



RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 Jackson Road, Rancho Murieta, CA 95683

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

IMPROVEMENTS COMMITTEE

(Directors Randy Jenco and Martin Pohl)

Regular Meeting

November 2, 2021 at 8:00 a.m.

This meeting will be held via ZOOM video conference only. You can join the conference by (1) logging on to <https://us02web.zoom.us/j/83161550968>, entering Meeting ID no. 831 6155 0968, and using the audio on your computer, or (2) dialing into 1-669-900-9128 and entering the meeting code 831 6155 0968. Those wishing to join with audio only can simply call the telephone number above and enter the code. Participants wishing to join the call anonymously have the option of dialing *67 from their phone. Please refer to your telephone service provider for specific instructions. ***PLEASE NOTE – MOBILE DEVICE USERS MAY NEED TO INSTALL AN APP PRIOR TO USE AND MAC AND PC DESKTOP AND LAPTOP USES WILL REQUIRE YOU TO RUN A ZOOM INSTALLER APPLICATION – PLEASE FOLLOW DIRECTIONS AS PROVIDED BY ZOOM. IT IS RECOMMENDED YOU ATTEMPT TO LOGIN AT LEAST 5 MINUTES BEFORE THE START OF THE MEETING.***

AGENDA

1. **Call to Order**
2. **Consider Finding That as a Result of the COVID-19 Emergency: (i) Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees; and (ii) the Meeting is Authorized to be Held by Teleconference Pursuant to Gov. Code, § 54953, subd. (e)(1)(C).**
3. **Comments from the Public**
4. **Monthly Update**
5. **Discuss Two Annual Contracts with SOLitude Lake Management**
6. **Director and Staff Comments/Suggestions [no action]**
7. **Adjournment**

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

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



Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is October 29, 2021. Posting locations are: 1) District Office; 2) Post Office; 3) Rancho Murieta Association; 4) Murieta Village Association.

MEMORANDUM

Date: October 29, 2021
To: Improvements Committee
From: Tom Hennig, General Manager
Subject: Continuation of Holding District Meetings via Teleconference

BACKGROUND:

During the early stages of the COVID-19 pandemic, the Board approved holding District meetings via teleconference. Since that date, all the District Committee meetings and most of the monthly Board meetings have been held using Zoom as a teleconference media. Holding the meetings via teleconference was necessary to address the potential spread of COVID-19. With this action the Communications & Technology Committee finds that it has reconsidered the state of the COVID-19 emergency, that meeting in person continues to present imminent risks to the health or safety of attendees, and the Committee meeting should be held by teleconference as authorized by subdivision (e)(1)(C) of section 54943 of the Government Code

DISCUSSION:

In light of the Governor's declaration that a state of emergency exists due to the incidence and spread of the novel coronavirus, and the pandemic caused by the resulting disease COVID-19, the Committee should consider whether meeting in person would present imminent risks to the health or safety of meeting attendees.

The Centers for Disease Control indicates that COVID-19 is a highly transmissible virus that is spread when an infected person breathes out droplets and very small particles that contain the virus, and such droplets and particles are breathed in by other people.¹ Since June of 2021, a more infectious variant of the virus, known as the Delta Variant, has emerged and now accounts for the vast majority of COVID-19 cases.

Although effective vaccines have been approved by the U.S. Food and Drug Administration for emergency use, vaccination rates are slow and have not yet reached a point to significantly control community transmission. As of October 29, 2021, only 72.9% of Californians who are eligible to be vaccinated are fully vaccinated.²

Those who become infected with COVID-19 are at risk of serious illness and death. As of October 1, 2021, over 743,650 Americans have died from the virus.³ Many more have been hospitalized with serious illness. Currently, in Sacramento County, 198 people are hospitalized with COVID-19.

Conducting meetings by teleconference would directly reduce the risk of transmission among meeting attendees, including members of the public and agency staff, which has the ancillary

¹ www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-covid-spreads.html

² State of California Covid-19 Dashboard <https://covid19.ca.gov/vaccination-progress-data/>

³ Johns Hopkins University Coronavirus Resource Center <https://coronavirus.jhu.edu/>

effect of reducing risk of serious illness and death as well as reducing community spread of the virus.

If the authorization to meet by teleconference is not approved by a majority vote, then the meeting will adjourn after this item and the remaining agenda items will be rescheduled to a future in-person meeting.

RECOMMENDATION:

Consider finding by a majority vote under Gov. Code § 54953(e)(3) that a result of the continuing COVID-19 emergency: (i) the Committee has reconsidered the circumstances of the state of emergency; (ii) renew prior findings that meeting in person would continue to present imminent risks to the health or safety of attendees; and (iii) the authorization for meetings to be held by teleconference pursuant to Gov. Code, § 54953, subd. (e)(1)(C) is renewed.

MEMORANDUM

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

Operations Report Content

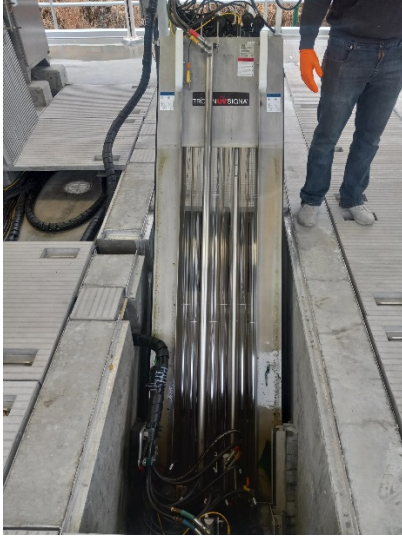
The Operations Report to the Board is in the process of being revised. This is an opportunity for the Board to decide which information is provided and in what format. So far comments for inclusion have been:

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 in the near future.

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.

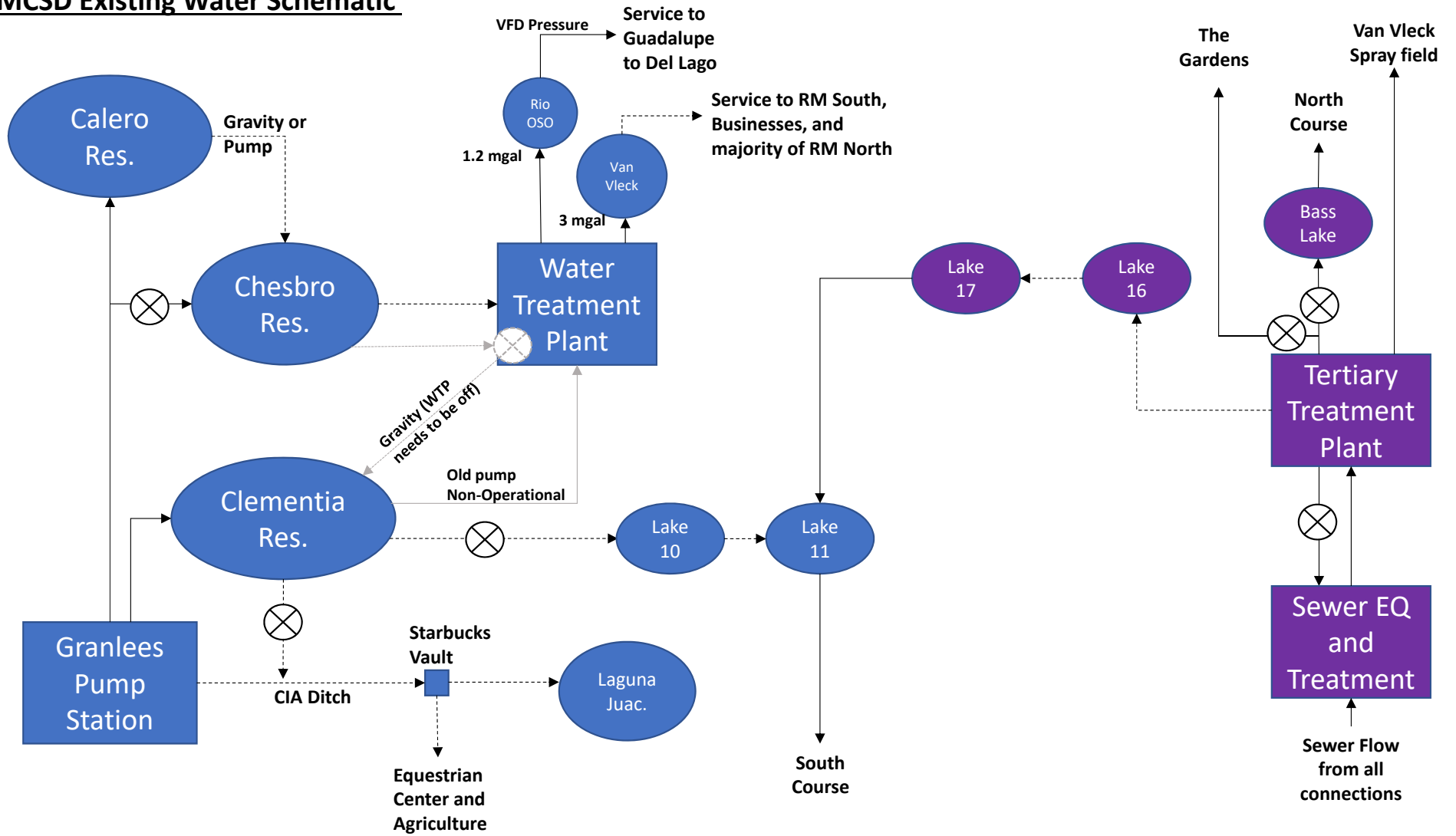
Several SWPPP BMP's failed at Riverview, Murieta Market Place, and Legacy Villas and Suites due to the intensity of the 10-24/10-25 storm. Our field inspector has met and discussed the issues with the various site QSP's. The District also met and shared this information with Sacramento County.

Attached is a report form 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.

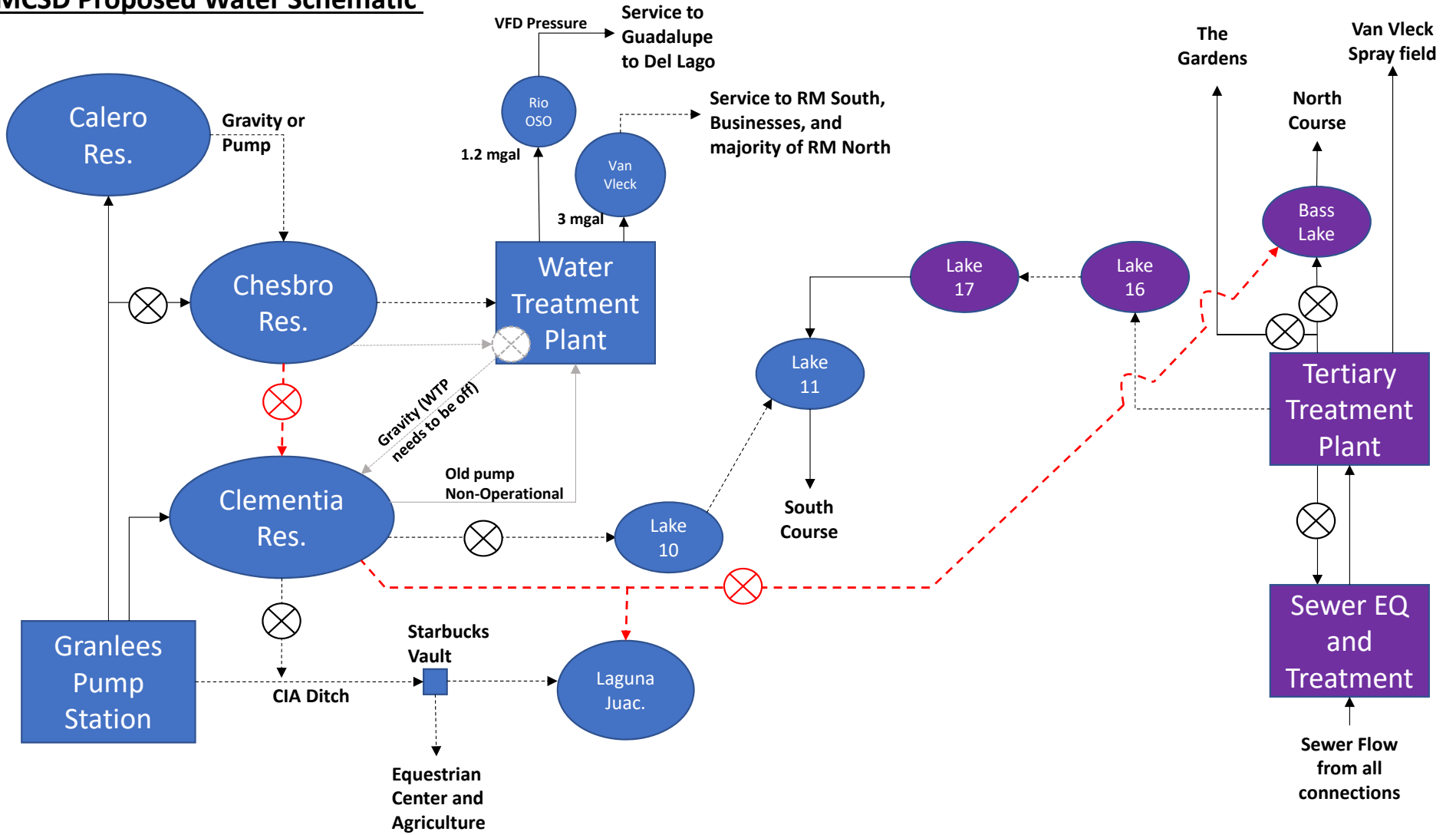


Potential Raw Water Conveyance Projects

RMCS D Existing Water Schematic



RMCS D Proposed Water Schematic



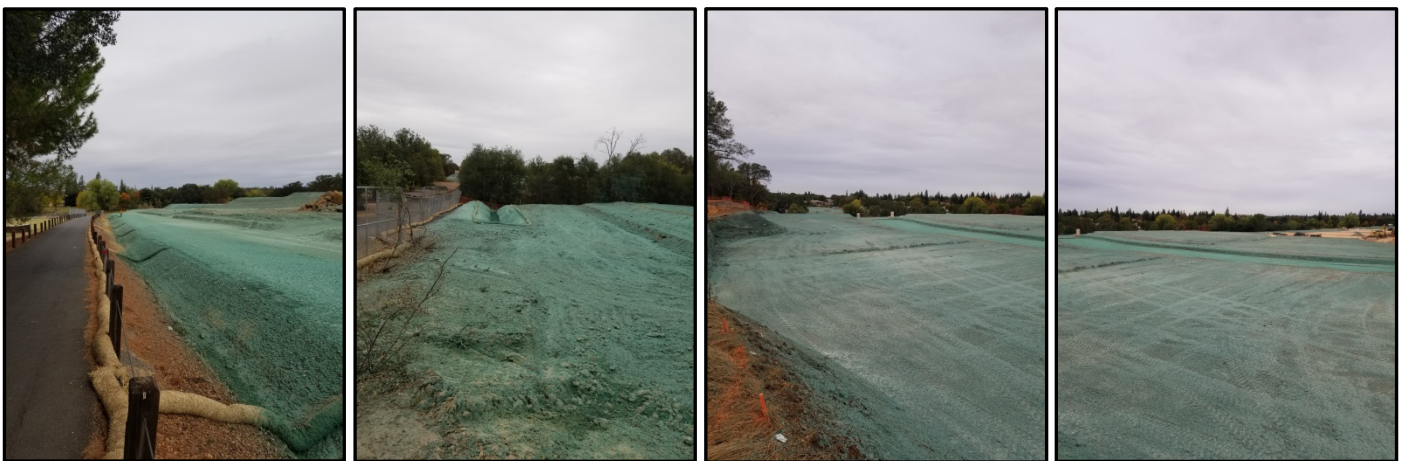
Date October 25, 2021

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 delivered, and small construction equipment has been staged 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

MEMORANDUM

Date: October 29, 2021
To: Improvements Committee
From: Michael Fritschi, Director of Operations
Subject: Approval of Lake and Wastewater Treatment Lagoon Management Services

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 envisioned to come from Water Treatment and Delivery 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

Upon approval from the Improvements Committee, updated information will be provided to the Board in November 2021 for approval by the Board.

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 SÖLitude 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.

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