hauled through the community for storage and use at the Water Plant and this would eliminate any potential dangers to the community through delivery. The estimated project was \$352,940, the appropriation is \$365,000.
- **Granlees Diversion Intake Site Restrictions:** This project would serve to protect the intake source at the Cosumnes River and restrict public access for safety concerns. The estimated project was \$170,760, the appropriation is \$185,000.

The Budget Act of 2021 was passed in September 2021, the District was notified of its portion of the state funding in the amount of \$1,300,000 to fund the projects submitted in April of 2021. The Department of Finance, in consultation with the California Special Districts Association, developed a plan to distribute the funding provided in the Budget Act.

The California Department of Water Resources (CDWR) was designated as the administrator of the funding and was allowed up to 5% of the funds to be used for administrative costs.

The District has been in contact with the California Department of Water Resources and intends to enter into an agreement to allow the dissemination of funds through the CDWR. The District is currently working directly with CDWR to determine the receipt and reporting of funding.

## **SUMMARY**

District staff recommend the Board amend the FY 2021-22 Budget, approve the acceptance and appropriation of \$1,300,000 in funds from the State of California. Staff also recommend the Board approve the execution of the funding agreement with the California Department of Water Resources and allow the General Manager to sign all agreements and amendments for FY 2021-22.

**RESOLUTION R2021-05**

**A RESOLUTION AUTHORIZING THE DISTRICT TO ENTER INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES TO RECEIVE AND APPROPRIATE FUNDS IN THE AMOUNT OF \$1,300,000 AND AUTHORIZING THE GENERAL MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE DISTRICT**

**WHEREAS**, the legislature of the State of California enacted and the Governor signed into law the 2021-22 Budget Act (Senate Bill 170) to provide \$1.3 million in funding to the District for the following projects

- Water Treatment Plant Chlorine Gas to Bleach Conversion
- Granlees Diversion Intake Site Restrictions
- Tertiary Reclamation Plan-Permanent Chlorine Contact Chamber; and

**WHEREAS**, the 2021-22 Budget Act delegated the responsibility for the administration of the funds, including establishing the necessary procedures for disbursement of the funds, to the California Department of Water Resources ("CDWR"); and

**WHEREAS**, the Department of Water Resources is the Lead Agency for the Project; and

**WHEREAS**, the 2021-22 Budget Act appropriated no more than five percent administrative costs for the CDWR to administer the fund; and

**WHEREAS**, the District agrees the funds should be accepted and administered by the CDWR; and

**WHEREAS**, CDWR requires a resolution from the District authorizing the District to enter into an agreement with the CDWR to receive funds and specify an authorized signatory for the agreement.

**NOW, THEREFORE, THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

1. The District accepts and appropriates SB170 funding in the amount of \$1,300,000.
2. Authorization to enter into an agreement with the State of California Department of Water Resources to receive \$1.3 million in funding and
3. Authorizes General Manager to sign and execute the agreement, and amendments thereto, with the State of California Department of Water Resources.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of November 2021 by the following roll call vote:

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

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Timothy E. Maybee, President of the Board  
Rancho Murieta Community Services District

[SEAL]

Attest:

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Amelia Wilder, District Secretary