



**RANCHO MURIETA
COMMUNITY SERVICES DISTRICT**

15160 JACKSON ROAD
RANCHO MURIETA, CA 95683
Phone: 916-354-3700
Web: rmcsd.com

Board of Directors

Stephen Booth, President
John Merchant, Vice President
Linda Butler, Director
Randy Jenco, Director
Tim Maybee, Director

Staff

Mimi Morris, General Manager
Mark Matulich, Director of Finance & Admin.
Eric Houston, Director of Operations
Patrick Enright, District General Counsel
Amelia Wilder, District Secretary

**REGULAR MEETING
of the
BOARD OF DIRECTORS
Wednesday, December 18, 2024
Closed Session 3:30 p.m.
Open Session 5:00 p.m.**

AGENDA

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

2. APPROVAL OF AGENDA *(Motion)*

3. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to litigation pursuant to paragraphs (2) and (3) of subdivision (d) of Government Code section 54956.9 (Two Cases)

4. OPEN SESSION/REPORT BACK FROM CLOSED SESSION

5. PUBLIC COMMENTS

The Public Comments section is for the Board of Directors to receive comments; except for brief questions for clarification, no discussion or action may be taken on any item that is not listed on the agenda.

6. 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. *November 20, 2024 Special Finance Committee Meeting Minutes*
2. *November 20, 2024 Regular Board Meeting Minutes*
3. *December 3, 2024 Improvements Committee Meeting Minutes*
4. *December 5, 2024 Communications and Technology Committee Meeting Minutes*
5. *December 6, 2024 Special Board Meeting Minutes*

B. Bills Paid Listing

C. Continuation of Emergency Repair of Recycled Water Line Leak in Pipe On Yellow Bridge

D. Discontinuation of Emergency Repair of Leak in Pipe from Granlees to Calero Reservoir

7. REVIEW DISTRICT MEETING DATES/TIMES FOR JANUARY 2025 AND DISCUSS 2025 COMMITTEE ASSIGNMENTS

A. Communications & Technologies Committee – January 2, 2025 at 9:00 a.m.

B. Personnel Committee – January 7, 2025 at 7:30 a.m.

C. Improvements Committee – January 7, 2025 at 8:00 a.m.

- D. Finance Committee Meeting – January 9, 2025 – 10:00 a.m.
- E. Regular Board Meeting – January 15, 2025 - Open Session at 5:00 p.m.
- F. Committee Meeting Assignments

8. CORRESPONDENCE

- A. Email from Janis Eckard 11/24/2024

9. STAFF REPORTS (Receive and File)

- A. General Manager Report
- B. Finance and Administration Report
- C. Operations Report

Discussion/Information Items

10. *Discussion Item* RECEIVE AND DISCUSS SOLOS PETITION CALLING FOR A TEMPORARY MORATORIUM ON WATER SERVICE CONNECTIONS (Receive and File; Provide Direction to Staff)

11. *Discussion Item* BOARD REQUEST FOR UPDATE RE: POSSIBLE WATER SUPPLY AUGMENTATION FEE RATE STUDY

12. *Information Item* IT CONTRACTORS EXPENSES FY23-24 vs FY24-25

13. *Discussion Item* WATER 101

14. *Discussion Item* SECURITY UPDATE

15. *Information Item* RECEIVE AND FILE CFD 2014-1 FY24-25 ANNUAL REPORT

16. *Information Item* DOMENICHELLI & ASSOCIATES QUOTE FOR DESIGN OF MURIETA VILLAGE WATER AND SEWER SYSTEM

Action Items

17. *Action Item* APPROVE CONTRACT WITH CASELLE FOR FINANCIAL ACCOUNTING/UTILITY BILLING SOFTWARE

18. *Action Item* ACCEPT SETTLEMENT FROM SACRAMENTO COUNTY ENVIRONMENTAL DEPARTMENT FOR VIOLATIONS

19. *Action Item* BOARD INTRODUCTION AND WAIVE READING OF ORDINANCE O2024-02 ADDING SECTION 10 TO CHAPTER 21 OF THE DISTRICT CODE TO IMPOSE A FEE FOR BARCODE STICKERS FOR THE SECURITY GATES AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

20. *Action Item* REQUEST THE IMPROVEMENTS COMMITTEE SOLICIT QUOTES FOR BATHYMETRIC STUDY OF CLEMENTIA RESERVOIR

21. *Action Item* AUTHORIZE BASIN 5 MAINTENANCE REQUEST

22. *Action Item* REQUEST THE IMPROVEMENTS COMMITTEE CONSIDER COMMUNITY AND PEER REVIEWS OF DRAFT IWMP IN ADDITION TO THE TECHNICAL REVIEW

23. *Action Item* AUTHORIZE REPLACEMENT OF PAYMENT BOX AT RANCHO MURIETA ASSOCIATION (RMA)

24. *Action Item* DISCUSS AND SCHEDULE STRATEGIC PLANNING SESSIONS FOR THE BOARD OF DIRECTORS

25. 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.

26. ADJOURNMENT (Motion)

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

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

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. Posting location is the District Office. The date and time of this posting is December 13, 2024 at 1:00 p.m.

MEMORANDUM

Date: December 10, 2024
To: Board of Directors
From: Finance Committee Staff
Subject: November 20, 2024 Special Finance Committee Meeting Minutes

1. CALL TO ORDER

Director Pohll called the meeting to order at 10:00 a.m. Present were Director Pohll and Director Booth. Present from District staff were Mimi Morris, General Manager; Mark Matulich, Director of Finance and Administration; Eric Houston, Director of Operations; and Amelia Wilder, District Secretary.

2. FINANCE REPORTS

- **Budget to Actual – through 10/31/2024**

Mr. Matulich reviewed the Financial Report.

3. STATE OF ACCOUNTING (FISCAL YEARS 21-22, 22-23, and 23-24)

Mark Matulich spoke extensively about the District's historic, underlying accounting deficiencies that contribute to the slow progress on the overdue audits. He shared that the audits do require effort, but the more complex and time-consuming effort is rebuilding financial records that were not accounted for properly in the prior fiscal years.

He also described the other current year obligations that have required extensive time and effort such as the spring budget preparation work, a complete and full evaluation of all the transactions that come through the organization and the establishment of proper accounting procedures for those, and a top to bottom review and revamp of how the billing is done to correct billing issues. These efforts ensure correct accounting for all current and future transactions and establish a strong foundation for the District.

Mr. Matulich shared that the 21-22 audit begins on December 16th and acknowledged that it is later than originally planned, but that the work done to clean up the 21-22 accounting and to ensure that the current accounting work is being done properly were necessary delays to ensure future accounting integrity.

4. FULL-SERVICE ACCOUNTING SOFTWARE PACKAGE

Mr. Matulich described the long-standing plan to transition the District to a comprehensive, fully integrated financial and billing software system and indicated that he and General Manager Morris had been evaluating a few packages and were ready to move forward with one. The Committee agreed with the need for this new software and recommended this item be moved to the Board for consideration.

This item will be on the December 18, 2024 Board Meeting Agenda.

5. AMENDED SECURITY BUDGET/ORDINANCE

Mr. Matulich explained the original mid-90's pricing of the Barcode Sticker Fees and the need to raise those fees to

help cover gate-related costs. He proposed an increase to the initial purchase price of the BarCode Stickers, an annual renewal fee, and an optional “Fast-Pass” Barcode sticker for vetted vendors. Mr. Matulich also presented an amended Security Budget that would allow the District to have 24-7 coverage of both gates and patrol. The Committee approved this item, which requires an Ordinance, to be heard by the Board. ***This item will be on the November 20, 2024 Board Meeting Agenda.***

Director Booth asked that we modify the Sergeant job description to allow for the flexibility of this position to allow for either an administrative or patrol assignment.

This item will be on the January 7, 2025 Personnel Committee Meeting Agenda.

6. MURIETA VILLAGE REIMBURSEMENT FOR DAMAGES

Director of Operations Eric Houston presented the reimbursement requests received from three residents of the Murieta Village pursuant to the policy (Policy P2024-02) approved last month for District reimbursement for damages specifically related to District-owned water and sewer pipe failures in the Village . The Directors recommended using District staff or a District-retained contractor to take care of future, interim repairs. The Committee approved this item to be heard by the Board.

This item will be on the November 20, 2024 Board Meeting Agenda.

7. SB 1383 (ORGANIC WASTE COLLECTION) WAIVER

Ms. Morris shared that the District received a waiver from the SB 1383 requirements to separate organic material from the regular waste stream. This waiver, which is for four years, means that residents can now include organic material with their regular trash. Staff are working with Cal Waste to incorporate this waiver into their contracted operations and pricing.

The waiver starts December 1st, but the changes in pricing and collection will take longer to finalize.

8. PUBLIC COMMENT

None.

9. DIRECTOR COMMENTS

None.

10. ADJOURNMENT

The meeting was adjourned at 12:20 p.m.



RANCHO MURIETA COMMUNITY SERVICES DISTRICT REGULAR BOARD MEETING MINUTES

November 20, 2024

Closed Session 3:30 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 3:30 p.m. in the District meeting room, 15160 Jackson Road, Rancho Murieta. Directors present at the District office were Stephen Booth, Linda Butler, Randy Jenco, Tim Maybee, and Martin Pohll. Also present at the District office were Mimi Morris, General Manager, Mark Matulich, Director of Finance and Operations; Eric Houston, Director of Operations; Patrick Enright, District General Counsel; and Amelia Wilder, District Secretary.

2. ADOPT AGENDA

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

3. VOTE TO APPROVE UPDATED CSDA BYLAWS

Motion/Maybee to approve the updated CSDA Bylaws. Second/Butler. Roll Call Vote: Ayes: Booth, Butler, Jenco, Pohll, Maybee. Noes: None. Absent: None. Abstain: None.

4. BOARD ADJOURNED TO CLOSED SESSION TO DISCUSS THE FOLLOWING ITEMS:

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to litigation pursuant to Government Code section 54956.9(d)(2) and (e)(1) (one case)

i. CLAIM OF GEORGE ARSENITH V. RANCHO MURIETA COMMUNITY SERVICES DISTRICT

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION OF GENERAL MANAGER (GOV. CODE SECTION 54957)

5. OPEN SESSION/REPORT BACK FROM CLOSED SESSION

Mr. Enright reported on 4A that the Board rejected the Claim from George Arsenith. There was no reportable action on 4B.

6. CONSIDER INCREASING PAY OF THE GENERAL MANAGER

Motion/Jenco to approve a 4.5% pay raise for GM Morris retroactive to January 1, 2024. Second/Pohll. Board comments included opposition from Directors Booth and Butler and support from Pohll, Maybee and Jenco. Three members of the public spoke. One was critical of Ms. Morris' lack of progress on the audits and two were supportive of the direction and progress resulting from the General Manager's efforts. **Roll Call Vote: Ayes: Jenco, Pohll, Maybee. Noes: Booth, Butler. Absent: None. Abstain: None.**

7. CONSENT CALENDAR

Director Booth commented that the Finance Committee met earlier in the day and recommended that Mr. Houston set up a service contract for emergency repairs on leaks in the Murieta Village that Staff is not able to complete. This will give the District control to see that necessary repairs are done to our

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

8. REVIEW DISTRICT MEETING DATES/TIMES FOR DECEMBER 2024

No changes.

9. CORRESPONDENCE

Director Maybee acknowledged the correspondence in the packet and noted that the correspondence that was received concerning the GM raise will be added to the website.

10. COMMENTS FROM THE PUBLIC

None.

11. STAFF REPORTS

Complete Staff Reports can be found in the November 20, 2024 Regular board Meeting Packet on the District's website or by clicking [here](#).

Under Agenda Item 11A, Ms. Morris reviewed her report, highlighting the following topics:

- State of the District/SWOT Analysis/Draft Strategic Plan
- Developing District Staff
- Operations
- Ensuring Water Quality and Access
- Keeping the Entire Rancho Murieta Community Safe
- Strengthening Financial Position
- Accounting System Cleanup and Audits
- Organic Waste
- Development
- Communications

Under Agenda Item 11B, Mr. Matulich gave a summary of the Finance and Administration update, including:

- Financial Results Q1 – FY 24-25 through October 31, 2024
 - (a) Results from Operations
- State of Accounting
 1. FY21-22 Audit is scheduled to begin December 16, 2024
 2. Accounting software package
- Barcode Fee Changes Proposed
- Amended Security Budget
- Cash and Investments
- Budget to Actual Report
- Organic Waste Waiver Savings

There was a discussion about increasing the Water Supply Augmentation Fee, which is charged on new development and President Maybee asked staff to report back on a study to determine the need for any increases to that fee..

Under Agenda Item 11C, Mr. Houston gave a summary of the Utility update, including:

- Water Treatment Facility
- Water Consumption
- Raw Water Storage & Delivery

Jim Ferrell and Mike Martel commented on the availability of water during a drought.

12. TECHNICAL REVIEW OF CONSULTANTS OF DRAFT INTEGRATED WATER MASTER PLAN

Mr. Houston reviewed the list of firms who the District has contacted asking for a proposal to prepare the technical review of the Integrated Water Master Plan, stating that he is awaiting quotes. The company chosen will have access to the questions asked by the community.

13. UPDATE ON THE PROCESS TO PERMIT CLEMENTIA RESERVOIR FOR POTABLE USE

Mr. Houston reviewed the process of permitting Clementia for potable use. There was a discussion about options for water sources, including using Clementia for irrigation.

14. APPROVE REQUEST FOR ANALYSIS FROM SACRAMENTO COUNTY WATER AGENCY (SCWA) TO DETERMINE VIABILITY OF CONNECTING RANCHO MURIETA TO SCWA WATER

Ms. Morris shared that the Improvements Committee had reviewed a request from a developer for a Sacramento County Water Agency (SCWA) analysis to determine the viability of connecting Rancho Murieta to SCWA. A discussion followed. **Motion/Maybee** to approve the request for analysis from SCWA to determine viability of connecting Rancho Murieta to SCWA water and take \$30,000 from the Water Supply Augmentation fund to cover the cost of this analysis. **Second/Jenco. Roll Call Vote: Ayes: Booth, Butler, Jenco, Pohll, Maybee. Noes: None. Absent: None. Abstain: None.**

15. APPROVE RESOLUTION R2024-13 AUTHORIZING FEDERAL WATERSMART GRANT OPPORTUNITY FOR WATER AND ENERGY EFFICIENCY

Ms. Morris updated the Board on the availability of a WaterSMART grant and a grant application request prepared by staff and considered by the Improvements Committee in the amount of \$1,927,160. If awarded, these monies require an equivalent match from the District. The District's application includes improvements to Supervisory Control and Data Acquisition (SCADA) software, renewable energy canopies and energy efficiency measures [Variable Frequency Drives (VFDs)], and a water meter upgrade with leak detection capability and Advanced Metering Infrastructure (AMI). **Motion/Jenco** to approve the application of WaterSMART grant funds and adopt Resolution R2024-13, revising Paragraph #3 to read, "The General Manager of RMCSD is hereby authorized to apply for grant funding from Reclamation's WaterSMART Program." and deleting Paragraph #4. **Second/Pohll. Roll Call Vote: Ayes: Booth, Jenco, Pohll, Maybee. Noes: Butler. Absent: None. Abstain: None.**

17. APPROVE CHANGES IN SECURITY BUDGET (taken out of order)

Mr. Matulich discussed the proposed changes to the Bar Code Fees and the amended Security Budget, explaining that these changes would allow 24/7 Security Patrol coverage. This will begin the process of adopting Ordinance O2024-02, which will have a first reading at the Regular Board meeting in December.

Motion/Booth to approve the amended Security Budget and move forward with the legal process of adopting Ordinance O2024-02. **Second/Jenco. Roll Call Vote: Ayes: Booth, Jenco, Pohll, Maybee. Noes: None. Absent: None. Abstain: Butler.**

16. ADOPT RESOLUTION R2024-14, IN HONOR OF MARTIN POHLL, DIRECTOR, RANCHO MURIETA COMMUNITY SERVICES DISTRICT

Motion/Booth to approve Resolution R2024-14 in honor of Martin Pohll, Director, Rancho Murieta Community Services District. **Second/Jenco. Roll Call Vote: Ayes: Booth, Butler, Jenco, Maybee. Noes: None. Absent: None. Abstain: None. Recuse: Pohll.**

18. DIRECTOR COMMENTS

The members of the Board kindly thanked Director Pohll for his diligent service and contributions to the District during his tenure.

Director Maybee thanked RMA Staff for their street cleaning efforts prior to storms, and CSD Staff for their contributions.

19. ADJOURNMENT

Motion/Maybee to adjourn at 8:37 p.m. **Second/Booth. Roll Call Vote: Ayes: Booth, Butler, Jenco, Maybee, Pohll. Noes: None. Absent: None. Abstain: None.**

Respectfully submitted,

Amelia Wilder
District Secretary

MEMORANDUM

Date: December 4, 2024
To: Board of Directors
From: Improvements Committee Staff
Subject: December 3, 2024 Improvements Committee Meeting Minutes

1. CALL TO ORDER

Director Jenco called the meeting to order at 8:00 a.m. Present was Director Jenco. Present from District staff were Mimi Morris, General Manager; Eric Houston, Director of Operations, and Amelia Wilder, District Secretary.

2. IMPROVEMENTS STAFF REPORT

The following topics were discussed:

A. Sacramento County *Environmental Department Notice of Violation*

Mr. Houston discussed the correspondence received from Sacramento County Environmental Management Department and the fees that could possibly be levied against the District for failure to report and comply with standards. All violations have been remedied. Staff will meet with the County to determine what fines are due.

B. Sacramento County Water Agency (SCWA) Analysis to Determine Viability of Connecting Rancho Murieta to SCWA Water

Mr. Houston informed the Committee that he had been in preliminary discussions with the County to determine if the District is a candidate for an extension of their distribution lines. This item will need to go to their Board before the discussion continues. John Merchant asked what we would be receiving for the \$30,000 that this study would cost the District.

C. Implementation of Computerized Maintenance Management System (CMMS)

Mr. Houston discussed the District's desire to have a CMMS added to the existing GIS system to accurately track repairs, and maintenance to the system.

D. Draft Integrated Water Master Plan Technical Review

Mr. Houston reviewed a list of entities that have done these reviews for other Districts. He is waiting to receive quotes for the work.

E. Murieta Village Water/Sewer Connection Line Preliminary Design

Mr. Houston informed the Committee that Domenichelli & Associates will survey the area on December 9, 2024 and return with a preliminary design cost estimate for the work that they will do to design the Water/Sewer Connections for Murieta Village. He and Ms. Morris will meet with Village residents to review the changes.

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

Mr. Houston informed the Committee that work is completed on the project.

G. Wastewater Treatment Plant Sodium Hypochlorite Conversion

Mr. Houston informed the Committee that work will be starting shortly with TNT Industrial Contractors, and Staff will meet with the Contractor on December 9, 2024. This work is anticipated to be completed by May 2025.

H. Water Treatment Plant #2 Filter Bed Rehab

Mr. Houston informed the Committee that the work will be starting shortly with TNT Industrial Contractors, and Staff will meet with the Contractor on December 9, 2024.

I. Lift Station 6B Rehab

Mr. Houston stated that the panel is being tested, and he anticipates the work being completed December 4, 2025.

J. Basin 5 Maintenance Request

Mr. Houston shared two quotes from Solitude Lake Management, one to harvest the vegetation in the basin and the second to replace the fountain. There was a discussion with the Board and residents. The Committee recommended pursuing the contract for vegetation harvesting. ***This item will be on the December 18, 2024 Board Agenda for discussion.***

5. COMMENTS FROM THE PUBLIC

None.

6. DIRECTOR AND STAFF COMMENTS

None.

7. ADJOURNMENT

The meeting was adjourned at 8:54 a.m.

MEMORANDUM

Date: December 9, 2024
To: Board of Directors
From: Communication & Technology Committee Staff
Subject: December 5, 2024, Communication & Technology Committee Meeting Minutes

1. CALL TO ORDER

Director Booth called the meeting to order at 9:01 a.m. Present were Director Booth and Director Butler. Present from District staff were Mimi Morris, General Manager, and Amelia Wilder, District Secretary.

2. UPDATE ON WEBSITE AND SOCIAL MEDIA

Ms. Wilder gave an update on website and Facebook statistics.

3. COMMENTS FROM THE PUBLIC

John Merchant urged the District to fix the payment box at the RMA. He also talked about the importance of first impressions and recommended a revitalization of the CSD landscaping. He also recommended Green Waste pickup occur weekly between October 1 and December 31 each year despite the changes to the Organic Waste program due to excessive leaves and pruning materials during that time..

4. DIRECTOR AND STAFF COMMENTS

Director Booth commented on confusion among the public regarding organic waste that he determined were largely related to CalWaste customer service staff not yet being informed regarding the waiver.

He also commented on adding an article to the Pipeline discussing Security Staffing.

He would like to have the payment box replaced at the RMA.

Director Butler asked that two items be on the Communications and Technology Committee Agenda every month:

1. Strategic Communications Plan, including the Pipeline
2. Communications with the Community

Director Booth recommended that we restore meetings with RMA and the Country Club. He would also like to have a monthly report in the Pipeline from Operations, Finance and IT. Additionally, he asked for a breakdown of how much CSD has paid for IT vendors in FY23-24 and YTD FY24-25

5. Adjournment

The meeting was adjourned at 9:59 a.m.



**RANCHO MURIETA COMMUNITY SERVICES DISTRICT
SPECIAL BOARD MEETING MINUTES**

December 6, 2024
Open Session 1:00 p.m.

*DISTRICT SECRETARY ADMINISTERED THE OATH OF OFFICE TO
STEPHEN BOOTH AND JOHN MERCHANT*

1. CALL TO ORDER/ROLL CALL

Director Booth called the Special Board Meeting of the Board of Directors of Rancho Murieta Community Services District to order at 1:00 p.m. in the District meeting room, 15160 Jackson Road, Rancho Murieta. Directors present at the District office were Stephen Booth, Linda Butler and John Merchant. Directors Maybee and Jenco were absent. Also present at the District office were Mimi Morris, General Manager; Patrick Enright, District General Counsel; and Amelia Wilder, District Secretary.

2. CONSIDER ADOPTION OF AGENDA

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

3. BOARD RECEIPT OF COUNTY CERTIFICATE OF ELECTION APPOINTING DIRECTORS BOOTH AND MERCHANT

Received.

4. ELECTION OF BOARD OFFICERS

Director Merchant nominated Director Booth for the office of President. Director Butler seconded the nomination. Mr. Enright asked that the motion state, "the President serves at the will of the Board and can be changed at any time, and the Board desires to change the President of the Board at this meeting, and not wait until the regularly scheduled meeting in December. This change will take effect immediately." Director Merchant moved, Butler second. All in favor, motion passed.

Director Butler nominated Director Merchant for the office of Vice President, with the same caveats as discussed with the President, Booth second. All in favor, motion passed.

5. PRESENTATION OF LONGEVITY AWARDS

Ms. Morris presented longevity awards to Karen Hessler for 20 years of service, and Travis Bohannon for 15 years of service to the District.

6. PUBLIC COMMENTS

None.

7. NOMINATION FOR GOLDEN STATE RISK MANAGEMENT AUTHORITY (GSRMA) MEMBER REPRESENTATIVE

Ms. Morris informed the Board that they may nominate someone to run for the GSRMA Board. The Board chose not to nominate anyone.

8. COMMITTEE FORMATION AND ASSIGNMENTS

President Booth announced the following Committee Assignments:

- Personnel Booth and Butler
- Communications Booth and Butler
- Improvements Jenco and Merchant
- Finance Booth and Merchant
- Security Butler and Maybee
- Parks Maybee
- RWA Houston and Merchant as the Alternate

Additionally, he formed an Ad Hoc Committee, which he and Director Merchant will sit on, responsible for overseeing:

- The Completion of Audits
- Peer Review of the IWMP
- Location of Potable Water Sources for the Community
- Preparation for the Districts transition to an Urban Water District
- Security
- Water Code 350

Motion/Butler to form the Ad Hoc Committee. Second/Merchant. All in favor, motion passed. This will be a six-month long committee.

Tom Shewchuk commented that he would like to have an Ad Hoc Committee that includes all entities in Rancho Murieta. Director Booth stated that the meetings with the GM, and Board President for RMA, CSD and the Country Club will start again. Bill Gere commented that he would like to invite members of Sacramento County Planning Department, and Water Board to the Ad Hoc Committee. Director Merchant added that meetings were held in 2016 that were chaired by the County.

9. DIRECTOR COMMENTS/SUGGESTIONS

Director Merchant discussed a series of meetings held in 2005 which informed the Community about what CSD does.

10. ADJOURNMENT

Director Booth adjourned the meeting at 1:38 p.m.

Respectfully submitted,

Amelia Wilder
District Secretary

MEMORANDUM

DATE: December 18, 2024
TO: Board of Directors
FROM: Mark Matulich, Director of Finance and Administration
SUBJECT: Receive and File Vendor Check Register Report

Attached is a list of checks issued from Banner Bank numbered 001726 through 001767 between November 1, 2024 and November 30, 2024. Invoices were presented by departments, reviewed by administration staff and subsequent checks were issued. All checks were in conformity with the District's policies and procedures. Monies were available to pay the amounts listed.

Forty-two checks totaling \$632,671.04 were issued between November 1, 2024 and November 30, 2024.

The Board is asked to receive and file this information.

ATTACHMENT

Vendor Check Register Report from November 1, 2024 and November 30, 2024.

Ranges: From: To: From: To:
 Check Number First Last Check Date 11/1/2024 11/30/2024
 Vendor ID First Last Checkbook ID BANNER BANNER
 Vendor Name First Last

Sorted By: Check Date

* Voided Checks

Check Number	Check Date	Vendor	Checkbook ID	Amount
001726	11/7/2024	Applications By Design, Inc.	BANNER	\$1,260.00
001727	11/7/2024	California Laboratory Services	BANNER	\$6,108.00
001728	11/7/2024	California Waste Recovery Systems	BANNER	\$121,294.92
001729	11/7/2024	FIDELITY NATIONAL TITLE	BANNER	\$847.78
001730	11/7/2024	FIRST AMERICAN TITLE CO	BANNER	\$858.81
001731	11/7/2024	Greenfield Communications	BANNER	\$329.00
001732	11/7/2024	Nicolay Consulting Group	BANNER	\$3,500.00
001733	11/7/2024	Prodigy Electric & Controls Inc.	BANNER	\$24,148.39
001734	11/7/2024	Rancho Murieta Association	BANNER	\$500.13
001735	11/7/2024	Sierra Office Supplies	BANNER	\$1,198.18
001736	11/7/2024	Solitude Lake Management LLC	BANNER	\$2,366.00
001737	11/7/2024	Stewart Title Company	BANNER	\$150.00
001738	11/7/2024	Streamline	BANNER	\$375.00
001739	11/7/2024	TESLA INC	BANNER	\$11,068.66
001740	11/14/2024	ABS Direct	BANNER	\$3,239.70
001741	11/14/2024	Caltronics	BANNER	\$184.58
001742	11/14/2024	Condor Earth Technologies	BANNER	\$4,860.75
001743	11/14/2024	County of Sacramento	BANNER	\$12,399.86
001744	11/14/2024	Ferguson Waterworks , Inc 1423	BANNER	\$1,645.06
001745	11/14/2024	Hastie's Capitol Sand and Gravel Co.	BANNER	\$937.83
001746	11/14/2024	Holt of California	BANNER	\$1,971.27
001747	11/14/2024	NMI Industrial Holdings, Inc.	BANNER	\$307,135.00
001748	11/14/2024	Prodigy Electric & Controls Inc.	BANNER	\$20,260.89
001749	11/14/2024	State Water Resources Control Board	BANNER	\$80.00
001750	11/14/2024	Teichert Aggregates	BANNER	\$553.28
001751	11/14/2024	USA Blue Book	BANNER	\$1,052.00
001752	11/14/2024	Vestis	BANNER	\$555.85
001753	11/14/2024	Wagner & Bonsignore Consulting Civil Engine	BANNER	\$2,703.75
001754	11/21/2024	Borges & Mahoney	BANNER	\$121.78
001755	11/21/2024	Chemtrade Chemicals US LLC	BANNER	\$3,549.66
001756	11/21/2024	Concentra DBA Occupational Health Centers o	BANNER	\$239.00
001757	11/21/2024	Condor Earth Technologies	BANNER	\$1,425.75
001758	11/21/2024	County of Sacramento	BANNER	\$35,423.60
001759	11/21/2024	County of Sacramento	BANNER	\$12,003.44
001760	11/21/2024	Dewberry Engineers Inc.	BANNER	\$26,317.50
001761	11/21/2024	NTU Technologies, Inc.	BANNER	\$4,286.40
001762	11/21/2024	Prodigy Electric & Controls Inc.	BANNER	\$9,244.30
001763	11/21/2024	State of California	BANNER	\$64.00
001764	11/21/2024	Vestis	BANNER	\$256.72
001765	11/21/2024	W.W. Grainger Inc.	BANNER	\$1,098.96
001766	11/21/2024	Univar USA Inc.	BANNER	\$6,299.99
001767	11/21/2024	River City Rentals	BANNER	\$755.25

Total Checks: 42 Total Amount of Checks: \$632,671.04

MEMORANDUM

Date: December 18, 2024
To: Board of Director's
From: Eric Houston Director of Operations
Subject: Emergency Repair: Raw Water Conveyance Pipe from Granlees to Calero Reservoir

BACKGROUND

On 8/26/2024, TNT started the repair work on the raw water line. As of 9/5/2024, TNT has removed the section of pipe that is broken and are currently working on fabricating the section of pipe that will be inserted for the repair. The repair is estimated to be completed and tested by 9/16/2024. On 9/25/24, the repair was pressure tested and there were 2 pinhole leaks in the weld. The repair was being fixed on 10/1/24 and will then be slurried and mortared. Once that is done, the pipe will be covered, and work completed. The broken pipe has been repaired and tested. It is currently being backfilled and is ready for operation. Final cleanup and removal of old piping was completed on 10/29/2024. Billing has been received and is a part of the Board packet.

PROPOSAL

Staff proposes that the Board complete and close the Emergency Repair at the Raw Water Conveyance Pipe from Granlees to Calero Reservoir

Total Cost of Repairs:

TNT: \$254,573.09

DATE OF REPORT: 10/21/24

FIELD INSTRUCTION NUMBER

N/A

WORK PERFORMED BY: TNT Industrial Contractors Inc

PC NUMBER

PROJECT NO :

DESCRIPTION OF WORK: Raw Water Main Leak Repair - RMCS

REPORT SUMMARY NUMBER

CONTRACTOR JOB NO

CONTRACTOR REPORT NO

6516

1

REPORT #	DESCRIPTION	DATE OF WORK	AMOUNT	TOTAL AMOUNT TO DATE	\$	254,573.09
1	Mob&demob equipment, excavate around manhole, remove lid and cone, break flange loose flange bolts and remove blind flange.	7/15/2024	\$ 4,167.34			
2	Raw Water Main Leak Repairs 07/29 - Mobilize equipment, drain water, cut and remove oak tree, break and remove concrete, excavate and expose pipe	7/29/2024	\$ 6,259.97			
3	Raw Water Main Leak Repairs 07/30 - Continue site dewatering, pick up and set T posts and snow fence. Remove oak, excavate east side of ditch	7/30/2024	\$ 5,109.69			
4	Raw Water Main Leak Repairs 07/31 - Continue site dewatering, excavate and expose pipe, bench the bank at east side of pipe and set up safety fence	7/31/2024	\$ 4,767.34			
5	Raw Water Main Leak Repairs 08/01 - Finish exposing and excavating around pipe, move soils pile, order shoring boxes	8/1/2024	\$ 3,952.36			
6	Raw Water Main Leak Repairs 08/02 - fuel equipment, set shoring, pick up materials and 4" pneumatic plug	8/2/2024	\$ 2,165.28			
7	Raw Water Main Leak Repairs 08/05 - Dewater site, pull shoring, set box. Set remainder of shors and safety fencing	8/5/2024	\$ 5,434.09			
8	Raw Water Main Leak Repairs 08/23 - Onsite coordination of equipment	8/23/2024	\$ 280.15			
9	Raw Water Main Leak Repairs 08/26 - Delivery of equipment, excavation of pipe supports	8/26/2024	\$ 5,065.39			
10	Raw Water Main Leak Repairs 08/27 - Excavation for pipe support	8/27/2024	\$ 5,491.03			
11	Raw Water Main Leak Repairs 08/28 - Forming of pipe supports, dropping off vac trailer	8/28/2024	\$ 7,778.26			
12	Raw Water Main Leak Repairs 08/29 - Set forms for pipe supports, tie rebar, place concrete	8/29/2024	\$ 24,545.26			
13	Raw Water Main Leak Repairs 09/03 - Vacuuming under water line break to prep for tie-in	9/3/2024	\$ 2,914.57			
11	Raw Water Main Leak Repairs 09/04 - Continue vac and excavation under pipe repair	9/4/2024	\$ 4,723.83			
15	Raw Water Main Leak Repairs 09/05 - Cut and remove old pipe	9/5/2024	\$ 4,142.75			
16	Raw Water Main Leak Repairs 09/11 - Continue demo and replacement of 36" pipe	9/11/2024	\$ 42,865.57			
17	Raw Water Main Leak Repairs 09/17 - Grouting inside of welded pipe	9/17/2024	\$ 3,309.60			
18	Raw Water Main Leak Repairs 09/18 - Continue grouting inside of pipe	9/18/2024	\$ 3,996.45			
19	Raw Water Main Leak Repairs 09/23 - Remove and replace 33" pipe damaged section and replace with 36" ductile for repair	9/23/2024	\$ 6,298.04			
20	Raw Water Main Leak Repairs 09/23 - Remove and replace 33" pipe damaged section and replace with 36" ductile for repair	9/24/2024	\$ 3,556.49			
21	Raw Water Main Leak Repairs 09/23 - Remove and replace 33" pipe damaged section and replace with 36" ductile for repair	9/25/2024	\$ 2,402.85			
22	Raw Water Main Leak Repairs 09/23 - Remove and replace 33" pipe damaged section and replace with 36" ductile for repair	9/26/2024	\$ 2,402.85			
23	Raw Water Main Leak Repairs 10/01 - Gel coat around piping and grouting	10/1/2024	\$ 28,749.28			
24	Raw Water Main Leak Repairs 10/02 - Form and place slurry around pipe repair and grout	10/2/2024	\$ 4,073.33			
25	Raw Water Main Leak Repairs 10/04 - Backfill around pipe repair with AB	10/4/2024	\$ 5,084.83			
26	Raw Water Main Leak Repairs 10/07 - Backfill, place, compact AB 6-8" lifts	10/7/2024	\$ 3,717.73			
27	Raw Water Main Leak Repairs 10/08 - Remove shoring, backfill, compact AB 6-8" lifts	10/8/2024	\$ 11,687.69			
28	Raw Water Main Leak Repairs 10/09 - Backfill and compact 6-8" lifts of soil, load out shoring	10/9/2024	\$ 4,994.23			
29	Raw Water Main Leak Repairs 10/10 - Backfill place, compact soil, prep for rip rap install	10/10/2024	\$ 4,810.80			
30	Raw Water Main Leak Repairs 10/11 - Backfill and compact soil, shape drainage ditch, place rip rap, site work, cleanup	10/11/2024	\$ 15,877.10			
31	Raw Water Main Leak Repairs 10/14 - Place 6 to 12" cobble rock	10/14/2024	\$ 11,061.56			
32	Raw Water Main Leak Repairs 10/25 - Pour concrete between cobble rock and collar, dirt grading	10/25/2024	\$ 8,488.82			
33	Raw Water Main Leak Repairs 10/28 - Dirt grading and off haul AB	10/28/2024	\$ 1,770.07			
34	Raw Water Main Leak Repairs 10/29 - Offloading concrete scraps and broken pipe	10/29/2024	\$ 2,628.52			

Rancho Murieta Community Services District
January
Board/Committee Meeting Schedule

January 2, 2025

Communications 9:00 a.m.

January 7, 2025

Personnel 7:30 a.m.
Improvements 8:00 a.m.

January 9, 2025

Finance 10:00 a.m.

January 15, 2025

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



All meetings will be held in person at the District Office: 15160 Jackson Rd.

RANCHO MURIETA COMMUNITY SERVICES DISTRICT 2025 OFFICE/COMMITTEE ASSIGNMENTS

OFFICE / COMMITTEE	COMMITTEE ASSIGNMENTS
President	Stephen Booth
Vice President	John Merchant
Communication & Technology Committee	Stephen Booth Linda Butler
Finance Committee	Stephen Booth John Merchant
Improvements Committee	Randy Jenco John Merchant
Joint Security Committee	Tim Maybee
Personnel Committee	Stephen Booth Linda Butler
Parks Committee	Tim Maybee <i>Randy Jenco (alternate)</i>
Security Committee	Linda Butler Tim Maybee
Regional Water Authority Representatives	Eric Houston <i>John Merchant (alternate)</i>

From: [Janis Eckard](#)
To: [Stephen Booth](#); [Eric Houston](#); [Mimi Morris](#); [Randy Jenco](#); [Martin Pohl](#); [Tim Maybee](#); [Linda Butler](#); [Amelia Wilder](#)
Subject: Omission
Date: Sunday, November 24, 2024 11:02:16 AM

Amelia, please add this email to my Draft IWMP comments and add to the December Board packet. Thank you!

Months ago a letter was sent to the Board regarding inaccuracies found in the draft IWMP's current and future connection count. Those numbers must be verified and the missing homes added to the study.

The CSD is required to incorporate all projects that are in the County application process, when doing an analysis. The 39 acres adjacent to the CSD administration property, is in the application process at the County. There are 88 homes and 160 apartments missing in this area alone.

Please verify all connection numbers and make the necessary corrections.

Sincerely,
Janis Eckard

Sent from my iPhone

Nicole E. Romeo Rhoe
15066 Fuente De Paz
Rancho Murieta, CA 95683

12/13/2024

Dear Directors,

I am writing to you all to bring awareness and find a solution for an unresolved water intrusion issue at my home on Fuente De Paz. Water gushed into my home at a rate of about 16 gallons an hour for about six weeks! It slowed to a seep and is currently draining off, but not completely stopped. I have enlisted the help of professionals and contacted CSD. The cause is still in question.

My home is situated one mile from Lake Chesbro and Lake Clementia. Lake Guadalupe is across the street from my home. I have owned this home for over five years and understand that there is an easement of some kind to allow community pipes to run under my home to drain off water from uphill. I am attaching this document to the ongoing email thread that I have had with CSD and RMA. I have requested information to help determine what created the sudden onset of water intrusion. Although staff have made efforts to assist, we have not been able to determine the cause of the water outside of “ground water” from a rain event. However, the dates of the intrusion were before any rainfall occurred this season.

My home is tri-level. For this document, the street level is called Level 2 the lower level is called Level 1. I returned to my home after travelling to find water in the hallway downstairs on level 1. I discovered the current water intrusion issue on about September 24, 2024. We had previously experienced a substantial amount of water the night of 12/31/2023 when the floods came to Sacramento, however, this new matter was sudden and is not a result of any rain event or naturally occurring weather. There was no rain in our community. We immediately placed a wet vacuum in place to pull in the water and researched to determine if a pipe had broken. All pipes appeared to be intact.

09/30/2024-We contacted our neighbors on the southwest corner of Fuente De Paz and Puerto. The water had been running from their sump pump for several days. CSD had been taking care of work behind the home. I am unclear about the outcome of the work. I see little water coming out of the sump pump as of 12/09/2024. I am not representing my neighbors in this matter; however, I am referring to the ones for the sake of understanding that this matter impacts more than my property.

10/01/2024-Phoned CSD-Gabe came out to assess the matter. Based on his recommendation,

water in our home was shut off from 7:30 PM on 10/01/2024 to 2:30 PM on 10/03/2024. The water continued to flow at an unyielding pace of about 16 gallons an hour, requiring that we empty the wet vacuum every 1.5 hours and move our elderly to a hotel.

10/02/2024-The wet vacuum burned out and we purchased another. Water was still flowing at a rapid pace into the house even when the water was turned off.

10/03/2024-Phoned CSD and RMA. Mario came out and said to turn the water back on.

Gilmore plumbing service call. No leaks detected. Visited neighbors to determine if any pipes were leaking on Fuente De Paz, Park 1 (etc.). None were leaking upstream from us.

10/04/2024-RMA turned off water from the street. Third Wet Vac purchased. We emptied water from three wet vacuums every 1.5 from October 1, forward. The task was exhausting and impacted our entire household of seniors.

10/10/2024- Ron and James from CSD visited again and advised me to get a leak detection company to come out. We engaged **American Leak Detection company**. No leaks detected. Turned off water at 10 PM again. I was told Eric would contact me the week of 10/14/2024.

10/15/2024-Early morning work on **Lake Chesbro** (one mile from my home). Water slowed down by 3:45.PM.

10/16/2024- No contact from Eric at CSD. I was told Ron was out sick. **American Leak detection** could not ascertain the source of the water on 10/10/2024. They also could not assess for a slab leak. Therefore, we engaged in a second assessment by a commercial leak detection entity. This commercial company, **City Water Conservation**, tested the lake water temperature and determined that the temperature in Lake Guadalupe was exactly the same as the water temperature seeping into my home's foundation. They also advised that my home was at a lower elevation than the lake level. I provided this information to CSD because to me Lake Guadalupe appeared high for that time of the year.

10/17/2024-Phoned Eric at CSD and was advised that he was not coming and that the assessment that was done on 10/10/2024 was sufficient. No standing water was found, and the mechanics of the water system street hookups were not defective. (In a later email dated 11/14/2024-Eric restates that "drainage is what would happen to fall onto the property from rain events," therefore, this was ground water and drainage which are the responsibility of the homeowner, me. I let him know my water bill has not increased since September. I reminded him that this water was not a rain event.) The metering created larger bills for all of us, however, the bill was consistent with our use.

11/18/2024-Eric stated that the drainage from streets and culverts were the responsibility of the district.

10/18/2024-11/09/2024-Water still trickling inside. Down to one wet vacuum. Set up a self-emptying system to allow the water to flow into the French Drain.

Rod Hart visited, and our hope was that the CSD team would provide diagrams at minimum as to what channels run under and around Fuente De Paz, Puerto, and Rio Blanco.

Several neighbors are experiencing water issues. Currently my neighbors on the 6500 block of Rio Blanco have flags in their yards since the morning of 11/13/2024 because water is pooling at the street from the water meter cover. That issue remains unresolved as of the last time I looked at it on 12/09/2024.

11/12/2024-Ron Greenfield provided some documents.

11/12/2024-Continued email chain with CSD because the phone calls were becoming confusing and I bounced between CSD and RMA. Eric visited the home on 11/14 and said he saw no standing water. One suggestion from CSD communication has been ground water from a “rain event” which seems unlikely as we had little if any rain since April and temperatures over 100 almost every day this past summer. The problems were noticed before the rainfall at the end of September; they continue at a lesser rate up to the date of this letter.

We have had an enormous jump in our expenses to the tune of several thousands of dollars because of this matter. Our SMUD bill was 72% higher than normal based on all the water mitigation equipment previously installed while the water gushed into our home. Currently, we are still running a dehumidifier and an air purifier at our home to keep mold growth at bay. We had to book a room for my elderly roommates to be able to function for a week because of the water having to be turned off.

- We are still in the process of this unresolved matter; once a cause is determined, we must:
 - o Hire contractors to rip out and repair the subfloors and damaged walls on the entire level 1 of our home,
 - o Engage a mold remediation specialist and
 - o Ascertain who is responsible for the hiring of engineers to determine next steps for averting a potential catastrophic rainy season.

In order to fix this existing problem, we must be able to determine the source of the problem. Although, I understand that several neighbors have installed sump pumps. My research tells me that a sump pump may cause foundation issues in the next 10 or more years. The source of the problem must be addressed to avoid further damage to my home.

- The River Valley Times published an article in the August 27, 2024 edition showing that a critical repair was done on a concrete slab spillway about 400 feet below the

Clementia Reservoir Dam. My concern is that whatever is channeling our water drainage to the spillway in the overflow near Lake Guadalupe may be just as old and just as deep. An investigation should determine the source of the current seepage. I am one mile from Clementia.

- My neighbor who lives on the 6500 block of Rio Blanco has installed what I would consider a moat around his home because of water intrusion. CSD and RMA were working on his block. Flags remain between the houses on Rio Blanco since early morning on 11/13/2024. Work is incomplete and water is still coming out of the CSD-installed cement block as of 12/09/2024.
- On the Northwest corner of Fuente De Paz and Puerto- sump pump running for days during the same period in dry September and October; this neighbor was told it was her water, however, even when she did not water, the sump pump flows regularly during dry season directly across the street from the new build on Puerto.
- Plano Court: I am aware of damage to the pool area based on water drainage issues. The District worked to fix the drainage, however, the homeowner paid substantial funds to repair damage.
- Puerto Drive neighbors: Water intrusion, each has been told to get a sump pump. As I walk through the neighborhood in early September, I see that they run even on dry summer and fall days. I am in communication with them to get specific addresses and will provide them when they are made available to me.
- 11/14/2024-Message from Eric stated that “any drainage from streets and connected transportation culverts would be the responsibility of the District,” before he came to my home. I do not know if there are any District culverts under my home. Based on the email from Eric, he looked for standing water and then left my home. He noted that I was installing drainage. It did to stop the flooding. It did not resolve the problem. The source has still not been identified.
- 11/19/2024-Message from GM Mimi Morris is that her understanding from her team’s assessment is that the water is from “natural sloping” because our home is at the bottom of a hill. I questioned this finding and thought process because there are at least seven others who have had various problems including water intrusion in their homes. I have also requested to know if the team looked at any work that was happening during the beginning of September into the middle of October that would cause the sudden onset of water and the diminished amount of water on 10/15/2024 outside of my specific home. In that 11/19/2024 communication she stated that “the District is responsible for the movement of water withing existing infrastructure delivery pipes of potable water, and redirection of stormwater/drainage”. She stated that the issue I have is outside of CSD jurisdiction. **However, it has not been determined what is causing this problem.** She also recommended that I work with an engineering firm. I agree that an engineer should look deeply into the problem, but not just for my home. As I pointed out there are several

others with water issues that I am aware of. However, there are other homes that are being impacted. To fully assess the problem, it must be addressed systemically. An engineer would have to be given access to work orders, easement information, and CSD infrastructure that is under my home.

Because we have enlisted the help of professionals to determine the cause and rule out anything wrong with the pipes in our home, we are at a standstill. We have hired a contractor and re-routed the water so that it flows out from under our home into the field across from Lake Guadalupe, however, this does not rectify the problem. We still have no idea where this problem originates.

- I understand from discussing this with both Eric and Mimi CSD that drainage is the homeowner's responsibility, however, this is more than a drainage issue. We have not determined what the problem is. I do not agree with the statement that the issue is simply ground water as stated in Mimi's email 11/19/2024.
- The water is still flowing under my home and out of the cement block on Rio Blanco. Mimi suggested in her email that I hire an engineer. I am not clear if she wants me to do this at my expense. Until the source is known, I do not believe that it is my obligation to take on the additional expense to find out where this water is coming from. We still need to determine the source of the problem.
- Despite my requests to have clarity if they are asking me to hire any engineer and talk to the contractors working on Puerto, I do not have a definitive answer.
- As a resident homeowner, I have no access to determine what is allowed by any existing easement, nor what District Infrastructure was constructed under my home to drain off stormwater or community water of any kind. No one has expressed a clear understanding of current work correlation to the water issues or the state of District infrastructure. Work is happening on the lakes and the streets Fuente De Paz, Rio Blanco and Puerto. To find a fix someone must approach this systemically. That is beyond my scope of responsibility. I do not know if someone has looked at what that work may be doing to the existing District infrastructure.
- I would like the board of directors' help in getting clear, definitive answers to my questions as to what investigation beyond my property line was carried out and who is responsible for taking the next steps. Nothing in the communication from CSD states the scope of investigation has gone beyond my home and my responsibility. The rainy season is upon us. I am deeply concerned that the water levels will once again rise to an unmanageable level; not only for my home, but also for my neighbors and all those in the downstream in our community.

Thank you for your consideration.







GENERAL MANAGER'S REPORT TO THE BOARD OF DIRECTORS DECEMBER 18, 2024

At the last Communications Committee meeting (12/5/24), Directors Booth and Butler suggested the District needs to do a better job of showcasing its accomplishments. Accordingly, I'm including a list of some of the biggest achievements over the last year along with a copy of the State of the District document that I referenced last month. I'm also attaching the Draft Strategic Plan that I provided the Board in Closed Session in October and which I also referenced last month. I look forward to receiving strategic planning guidance from the Board following the Strategic Planning Retreat proposed for February.

The State of the District report is structured to show broad year over year improvements in the primary areas of organizational management (legal and regulatory compliance; customer service; staff recruitment, retention, and training; and financial operations). It is probably no surprise that the organization was mismanaged for years. This led to the chronic and extensive turnover in accounting staff between 2019 and 2023, which in turn led to an almost complete loss of institutional knowledge in a variety of areas, including how to use the financial accounting software and how to maintain related financial journals and ledgers. There was no institutional knowledge carried forward, no written policies and procedures, no smooth transition from one management team to the next. Many of the specific accomplishments listed below are part of the stabilization and rebuilding of the organization's systems, staff, and procedures. We have

- 1) Sep 2023 – Instituted monthly **Message from the General Manager** in the Pipeline;
- 2) Sep 2023-May 2024 -- Negotiated and Finalized **MOU** for Represented Staff
- 3) Aug 2023-Nov 2024-Temporarily Suspended and Reinstated Late Fees until billing issues were resolved
- 4) Fall 2023 – Created the **PRA Tracker**, a centralized reporting tool for Public Inquiries
- 5) Oct 2023 – Held six **public information sessions** on electronic payment options;
- 6) Nov 2023 – Onboarded **Director of Finance and Administration**;
- 7) Dec 2023 – Re-initiated monthly **Budget to Actual Reporting**;
- 8) Nov 2023-Mar 2024 – Optimized **Investment Returns** on reserve deposits;
- 9) Nov 2023-Feb 2024 – Developed a **Communications Strategic Plan**;
- 10) Nov 2023-May 2024 – Hosted two **IWMP Town Halls** and developed report of over 110 community questions and District/consultant responses;
- 11) Nov 2023-Dec 2024 – Corrected multiple **Payroll Leave and Recordkeeping Issues**;
- 12) Sept-Dec 2023 – Eliminated **the storage trailer** and other **costly leased resources** like the Pitney Bowes mail machine to cut costs to bring the 23-24 budget out of the red;
- 13) Mar-Nov 2024 - Worked to get an updated **Record Retention Policy**, documented documents being destroyed and shredded documents no longer required to be retained.
- 14) Aug 2023 -Jan 2024 – Addressed outstanding **Audit Issues to finalize 20-21 Audit**;
- 15) Jan 2024 – Recalculated **Indirect Cost Rate** to reduce burden on Security Budget;
- 16) Jan-Feb 2024 –Addressed **accessibility issues of Service Counter** & staff workstations;
- 17) Feb 2024 – Implemented **electronic scanning** and depositing of paper checks;
- 18) Mar-Jun 2024 –Developed a **balanced 24-25 operational budget** that allows the Board to direct the property taxes entirely to reserves as recommended in the Grand Jury Report;
- 19) Mar 2024 – Onboarded an internal **Information Technology manager** to improve user support, thereby improving productivity and to improve overall system and community security through interconnected video cameras and software security practices;
- 20) Apr 2024 – Restored functionality to copy room space creating **workstation for VIPs**;
- 21) Apr-June 2024 – Addressed **over 200 Faulty Meter Reads and Corresponding Billing Issues**;
- 22) Jun-Sep 2024 – Recruited **new Director of Operations**;

- 23) Jun-Dec 2024 – Addressed Operations’ **Delinquent Compliance Reporting Obligations**; Fine Reduced \$89K to \$16K
- 24) Jul 2024 – Finalized **24-25 Capital Improvement Plan budget**;
- 25) Aug 2024 – Instituted **Contract Tracker**, a centralized reporting tool;
- 26) July–Dec 2024 – Corrected **faulty accounting of Fiscal Year 21-22** in preparation for audit;
- 27) July–Dec 2024 – **Performed Inventory of Fixed Assets** in preparation for audit.
- 28) Jul–Dec 2024 – Established payment plans or collected payments for **over \$130,000 in past-due balances** dating back multiple fiscal years;
- 29) Mar-Aug 2024 -Collected over **\$500,000 in overdue connection fees** from developers
- 30) Sep–Nov 2024 – Evaluated financial management and billing **software systems**;
- 31) Aug 2024 – Established **monthly accounting procedures** and trained staff;
- 32) Apr-Jun 2024–Streamlined over **80 commercial billing rate codes** to simpler system/same results
- 33) Apr to Aug 2024 – **Trained staff**; established an efficient organized schedule for billing/; dramatically reduced complaints;
- 34) Oct-Nov 2024 – Prepared and submitted **\$2 million federal funds grant** request;
- 35) Sep–Dec 2024 – Created **Development Tracker**, a centralized reporting tool;
- 36) Nov-Dec 2024 – Revamped Security Program to provide **Full Security Gate and Patrol Coverage**
- 37) Nov 2023-Dec 2024 - **Improved Customer Service; and**
- 38) Nov 2023-Dec 2024 -Improved **employee morale**

This list doesn’t include any of the major **operational achievements** such as repairs of spontaneous leaks and unexpected breaks in water or sewer lines. Those are currently countless, but as we move toward a Computerized Maintenance Management System, we will have hard data regarding the number of service calls, the level of preventive maintenance, and the overall workload in Operations.

Moving to the draft Strategic Plan, this streamlined approach suggests focusing on (financial and water) **Sustainability** through increased self-generated power and water storage; **prioritizing infrastructure** replacement through an **Asset Management Plan**; getting caught up on **prior year accounting and audits**; Fixing all **billing issues**; Strengthening **safety and security** through increased use of technology and greater coordination with other community members; transitioning all customers to **automated bill payment**; and improving the District’s reputation **for excellence and integrity** within the community. We look forward to further direction from the Board regarding their priorities.

DEVELOPMENT

The attached Report of Development expands on the reports I have shared over the last few months regarding the lots included in the 670 FSA. This Development Connection Fee report provides a high level overview of the 14 connection fees that exist, how they increase, the total connection fees have been collected from some of the 670 FSA projects, and the net increase to the Water Supply Augmentation (WSA) fund as a result of the connections of the last several years. This figure has been ballparked at roughly \$2.5 million and if you look at the last two pages of this document, you can see that the net fees collected added to the June 30, 2021 balance from the 20-21 audit, are just a little shy of \$2.5 million. The report also shows funds collected for the Previously Constructed Infrastructure (PCI) fee, and the Security Impact Fee (SIF). Staff’s next task is to dive deep into the PCI obligations and payments and ensure that all required escalations were made and then directing the collected funds to the legitimate entities. Similarly, staff has a large job of cleaning up the records of all the Developer Deposits.

DEVELOPING DISTRICT STAFF

Our Insurance Pool, Golden State Risk Management Agency (GSRMA), provides us with a comprehensive online learning management resource. Our new Director of Operations Eric Houston will be directing his team to take courses in safety procedures and practices to help ensure that our team stays healthy and safe.

OPERATIONS

In other Operations news, Eric Houston and I visited Murieta Village on December 9th to share with residents the plans to address the water and sewer pipes that currently lie under homes instead of under streets. The project was initially budgeted in 2021, but did not happen and there have been several plumbing incidents in recent years that are complicated by the unconventional placement. Over 40 residents were in attendance and had many questions about the process, the timeline, and the cost to both them and to the District which we answered to the best of our ability. The residents were extremely grateful for the planned project and asked that we convey to the Board their gratitude for this effort.

Eric and I also met with the Environmental Management Department (EMD) of Sacramento County regarding reporting, training, and compliance violations that stem back to 2017. This was previously characterized as a five-year reporting obligation. In fact, the EMD staff inspects sites every three years, but due to Covid their last inspection visit was in 2020 before their June 2024 inspection. The EMD team was very pleased to learn that plans are in place to move from Chlorine gas to sodium hypochlorite for both treatment plants and very impressed with the WasteWater Treatment Plant conversion effort currently underway. They hope the Water Treatment Plant conversion is initiated soon. They reduced our fine to \$16,000 roughly from the original penalty of \$89,000 and considered reducing it further due to our contrition and conscientiousness, but felt that due to both the staff costs they incurred in the non-compliance review effort and the severity of the noncompliance, the fine needed to be large enough to send a strong message to the District. This item is on the agenda for Board approval tonight.

Some months ago, we added an Education and News section to the Website. The Pipeline is archived there and another communication resource is also there. This resource, Water 101, is intended to provide static information about surface water resources, conservation approaches, state and local regulations, and more so that the community can explore more water topics. Tonight Eric will begin what I foresee as a regular Board Meeting educational piece that will also be archived to the Water 101 pages.

KEEPING THE ENTIRE RANCHO MURIETA COMMUNITY SAFE

The revised security budget includes 24-7 coverage at the two gates and in patrol. Use of new cameras is reducing patrol trips to the back country area and increasing patrol presence in the riskier commercial areas. Coordinated efforts to share video footage between the District and other entities have proven effective at tracking down criminals. Mark will share details.

ACCOUNTING SYSTEM CLEANUP AND AUDITS

The 21-22 audit began on Monday. We anticipate a much smoother experience given the higher level of effort and preparation by both Mark Matulich and Chris Funakoshi.

We concluded our review of financial accounting and utility billing software options and have an agenda item before you today to approve a vendor contract. Notably, this vendor's conversion and implementation costs are over \$10,000 less than the vendor who was chosen two years ago. Additionally, the ongoing annual software costs are also \$10,000 less. We anticipate being able to eliminate several siloed software packages once the conversion is finalized. These make this transition a strong financial and operational decision.

ORGANIC WASTE UPDATE

Due to the District's waiver, effective immediately organic waste no longer needs to be diverted from customers' regular trash. Formal outreach regarding collection changes will be developed and shared upon successful conclusion of our amendments to the District's contract with CalWaste.

COMMUNICATIONS

Please see attached Report of Public Inquiries, which includes no PRA requests this month.

CONTRACTS

Please see attached Quarterly Contracts Report.

#

State of the District

		2023	2024
1. PRE-EXISTING ORGANIZATIONAL ISSUES			
a.	UNFINISHED/UNRESOLVED REPORTING REQUIREMENTS/ISSUES		
	i. Grand Jury Report/Responses	Incomplete	Completed
	ii. Unclosed Prior Fiscal Years		
	20-21	Incomplete	Completed
	21-22	Incomplete	ReBuilt; in Process
	22-23	Incomplete	ReBuilt; in Process
	23-24	n/a	ReBuilt; in Process
	iii. Overdue Annual Financial Audits		
	20-21	Incomplete	Completed
	21-22	Incomplete	ReBuilt; in Process
	22-23	Incomplete	ReBuilt; in Process
	23-24	n/a	ReBuilt; in Process
	iv. Overdue State Controller's Office Financial Transactions (FTR) Report (due 1/23)	Incomplete	Completed, fully compliant
	v. Overdue State Controller's Office Government Compensation Report (originally due April 2023)	Incomplete	Completed, fully compliant
	vi. Overdue GASB 75 Reporting (2021)	Incomplete	Completed, fully compliant
	vii. Non Compliant PERS Hire (Retired Annuitant appointment; violation expanded on 9/29/23)	Incomplete	Successfully Resolved 1/7/24
b.	POOR CUSTOMER SERVICE/COMMUNICATION		
	i. Unhappy Customers: Billing Issues	Daily: 10-12 complaints	Monthly: 10-12 complaints
	ii. Unhappy Customers: Smelly ponds/ditches	Basin 5 aerators not functioning due to electrical ; Chesbro V-Ditch not being cleaned	Quarterly Ditch Cleaning reinstated; Aerators restored to running
	iii. Unhappy Customers: Rate increases and general lack of trust	Denied; low trust	Approved; better trust
	iv. Unhappy Customers: PRA requests	Over 100	16 in 2024
	v. Unhappy Customers: Not being heard - Murieta Gardens' cameras, slow/insufficient response to concerns	District non-responsive	<i>subjective:</i> District more responsive
	vi. Flawed systems: tedious/error-prone manual check entries	Time-consuming manual process	2/24 Automatic check scanning implemented
	vii. Staff's Lack of Training and desk manuals for processes and procedures and Lack of Knowledge of Systems: Aestiva GreatPlains Tyler PayChex	Untrained Admin Staff; little documentation	Admin Staff Much Better Trained; policies, procedures, and templates in place

	viii. Staff's lack of customer service basics: de-escalation, courtesy, approaches for resolution	Untrained Admin Staff; little experience	Trainings held, Expectations established; Better outcomes
	x. Staff's uncertainty with the new Utility Billing system	Untrained Admin Staff	Admin Staff much better trained; Identified Key Reports including GL Posting, Aging, and Exception Reports for proactive correction of errors prior to
c.	STAFF LIMITATIONS AND INSTABILITY		
	i. Revolving Door - difficulty retaining staff	High Turnover	Fully Staffed except for new patrol officer position
	ii. General Morale Issues: Concern and worry among security staff regarding their future given budget reductions; anxiety among the rest of the staff regarding prior office culture.	Low Morale, Distrustful, Worried	Varies by unit: Ops: process, equipment & mgmt. needs identified; new strong leadership in place; Admin: Significantly Improved; processes and mgmt highly reliable; Security: job security a concern due to 2% cap, but new plan underway to provide full coverage and stability. Full Coverage = 24/7 365 days x 2 gates and 1 patrol
	iii. Insufficient Training/Direction/Clarity re roles	Untrained Admin Staff	Admin Staff Much Better Trained
	iv. Limited supervisory experience/understanding of necessity of addressing behavior/performance issues directly. Result: loss of highly skilled female water operator due to poor behavior of another ee. Weak Management in Operations' staff; Poor responses to hostile work environment created for District's only female employee; Inadequate documentation re behavior/performance issues;	Gaps	Strong management team in place
	v. Poor recordkeeping in general	Gaps	shared drive; rebuilding historic development connection fee data
	vi. Payroll Management Issues:		
	* No supporting documentation or reconciliations of payments to benefits providers (insurers, deferred compensation investments, CalPERS, etc.	Gaps	Strong Paper Trail and Reconciliations
	* Late or inaccurate submissions to PERS resulting in \$400 fines for corrections	Late Fees	Timely submissions to PERS
	* Paying Union dues for terminated employees or employees no longer in the union;	Mispayments	Strong union tracking system
	* Incorrect designations of employee payments as pensionable (overtime, etc.)	Incorrect Designations	Correct Designations
	* Incorrect calculations of Leave Credits	Misapplication of Rates	Accurate Leave Credits

d. LEARNING CURVES							
		i. Getting familiar with underlying contracts/FSAs/MOU and OPEB obligations		Lots of new information		Very Familiar with legal agreements	
		ii. Meeting Water Leaders: RWA/Sloughhouse		Lots of new contacts		Strong relationships	
		iii. Learning about District and CA surface/groundwater resources and risks		Complex, new information		Complex, gaining understanding	
		iv. Getting up to speed on the IWMP history, scope, and community concerns		Complex, new information		Complex, gaining understanding	
2. PROGRESS and NEW INITIATIVES							
	a.	Addressing Unfinished/Unresolved Requirements/Issues					
		See items 1 (a) (i) through 1 (a) (vi) above		Incomplete		Complete/ReBuilt/In Process	
	b.	Improving Customer Service					
		i. Transitioning to new billing website		Underway		Complete	
		ii. Transitioning customers to automated ACH payment of their bills;		Limited acceptance		Limited acceptance; Increased credibility as indicated by reduced customer complaints should result in wider adoption	
		iii. Launching new credit card service		Incomplete		Complete	
		iv. Held training sessions for customers and staff		Sparsely Attended		Sparsely Attended	
		v. Evaluated and redesigned Customer billing statements (October 2023)		Completed		n/a	
		vi. Established Message from GM in Pipeline		Monthly		Monthly	
		vii. Meeting community leaders to understand their concerns/build rapport (RMA, Kiwanis, SummerFest organizers, Murieta Gardens Board, Postmaster, Security RoundTable, etc.		Ongoing		Ongoing	
		ix. Developing email communication capacity		Limited acceptance		Limited acceptance	
	c.	Improving Staff Capacity					
		i. Building Trust and rapport with staff		In Process		Strong	
		ii. Developing a team approach		In Process		Strong	
		iii. Evaluating staffing		In Process		Strong	
		iv. Bringing on Payroll/HR Professionals (RA, Part-Time staff)		In Process		Strong	
		v. Setting Expectations		In Process		Strong	
		vi. Modeling professional behavior		In Process		Strong	
		vii. Reorganized Administration Leadership and recruited for New Director of Finance and Administration (Mark Matulich starts on 10/30/23)		In Process		Strong	

		vii. Updating/Improving Data Management through centralized databases for PRA Requests, Contracts, Invoices, Checks, Assets, Employees, Leave Credits, Financial resources/investments, Customer account info: emails/cell phones/ communication logs/customer rates, chart of accounts, APNs, Easements, Deeds of Trust, etc.	In Process	Strong
	d.	Strengthening Overall Financial Position		
	i.	Streamlining financial info to facilitate better recordkeeping and reconciliations	Ongoing	Ongoing
	ii.	Ensuring smart use of financial resources; Removing unnecessary items of expense	Ongoing	Ongoing
	iii.	Improving internal control by requiring separation of duties (Requestor/Approver not same ee)	Ongoing	Ongoing
	iv.	Consolidating positions (Director of Admin and Accounting Manager positions)	Ongoing	Ongoing
	v.	Reinitiating Financial Reporting at a high level and working toward a more granular (fund/enterprise-based) level of financial reporting	Gaps	Monthly close procedures and Quarterly Reporting In place
	vi.	Identifying and eliminating unused and outdated but costly monthly software products	Many unused and underutilized products identified	Several unused products eliminated (Global Search)
	vii.	Finding Cheaper Options for telephone/internet	AT&T contract for analog lines/internet	AT&T contract for analog lines/internet
	viii.	Applying Document Retention Policies rather than paying for additional storage	Mini Modular Storage removed	New Record Retention Policy established; shredding planned
	ix.	Evaluating better and more value-added IT service options	Gaps	IT Manager hired; building a stronger network
	x.	Improved Investment Returns: Moved funds from banks/funds with lower rates of return to higher rates of return	23-24 Budgeted: \$45K 23-24 Actual: \$547K	24-25 Budgeted: \$532K 1st Qtr.24-25 Actual: \$198K
	e.	Addressing Physical Plant Issues		
	i.	* Security	Replaced metal keys with electronic	Replaced metal keys with electronic
	ii.	* ADA Compliance	Gaps	Provided wheelchair accessible customer service counter
	iii.	* Work Spaces (clean, well-lit, functional, filtered water)	Gaps	Refreshed Reception; added secure storage/functional works surfaces; installed filtered drinking fountains in TPs

SWOT Analysis - 2023	SWOT Analysis - 2024
-----------------------------	-----------------------------

<p>•Strengths – Sustainable water delivery and usage model, strong operational knowledge among water staff, good cooperation among RMA and RMCC</p>	<p>STRENGTHS: Capable staff (GM, Director of Finance and Administration, Director of Operations, Chief Plant Officer, Board Secretary, Security team); Positive Attitudes; Progress on Accounting functioning which will result in closing the open fiscal years and completing the audits, closure of lawsuits, Greater Stability</p>
<p>•Weaknesses--Poor reputation among community re billing, communication, weed abatement and stagnant ponds; Manual check collection/data entry is slow/prone to user error; High administrative costs leading to diminished resources for direct services</p>	<p>WEAKNESSES: Limited financial reserves compared to needs (addressing aging infrastructure per Lumos Report); Run to Failure approach - no CMMS (computerized maintenance management system) or Preventive Maintenance Schedules; Reactive rather than ProActive.</p>
<p>•Opportunities--Expanding communication capacity by gathering emails/cell phones of customers; Install check scanner to speed up process/reduce errors; Encouraging residents to transition to automatic electronic billing; Encouraging residents to use the new billing portal to see their bills and payments; Reduce admin costs; and re-evaluate admin cost distribution;</p>	<p>OPPORTUNITIES: Establish/implement fiscal processes and procedures and regain a sound footing;evaluate and implement a comprehensive financial management system; Improve Physical Plant: Address Hazardous Chem Farm tanks/use of hazardous materials; Review and Strategically cut unnecessary software/external systems</p>
<p>•Threats-- Unclear financial picture due to lag in audits; Lack of clarity regarding future infrastructure needs/costs and impact on rates; Increasing chemical and electricity costs</p>	<p>THREATS: Future infrastructure replacement costs; Increasing chemical and electricity costs; Annual cost increases in Security outpacing the mandated Year over Year security tax increase.</p>

October 2023: The Future	October 2024: The Future
<p>The organization is becoming more stable and the emergence of issues stemming from prior omissions and errors is slowing down.</p>	<p>The organization is becoming more stable and the emergence of issues stemming from prior omissions and errors is slowing down.</p>
<p>Significant work remains, but strong team members are excited to make positive changes and bring the organization forward.</p>	<p>Significant work remains, but strong team members continue to make positive changes to advance the mission of the organization.</p>
<p>I foresee a strong transformation within the next six months as our audit work moves toward being current, our internal processes and procedures become formalized, our data management gets established, and our communication improves.</p>	<p>I foresee a completely transformed organization by Fall of 2025 as our audit work comes current, a new ERP is in place, and staff works to optimize recycled water usage.</p>

Streamlined Strategic Plan for Rancho Murieta Community Services District

District Mission (proposed revamp for greater clarity)

The mission of Rancho Murieta Community Services District is to enhance the quality of life of the members of the Rancho Murieta community.

The District treats and delivers safe drinking water, prevents flooding through effective drainage, manages wastewater, removes solid waste, and provides security.

District Vision (proposed new)

Maintain the unique qualities of life in Rancho Murieta while planning for long term infrastructure replacements, climate change impacts, and improved self-sufficiency and sustainability.

Internal Goals

- I1. Increase overall Sustainability through self-generated power and increased water storage;
- I2. Develop an asset management plan to prioritize critical infrastructure replacement;
- I3. Become current with financial reporting and annual audits; and
- I4. Eliminate billing delays, omissions, and errors

External Goals

- E1. Strengthen overall community safety and security through increased use of technology, community awareness and coordination;
- E2. Improve District's reputation for excellence and integrity in the community;
- E3. Transition all customers to automated bill payment.

Strategic Planning provides:

Direction/Measurable Goals that guide day-to-day decisions and provide a framework for evaluating progress and making needed course corrections.

Operational Efficiency by providing the basis for all management decisions, reducing the potential for wasted resources, missteps, and inefficiencies.

Future Focus by helping to forecast potential opportunities and threats.

And enables:

Improved Decision Making by aligning decisions with the District's mission, vision, and strategic objectives thereby ensuring that all actions and initiatives are driving the District towards its defined goals.

Better Resource Management by allocating resources and prioritizing District efforts, focusing on the activities that will have the most significant impact on achieving the District's strategic goals.

Increased Operational Efficiency by providing a roadmap for all activities thereby reducing ambiguity, promoting alignment, and ensuring that all efforts are coordinated and pointed in the same direction.

Streamlining the creation, management, and tracking of a strategic plan will allow the District to focus more on execution and less on administration, ultimately leading to more effective strategy implementation and better results.

Authorized Connection Fees by Year

	Capital Improvement Fees					Special Development Fees					Meter Installations		Inspections		
	Applied by Lot Type EDU					by EDU		by Gate	As applicable	Irrigation Facility Maint.	Water	Recycled	Water	Sewer	Recycle
	Water	Sewer	Drainage	Security	Total CIF	Water Supply Augmen.	Previously Constructed Infrastructure	Security Impact Fee	Recycle Credit	Irrigation					
2024	\$2,163	\$3,011	\$0	\$82	\$5,256	\$7,421	\$5,900	\$1,200	-\$1,800	\$225	\$400	\$400	\$127	\$127	\$127
2023	\$2,105	\$2,932	\$0	\$80	\$5,117	\$7,226	\$5,900	\$1,200	-\$1,800	\$225	\$400	\$400	\$127	\$127	\$127
2022	\$1,957	\$2,724	\$0	\$75	\$4,756	\$6,716	\$5,900	\$1,200	-\$1,800	\$225	\$400	\$400	\$127	\$127	\$127
2021	\$1,829	\$2,546	\$0	\$70	\$4,444	\$6,276	\$5,900	\$1,200	-\$1,800	\$225	\$400	\$400	\$127	\$127	\$127
2020	\$1,805	\$2,514	\$0	\$69	\$4,387	\$6,196	\$5,900	\$1,200	-\$1,800	\$225	\$400	\$400	\$127	\$127	\$127
2019	\$1,782	\$2,481	\$0	\$68	\$4,331	\$6,116	\$5,900	\$1,200	-\$1,800	\$225	\$400	\$400	\$127	\$127	\$127
2018	\$1,730	\$2,409	\$0	\$66	\$4,205	\$5,938	\$5,900	\$1,200	-\$1,800	\$225	\$400	\$400	\$127	\$127	\$127
2017	\$1,399	\$1,948	\$0	\$53	\$3,400	\$4,660	\$5,900	\$1,200	-\$1,800	\$225	\$400	\$400	\$127	\$127	\$127
2016	\$1,399	\$1,948	\$0	\$53	\$3,400	\$4,660	\$5,900	\$1,200	-\$1,800	\$225	\$400	\$400	\$127	\$127	\$127

- Capital Improvement Fees** include Water, Sewer, Drainage & Security. Annual January 1st increases are based on the Engineering News and Record (ENR) Construction Cost Index (CCI). CIFs are set at 1 EDU and applied by the proportionate EDU assigned to each Lot Type; Funds are restricted to each service.
- Water Supply Augmentation Fees** are determined by the Board and supported by some form of analysis to justify increases in excess of the ENR CCI. Funds are restricted use and may only be used to augment the community's water supply.
- Previously Constructed Infrastructure (PCI)** refers to the obligation to reimburse prior developers who invested in system enhancements that benefit future developers. These developers all signed the 2014 670 FSA (Financing and Services Agreement). The District serves as the Escrow Agent, collecting and remitting these funds to the owed parties. This amount does not include an escalator required by the contract and staff is working with Economic Planning Solutions (EPS) to update the amounts owed. Payments to the prior developers have not been made since 2020.
- Security Impact Fee.** Per residential lot behind & outside the gates (\$1,200 and \$750, respectively). Funding is restricted to permanent security infrastructure.
- The **Recycle Credit** only for Murieta Gardens and Retreats (at \$1,800 and \$2,000 per lot, respectively). Reduces the Water Supply Augmentation Fund.
- Meter Installations** are per water meter and, where applicable, recycled water ; prices increase each January 1st and are per meter.
- Irrigation Facility Maintenance** is per lot and is another agreement governed by the 2014 670 FSA which staff is working with EPS to validate.
- Inspections** include Water, Sewer, and, where applicable, Recycle and can be increased each January 1st, but have historically not been increased. Staff will be recommending increases these rates so actual labor costs are covered.
- The **ENR** calculates CCI increases in December. The 2024 increase is likely to be under 3%, a sharp drop from the 9.4%, 9.3%, and 13.4% of prior years. <https://www.dgs.ca.gov/RESD/Resources/Page-Content/Real-Estate-Services-Division-Resources-List-Folder/DGS-California-Construction-Cost-Index-CCI>

All Connection Fees

TOTAL FEES DUE All Fiscal Years since 2016

\$2,601,899

CAPITAL IMPROVEMENT FEES post-EDU Calculation

Water	Sewer	Lift Station 6B Credit	Drainage	Security
\$285,698	\$397,820	-\$43,987	\$0	\$10,899

\$650,430

SPECIAL FEES

DETERMINED BY

EDU, FSAs, Gate/nonGate, Recycled Water I/F

Water Supply Augmentation Fees

applied by EDU Percentage
Amount adjusted by CPI annually
and/or by Board action as needed

Gross

\$978,420

Net of Recycle
Credit

\$794,020

Recycle Water Credit

Flat per lot amount determined by 2014
FSAs to acknowledge installation of
infrastructure for recycled water.

-\$184,400

Previously Constructed Infrastructure

Collected per 2014 FSAs on behalf of those who funded
2014 Water Treatment Plant Expansion.
Reimbursement Obligation to prior funders

\$753,430

Security Impact Fee

Collected per 2014 FSAs to improve overall security.
\$1200 per lot Inside the Gates; \$750 per lot Outside the Gates.
Funds for permanent infrastructure not operating costs.

\$194,100

Irrigation Facility Maintenance

Collected per 2014 FSAs on behalf of those who funded
Irrigation Spray Field Infrastructure
Reimbursement Obligation to prior funders

\$43,000

INSTALLATION FEES by meter: \$400 per meter

Water \$77,200

Recycled Water \$31,200

INSPECTION FEES by service

Water \$24,073

Sewer \$24,326

Recycled Water \$10,120

Connection Fee Payments Summarized by Fiscal Year

TOTAL PAID, All FYs: \$2,609,449

FY 2024-2025: \$473,505

FY 2023-2024: \$412,854

FY 2022-2023: \$127,096

FY 2021-2022: \$214,973

FY 2020-2021: \$121,514

FY 2019-2020: \$1,027,951

FY 2018-2019: \$42,030

FY 2017-2018: \$27,075

FY 2016-2017: \$63,175

FY 2015-2016: \$99,275

WATER SUPPLY AUGMENTATION FEE PAYMENT DETAIL since 2015-16

	<i>Gross</i>	<i>Recycle Credit</i>	<i>Net of Recycle Credit</i>
TOTALS	\$973,225	-\$184,400	\$788,825

<i>FY</i>	<i>Gross</i>	<i>Recycle Credit</i>	<i>Net of Recycle Credit</i>
2024-2025	\$122,455	\$0	\$122,455
2023-2024	\$217,843	\$0	\$217,843
2022-2023	\$56,373	\$0	\$56,373
2021-2022	\$72,528	\$0	\$72,528
2020-2021	\$44,609	-\$14,400	\$30,209
2019-2020	\$376,645	-\$122,400	\$254,245
2018-2019	\$14,271	-\$5,600	\$8,671
2017-2018	\$9,786	-\$6,000	\$3,786
2016-2017	\$22,834	-\$14,000	\$8,834
2015-2016	\$35,882	-\$22,000	\$13,882

WATER SUPPLY AUGMENTATION FEE PAYMENT DETAIL since June 30, 2021

	<i>Gross</i>	<i>Recycle Credit</i>	<i>Net of Recycle Credit</i>
TOTALS	\$469,199	\$0	\$469,199

<i>FY</i>	<i>Gross</i>	<i>Recycle Credit</i>	<i>Net of Recycle Credit</i>
2024-2025	\$122,455	\$0	\$122,455
2023-2024	\$217,843	\$0	\$217,843
2022-2023	\$56,373	\$0	\$56,373
2021-2022	\$72,528	\$0	\$72,528

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

NOTES TO THE BASIC FINANCIAL STATEMENTS (CONTINUED)

June 30, 2021

NOTE 7 – NET POSITION (Continued)

which the District cannot unilaterally alter. These include connection fees restricted to capital expansion by Section 66013 of the Water Code and service charges received for use on capital projects consisting of the following:

	<u>Water</u>	<u>Sewer</u>	<u>Drainage</u>	<u>Security</u>
RESTRICTED:				
Capital replacements	\$ 2,102,698	\$ 3,314,065		
Water augmentation	2,027,398			
Capital improvements		91,044	\$ 329,208	
Security projects				\$ 45,622
TOTAL RESTRICTED				
NET POSITION	<u>\$ 4,130,096</u>	<u>\$ 3,405,109</u>	<u>\$ 329,208</u>	<u>\$ 45,622</u>

The District’s Water Treatment Plant Construction Fund, which has a deficit balance of \$791,404 borrowed from the water augmentation restricted net position to partially fund the water treatment plant project. The balance owed at June 30, 2021 is \$191,323. Monthly principal and interest payments of approximately \$4,000 are being made.

Unrestricted describes the portion of net position which is not restricted as to use.

Designations of unrestricted net position may be imposed by the Board of Directors to reflect future spending plans or concerns about the availability of future resources. Designations may be modified, amended or removed by Board action. They are reported as part of the District’s unrestricted net position.

NOTE 8 – PENSION PLANS

Plan Description: All qualified permanent and probationary employees are eligible to participate in the District’s Miscellaneous Plan, a cost sharing multiple-employer defined benefit pension plan administered by the California Public Employees’ Retirement System (CalPERS) which acts as a common investment and administrative agent for its participating member employers. Benefit provisions under the Plan are established by State statute and District resolution. CalPERS issues a publicly available report that includes a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website at www.calpers.ca.gov.

Benefits Provided: CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 to 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The death benefit is the Optional Settlement 2 Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees’ Retirement Law.

Report of District Contracts

Contract #	Vendor Name	Start/End Date:	Timeline	Any amendments?	Amount
2024.009	TNT Industrial Contractors	11/23/24		<input type="radio"/> Yes <input type="radio"/> No	Initial Budget
Services		5/31/25		<input checked="" type="radio"/> Standard Agreement	Augmentations
WWTP Sodium Hypochlorite Conversion	CIP Project # 23-14-02			<input type="radio"/> Master Services	Total Budget
2024.008	TNT Industrial Contractors. Inc.	11/21/24		<input type="radio"/> Yes <input type="radio"/> No	Initial Budget
Services		3/30/25		<input checked="" type="radio"/> Standard Agreement	Augmentations
WTP #2 Filter Bed Rehab	CIP Project # 25-200-01			<input type="radio"/> Master Services	Total Budget
2024.007	Domenichelli & Assoc	9/6/24		<input type="radio"/> Yes <input checked="" type="radio"/> No	Initial Budget
Services		9/6/27		<input type="radio"/> Standard Agreement	Augmentations
Engineering & Construction Inspection	CIP Project # none			<input checked="" type="radio"/> Master Services	Total Budget 0
2024.006	RWG	6/3/24	Ongoing	<input type="radio"/> Yes <input checked="" type="radio"/> No	Initial Budget
Services				<input type="radio"/> Standard Agreement	Augmentations
Legal Services	CIP Project # none			<input checked="" type="radio"/> Master Services	Total Budget 0
2024.005	AT&T	4/9/24	2 years	<input type="radio"/> Yes <input checked="" type="radio"/> No	Initial Budget
Services		4/8/26		<input checked="" type="radio"/> Standard Agreement	Augmentations
Land Line Phone Service	CIP Project # none			<input type="radio"/> Master Services	Total Budget 0
2024.004	California Public Employees' Retirement	5/15/24	Ongoing	<input type="radio"/> Yes <input checked="" type="radio"/> No	Initial Budget
Services				<input checked="" type="radio"/> Standard Agreement	Augmentations
OPEB	CIP Project # none			<input type="radio"/> Master Services	Total Budget 0
2024.003	NMI Holdings, Inc.	5/3/24	Until Complete	<input type="radio"/> Yes <input checked="" type="radio"/> No	Initial Budget 486,500
Services				<input checked="" type="radio"/> Standard Agreement	Augmentations
Granlees Safety Rehab	CIP Project # 23-04-01			<input type="radio"/> Master Services	Total Budget 486,500
2024.002	OnSolve - CodeRed	4/9/24		<input type="radio"/> Yes <input checked="" type="radio"/> No	Initial Budget 2,366
Services		4/8/25		<input checked="" type="radio"/> Standard Agreement	Augmentations
Emergency Notification Svstem	CIP Project # none			<input type="radio"/> Master Services	Total Budget 2,366
2023.013	Adkins Engineering and Survevina. Inc.	1/19/23	open	<input type="radio"/> Yes <input checked="" type="radio"/> No	Initial Budget 0
Services				<input type="radio"/> Standard Agreement	Augmentations
General Services	CIP Project #			<input checked="" type="radio"/> Master Services	Total Budget 0

2023.012	TNT Industrial Contractors	1/19/23	Ongoing	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	
Services			Contract Type	<input type="radio"/> Standard Agreement <input checked="" type="radio"/> Master Services	Augmentations	
	Industrial Contractors, MSA	CIP Project # none			Total Budget	0
2023.011	Sacramento County Elections Department	8/28/23	Until Complete	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	1,000
Services		11/8/24	Contract Type	<input type="radio"/> Standard Agreement <input type="radio"/> Master Services	Augmentations	
	11/5/2024 Polling Facility	CIP Project # none			Total Budget	1,000
2023.010	Stratus	10/3/23	1 Year	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	17,217
Services		10/3/24	Contract Type	<input type="radio"/> Standard Agreement <input type="radio"/> Master Services	Augmentations	
	FOG & IDDE Reporting	CIP Project # none			Total Budget	17,217
2023.009	Liebert Cassidy Whitmore (LCW)	9/13/23	Ongoing	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	
Services			Contract Type	<input type="radio"/> Standard Agreement <input checked="" type="radio"/> Master Services	Augmentations	
	Legal Services	CIP Project # none			Total Budget	0
2023.008	Condor	9/11/23	Until Complete	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	6,600
Services			Contract Type	<input type="radio"/> Standard Agreement <input type="radio"/> Master Services	Augmentations	
	Process Hazard Analysis	CIP Project # none			Total Budget	6,600
2023.007	Lumos & Associates	8/28/23	Until Complete	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	159,437
Services			Contract Type	<input checked="" type="radio"/> Standard Agreement <input type="radio"/> Master Services	Augmentations	
	CIP Planning & 5 Year Rate Studv	CIP Project # 24-200-01 &			Total Budget	159,437
2023.005	Economic and Business Plannina Svstems	8/10/23	Ongoing	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	10,000
Services			Contract Type	<input type="radio"/> Standard Agreement <input checked="" type="radio"/> Master Services	Augmentations	
	670 FSA Advisor	CIP Project # none			Total Budget	10,000
2023.004	Crime Alert Security	8/10/23	Ongoing	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	40
Services			Contract Type	<input checked="" type="radio"/> Standard Agreement <input type="radio"/> Master Services	Augmentations	
	Keyless entry at District Office	CIP Project # none			Total Budget	40
2023.002	Solitude Lake Managemnt	1/19/23	Ongoing	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	23,400
Services		?	Contract Type	<input type="radio"/> Standard Agreement <input type="radio"/> Master Services	Augmentations	
	Bi-Monthly Water Testing	CIP Project # none			Total Budget	23,400
2023.001	Solitude Lake Managemnt	1/19/23	Ongoing	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	27,300
Services			Contract Type	<input type="radio"/> Standard Agreement <input type="radio"/> Master Services	Augmentations	
	Monthly Maintenance to Ponds 1-5	CIP Project # none			Total Budget	27,300

2023-14	West Yost	9/26/23	open	<input type="radio"/> Yes <input checked="" type="radio"/> No	Initial Budget	
Services			Contract Type	<input type="radio"/> Standard Agreement <input checked="" type="radio"/> Master Services	Augmentations	
	CIP Project #				Total Budget	
2022.011	Sacramento Tree Foundation	2/18/22	3 years	<input type="radio"/> Yes <input checked="" type="radio"/> No	Initial Budget	0
Services			Contract Type	<input type="radio"/> Standard Agreement <input type="radio"/> Master Services	Augmentations	
Tree Planting	CIP Project #				Total Budget	0
2022.010	California Waste Management Services	11/17/22	10 years	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	
Services		6/30/35	Contract Type	<input type="radio"/> Standard Agreement <input checked="" type="radio"/> Master Services	Augmentations	
Waste Hauler	CIP Project #	none			Total Budget	0
2022.009	Tyler Technologies	1/17/22		<input checked="" type="radio"/> Yes <input type="radio"/> No	Initial Budget	176,852
Services			Contract Type	<input type="radio"/> Standard Agreement <input type="radio"/> Master Services	Augmentations	
Financial Software & Svcs	CIP Project #				Total Budget	176,852
2022.008	Ring Central	2/18/22	Ongoing	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	8,853
Services			Contract Type	<input type="radio"/> Standard Agreement <input checked="" type="radio"/> Master Services	Augmentations	
VOIP Phone Service	CIP Project #	none			Total Budget	8,853
2022.007	Adkins	12/22/22	Ongoing	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	295,000
Services			Contract Type	<input type="radio"/> Standard Agreement <input type="radio"/> Master Services	Augmentations	113,368
IWMP	CIP Project #	24-200-02			Total Budget	408,368
2022.006	Dewberry	10/7/22	Until Complete	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	214,668
Services			Contract Type	<input checked="" type="radio"/> Standard Agreement <input type="radio"/> Master Services	Augmentations	
WWTP Sodium Hypochlorite Desian	CIP Project #	23-14-02			Total Budget	214,668
2022.005	Luxury Cleaning Services	6/2/22	Ongoing	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	
Services			Contract Type	<input type="radio"/> Standard Agreement <input checked="" type="radio"/> Master Services	Augmentations	
Facilities Cleaning	CIP Project #	none			Total Budget	0
2022.002	HDR	4/13/22	Until Complete	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	238,310
Services			Contract Type	<input checked="" type="radio"/> Standard Agreement <input type="radio"/> Master Services	Augmentations	24,866
Design for WTP Sodium Hvpochlorite Conversion	CIP Project #	21-02-01			Total Budget	263,176
2022.001	Del Rio Advisors	2/2/22	Ongoing	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	
Services			Contract Type	<input type="radio"/> Standard Agreement <input type="radio"/> Master Services	Augmentations	
Bond Advisors	CIP Project #	none			Total Budget	0

2021.002	CalCad	8/23/21	Ongoing	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	19,595
Services			Contract	<input checked="" type="radio"/> Standard Agreement <input type="radio"/> (Augmentations	41,458
GIS 2021			Type	<input type="radio"/> Master Services		
	CIP Project #	none			Total Budget	61,053
2021.001	Domenichelli & Assoc	3/19/21		<input checked="" type="radio"/> Yes <input type="radio"/> No	Initial Budget	
Services		3/19/24	Contract	<input type="radio"/> Standard Agreement <input type="radio"/> (Augmentations	
Engineering & Const Insp			Type	<input checked="" type="radio"/> Master Services		
	CIP Project #	none			Total Budget	0
2020.002	Richardson & Company	9/20/20	5 Years	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	26,350
Services		9/20/25	Contract	<input checked="" type="radio"/> Standard Agreement <input type="radio"/> (Augmentations	
Auditing Services			Type	<input type="radio"/> Master Services		
	CIP Project #	none			Total Budget	26,350
2020.001	Pitney-Bowes	6/24/20	5 Years	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	483
Services		6/24/25	Contract	<input checked="" type="radio"/> Standard Agreement <input type="radio"/> (Augmentations	
Stamp Machine			Type	<input type="radio"/> Master Services		
	CIP Project #	none			Total Budget	483
2018.001	Clark Pest Control	11/11/18	6 years	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	
Services		11/10/24	Contract	<input type="radio"/> Standard Agreement <input type="radio"/> (Augmentations	
Pest Control			Type	<input type="radio"/> Master Services		
	CIP Project #	none			Total Budget	0
2017.001	Brower	6/19/17	Ongoing	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	
Services			Contract	<input type="radio"/> Standard Agreement <input type="radio"/> (Augmentations	
Quarterly Maintenance			Type	<input type="radio"/> Master Services		
	CIP Project #	none			Total Budget	0
2013.001	ALAIT aka ITS	3/1/13	Ongoing	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	
Services			Contract	<input type="radio"/> Standard Agreement <input type="radio"/> (Augmentations	
IT Services			Type	<input checked="" type="radio"/> Master Services		
	CIP Project #	none			Total Budget	0
2011.001	ABDi	9/22/11	Ongoing	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	
Services			Contract	<input type="radio"/> Standard Agreement <input type="radio"/> (Augmentations	
Gate and Patrol Security Software			Type	<input checked="" type="radio"/> Master Services		
	CIP Project #	none			Total Budget	0
2005.001	Sacramento County Waste Management	8/24/05	10 years	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	
Services		10/31/15	Contract	<input type="radio"/> Standard Agreement <input type="radio"/> (Augmentations	
Waste Collection Services			Type	<input type="radio"/> Master Services		
	CIP Project #	none			Total Budget	0
2004.001	Murieta Village	1/1/04	Ongoing	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget	
Services			Contract	<input type="radio"/> Standard Agreement <input type="radio"/> (Augmentations	
Key Services			Type	<input type="radio"/> Master Services		
	CIP Project #	none			Total Budget	0

2000.001	Rancho Murieta Association	6/6/20	Ongoing	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget
Services					
Security Services					
	CIP Project #	none			
			Contract Type	<input type="radio"/> Standard Agreement <input type="radio"/> Master Services	Augmentations
					Total Budget
					0
1988.001	Rancho Murieta Country Club	5/16/88	Ongoing	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget
Services					
Reclaimed Water with Country Club		5/15/28			
	CIP Project #	none			
			Contract Type	<input type="radio"/> Standard Agreement <input type="radio"/> Master Services	Augmentations
					Total Budget
					0
1956.001	Cosumnes Irrigation Association	4/30/56	Ongoing	<input type="radio"/> Yes <input type="radio"/> No	Initial Budget
Services					
CIA Ditch		12/16/27			
	CIP Project #	none			
			Contract Type	<input type="radio"/> Standard Agreement <input type="radio"/> Master Services	Augmentations
					Total Budget
					0

Report of 22 2024 INFORMATION REQUESTS COMPLETED OR IN PROCESS TO DATE

17 PRAs

11 COMPLETED PRA REQUESTS

Request ID	Name of Requester	Question or Request	Request Type	Date Completed Status Year of Request
2024.018	Betty Ferraro	All records of presentation to the Board during her term on Basin 5.	PRA	10/7/2024 Completed 2024
Status <input checked="" type="radio"/> Completed <input type="radio"/> In Process <input type="radio"/> NRR		Answer		
2024.016	Janis Eckard	All Maddaus Water Management (MWM) recycled water pie charts from May 30, 2024 Town Hall; All docs used by MWM to determine drought conservation measures including but not limited to how long the drought conservation will last per 2024 IWMP. All docs used to determine evaporation & water seepage rate in Lakes Chesbro & Calero. All docs used by MWM & Adkins to determine when conservation measures begin & how long they last. All docs used to determine equivalent dwelling unit	PRA	7/19/2024 Completed 2024
Status <input checked="" type="radio"/> Completed <input type="radio"/> In Process <input type="radio"/> NRR		Answer		
2024.015	Richard Gehrs	Copy of Contract(s) or agreement(s) and amendments with Akins Engineering & Surveying and Maddaus Water Management for the preparation of a new or revised Integrated Water Master Plan that is currently in progress	PRA	6/13/2024 Completed 2024
Status <input checked="" type="radio"/> Completed <input type="radio"/> In Process <input type="radio"/> NRR		Answer		
2024.012	Richard Gehrs	The attached email from Dale Schell was part of the CSD Board Meeting (May 15, 2023) materials (CORRESPONDENCE). I want a copy of Nov 2023 letter sent to Tracy, HOA Manager, Murieta Village detailing what lines CSD will/will not manage moving forward.	PRA	5/23/2024 Completed 2024
Status <input checked="" type="radio"/> Completed <input type="radio"/> In Process <input type="radio"/> NRR		Answer		
2024.011	Richard Gehrs	Copy of the settlement agreement that resolved the lawsuit by Paula O'Keefe	PRA	5/14/2024 Completed 2024
Status <input checked="" type="radio"/> Completed <input type="radio"/> In Process <input type="radio"/> NRR		Answer		

2024.010	Richard Gehrs	Question or Request	Copy of announcement referred to in the attached copy of an article from April 26, 2024 issue of the River Valley Times. It says, CSD "issued an April 22 announcement stating it had reached resolution in two lawsuits filed by former employees."	PRA	5/14/2024	
Status	Answer				2024	
<input checked="" type="radio"/> Completed						Completed
<input type="radio"/> In Process						
<input type="radio"/> NRR						
2024.009	Roger Formanek	Question or Request	Form 700 (Statement of Economic Interest) filings, plus schedules for the time period from January 1, 2020, through December 31, 2024, for the following positions: Board Directors, General Manager, Director of Finance and Administration, District Secretary, head of security, Director of Operations, Utilities Supervisor, Chief of Plant Operations.	PRA	5/14/2024	
Status	Answer				2024	
<input checked="" type="radio"/> Completed						Completed
<input type="radio"/> In Process						
<input type="radio"/> NRR						
2024.007	Dan Gamon	Question or Request	All Water-related (stormwater, septic, groundwater/surface water sampling, etc.) records for 7200 Lone Pine Drive, Sloughhouse, CA, Murieta Equestrian Center	PRA	4/30/2024	
Status	Answer				2024	
<input checked="" type="radio"/> Completed						Completed
<input type="radio"/> In Process						
<input type="radio"/> NRR						
2024.006	Claudia Lomeli	Question or Request	Any incident and/or fire department records, 911 audio and CAD logs from October 5, 2023 at the Equestrian Center.	PRA	3/5/2024	
Status	Answer				2024	
<input checked="" type="radio"/> Completed						Completed
<input type="radio"/> In Process						
<input type="radio"/> NRR						
2024.005	Richard Gehrs	Question or Request	Unredacted CSD security log including all entries between October 1, 2023 and January 16, 2024. Please note that I am requesting and UNREDACTED copy.	PRA	2/15/2024	
Status	Answer				2024	
<input checked="" type="radio"/> Completed						Completed
<input type="radio"/> In Process						
<input type="radio"/> NRR						
2024.001	Deltek Public	Question or Request	Project Name: Capital Improvement Planning and Water & Wastewater Rate Study Bid Number: n/a; Due Date: 7/12/23; Contract Number: n/a Awarded Vendor Name, Address, Phone, Award Amount: Start and End Date of Contract: Continuing Contract Terms: Contract Document - all info in the shared doc	PRA	1/10/2024	
Status	Answer				2024	
<input checked="" type="radio"/> Completed						Completed
<input type="radio"/> In Process						
<input type="radio"/> NRR						

3 IN PROCESS PRA REQUESTS

Request ID	Name of Requester	Request Type	Date Completed	Status	
2024.021	Mimi	PRA		In Process	
Status	Answer			2024	
<input type="radio"/> Completed					
<input checked="" type="radio"/> In Process					
<input type="radio"/> NRR					

2024.01	Janie Collier	Question or Request	All int./ext. communication records 1/1/2010-present, referring/relating to: (1) IWMP being prepared as of 9/9/24;(2) meetings of District's Bd & District's consultant(s) re IWMP;(3)any WSAs prepared or contemplated by District;(4) water supply forecasting for District;(5) District's diversion/use under its water rights;(6) District's petitions to extend time to perfect its water rights; (7) availability or nonavailability of water supplies for developments contemplated by 670 &RN FSAs: (8) satisfaction or	PRA	In Process
Status	Answer				2024
<input type="radio"/> Completed					
<input checked="" type="radio"/> In Process					
<input type="radio"/> NRR					

2024.008	Stephen Booth	Question or Request	Governing documents that mandate CSD to provide water for future development	PRA	5/8/2024
Status	Answer				In Process
<input type="radio"/> Completed				2024	
<input checked="" type="radio"/> In Process					
<input type="radio"/> NRR					

2 NRR PRA REQUESTS

Request ID	Name of Requester		Request Type	Date Completed Status Year of Request
------------	-------------------	--	--------------	---------------------------------------

2024.019	Mary Nga	Question or Request	any and all documents and records related to T & S Construction, Inc. from 1960 to 2004, including bids and work related to underground piping work, including but not limited to installation and removal of asbestos-containing pipes for water, sewage, irrigation and drainage.	PRA	11/1/2024
Status	Answer				NRR
<input type="radio"/> Completed				2024	
<input type="radio"/> In Process					
<input checked="" type="radio"/> NRR					

2024.015	Jay Posey	Question or Request	Is there any documentation on the specific agreement and responsibilities the district made when they absorbed Murieta Village water and sewer system into the district.	PRA	9.11.2024
Status	Answer				NRR
<input type="radio"/> Completed				2024	
<input type="radio"/> In Process					
<input checked="" type="radio"/> NRR					

1 WITHDRAWN PRA REQUESTS

Request ID	Name of Requester		Request Type	Date Completed Status Year of Request
------------	-------------------	--	--------------	---------------------------------------

2024.002	Susan Kim Igo	Question or Request	Any incident and/or fire department records, 911 audio and CAD logs from October 5, 2023 at the Equestrian Center.	PRA	2/20/2024
Status	Answer				Withdrawn
<input type="radio"/> Completed				2024	
<input type="radio"/> In Process					
<input type="radio"/> NRR					

2 Bd MTG QUESTIONS

2 COMPLETED Bd MTG QUESTION REQUESTS

Request ID	Name of Requester		Request Type	Date Completed Status Year of Request
------------	-------------------	--	--------------	---------------------------------------

2024.004	Richard Gehrs	Question or Request	Where will Dash Cam Footage be stored?	Bd Mtg Question	2/5/2024
Status	Answer				Completed
<input checked="" type="radio"/> Completed				2024	
<input type="radio"/> In Process					
<input type="radio"/> NRR			The District has purchased its own dash cam, the footage from which will be stored on a District server.		

2024.003	Richard Gehrs	Who will own Dash Cams RMA gives us? The District has purchased its own dash cam, the footage from which will be stored on a District server.	Bd Mtg Question	2/5/2024 Completed
Status <input checked="" type="radio"/> Completed <input type="radio"/> In Process <input type="radio"/> NRR		Question or Request	Answer	2024
The District has purchased its own dash cam, the footage from which will be stored on a District server.				

1 LETTERS

1 IN PROCESS LETTER REQUESTS

Request ID	Name of Requester		Request Type	Date Completed Status Year of Request
2024.021	Janis Eckard	Please verify all connection numbers and make the necessary corrections.	Letter	In Process 2024
Status <input type="radio"/> Completed <input checked="" type="radio"/> In Process <input type="radio"/> NRR		Question or Request	Answer	
The District has purchased its own dash cam, the footage from which will be stored on a District server.				

2 OTHERS

2 COMPLETED OTHER REQUESTS

Request ID	Name of Requester		Request Type	Date Completed Status Year of Request
2024.014	Mike Martel	What are the current rates?	Other	5/22/2024 Completed 2024
Status <input checked="" type="radio"/> Completed <input type="radio"/> In Process <input type="radio"/> NRR		Question or Request	Answer	
The District has purchased its own dash cam, the footage from which will be stored on a District server.				
2024.013	Mike Martel	How is the water augmentation reduction calculated and from where did it originate?	Other	5/21/2024 Completed 2024
Status <input checked="" type="radio"/> Completed <input type="radio"/> In Process <input type="radio"/> NRR		Question or Request	Answer	
The District has purchased its own dash cam, the footage from which will be stored on a District server.				

MEMORANDUM

Date: December 18, 2024

To: Board Meeting

From: Mark Matulich, Director of Finance and Administration

Subject: Finance Report

FINANCIAL RESULTS FY 24-25:

A report on financial results for the first half of FY 24-25 will be presented at the January 2025 board meeting.

STATE OF ACCOUNTING:

1. FY 21-22 accounting is ready for audit, and audit procedures began on December 16th.
2. A full-service accounting software package is needed to ensure accurate and timely financial reporting going forward. Staff identified Caselle as an excellent option to replace the District's current roster of siloed systems that do not "talk to each other" and in the case of the accounting software is not made to do accounting for a special district doing fund accounting.

CASH AND INVESTMENTS:

Balances of Cash and Investments:

As of 11/30/2024, the balances in the District's cash and investment accounts totaled approximately \$15.2 million, and the District recognized interest and investment earnings of over \$305k.

Rancho Murieta CSD Cash and Investments 11/30/2024

	Balance	Earnings	
Bannner - CDs	\$ -	\$ 56,264	4.50%
Banner - Money Market and Checking	\$ 5,415,259	\$ 41,706	4.87%
CAMP	\$ 720,890	\$ 14,613	4.79%
CA CLASS	\$ 9,109,286	\$ 192,678	4.81%
Total	\$ 15,245,435	\$ 305,262	

Director of Operations - Staff Report

Date: December 18, 2024
 To: Board of Directors
 From: Eric Houston, Director of Operations
 Subject: November Operations Report

WATER

Water Treatment Facility

November 2024 Drinking Water Production Data (in gallons)

<u>Totals</u>	28,503,000	11,564,000
<u>Minimum</u>	680,000	506,000
<u>Maximum</u>	1,283,000	875,000
<u>Average</u>	950,100	680,235

Plant two is online while plant one is undergoing membrane replacements and cleaning.

Water Consumption

As of November 30, 2024, the total potable water production for 2024 is 523 MG or 1,605 acre-ft. Raw Water Storage & Delivery

Table 1. Current water and wastewater storage as of November 27, 2024

	acre-ft November 27, 2024	acre-ft full	MGal November 27, 2024	MGal Full	%full
Clementia Storage	858.4	907.1	279.7	295.5	94.6%
Chesbro Storage	776.9	1027.0	253.1	334.6	75.6%
Calero Storage	1152.9	2323.2	256.1	756.9	49.6%
Total Raw Water Available for Potable Treatment	1929.7	3350.3	509.2	1091.5	57.6%
Total of all Raw Water Reservoirs	2788.1	4257.4	788.8	1387.0	65.5%
Wastewater Storage Reservoir available for production	165.9	796.3	54.0	254.6	20.8%

Project Updates

Calero/Chesbro Raw water Line Repair

Cost: \$254,573.09

Work is complete and the line has been utilized to pump raw water into storage during November.

Recycled Water Line Repair.

Work is complete, the District is still waiting on invoicing of costs.

Granlees Dam Safety Improvements

Design Cost: \$92,000

CEQA Documentation: \$10,000

Construction Cost: \$489,541.18

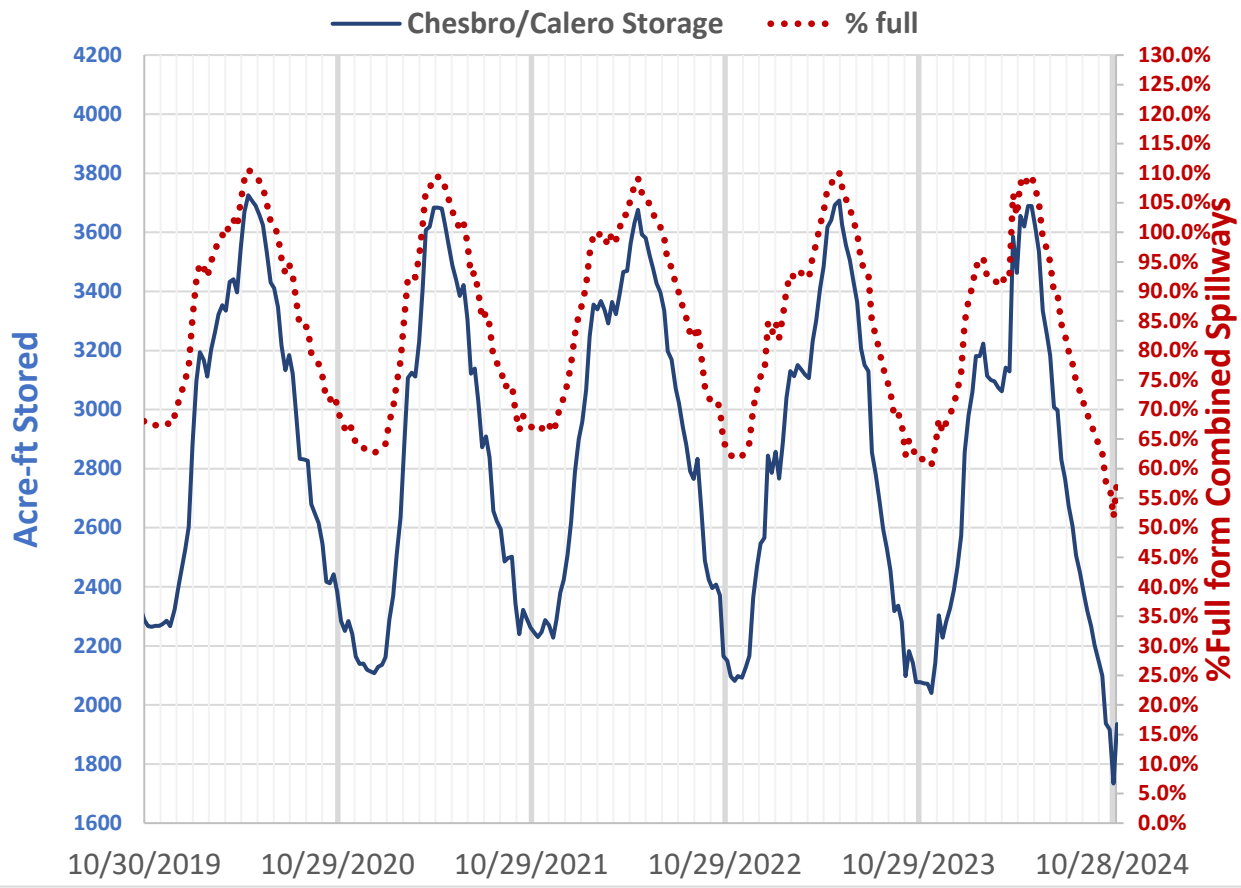
Total Estimated Cost: \$750,000

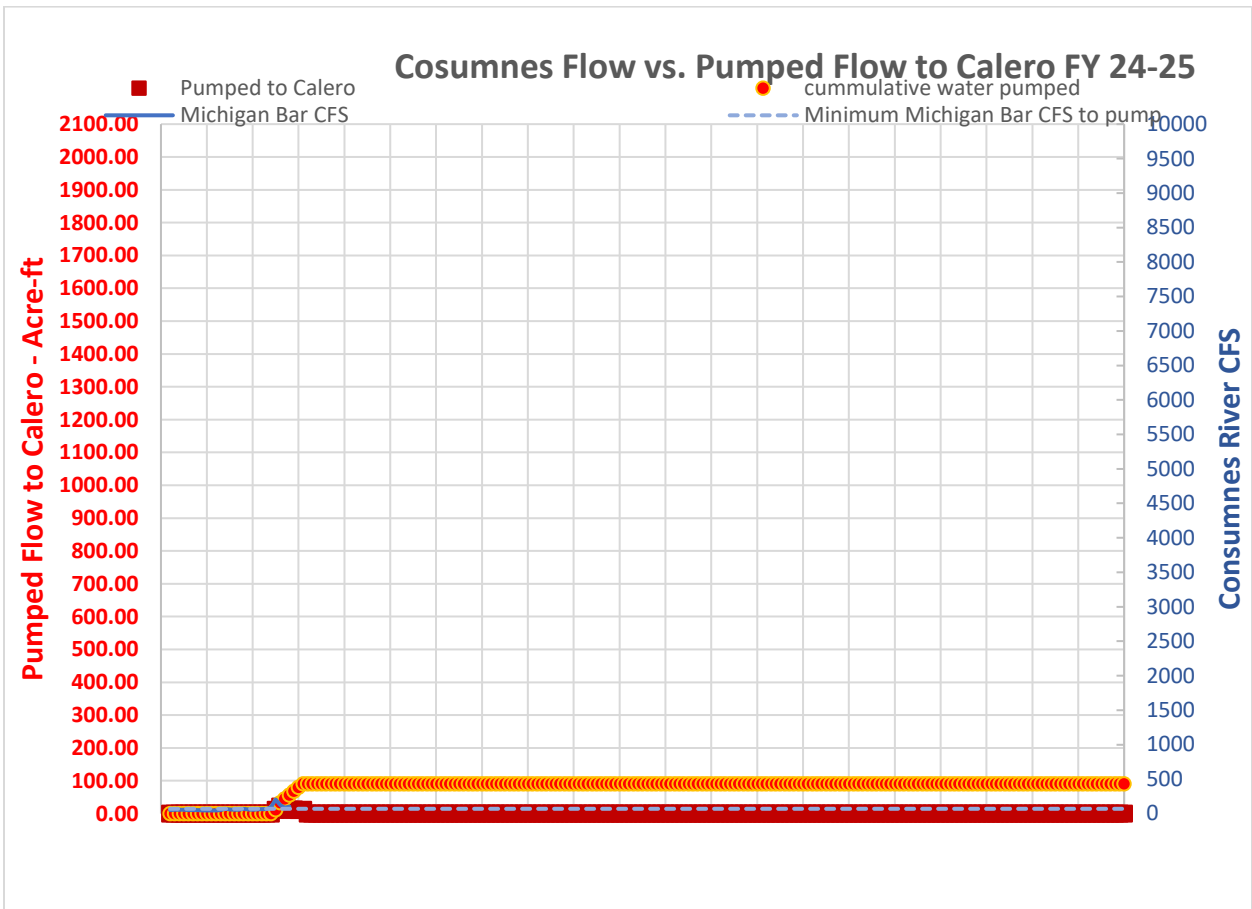
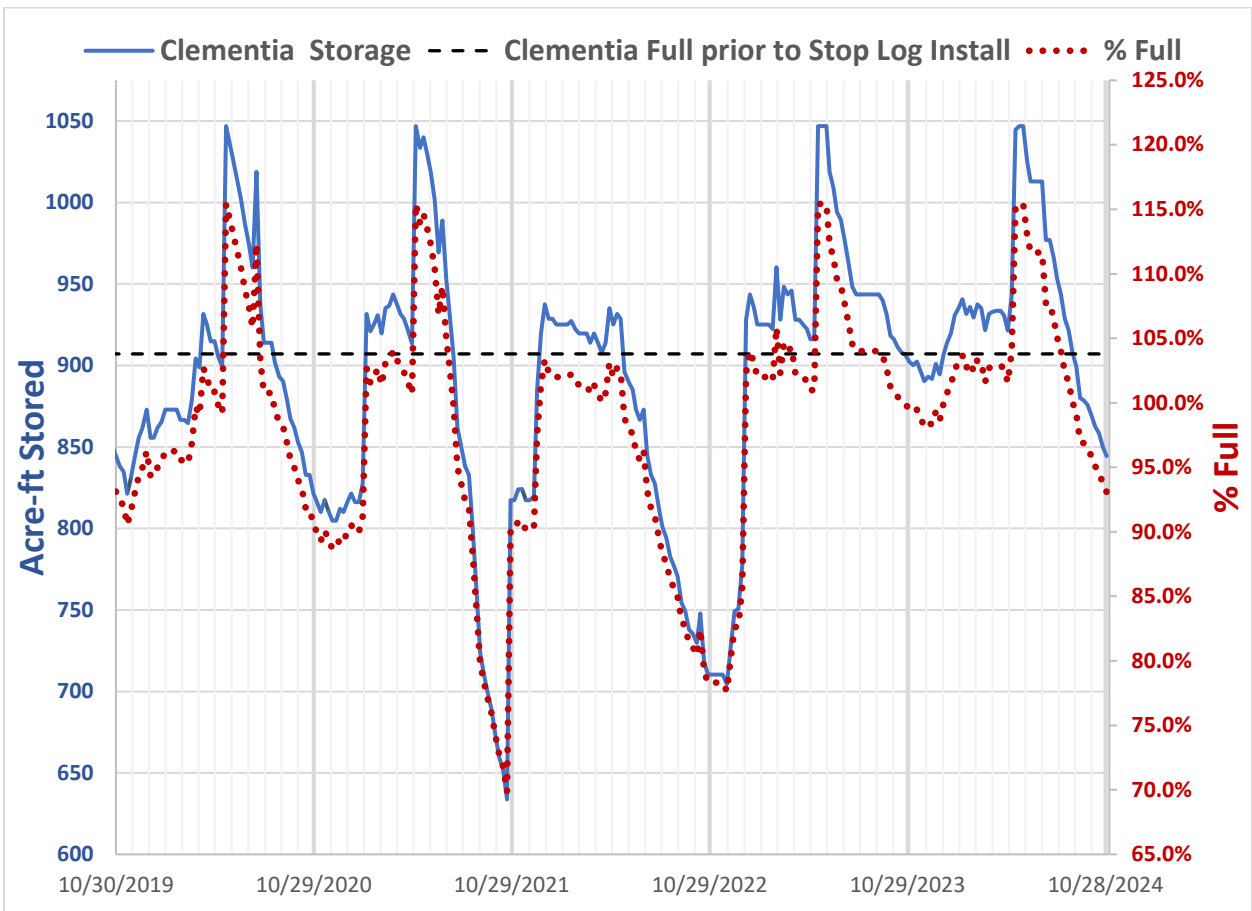
\$158,458.82 under budget

The work is completed District staff are just waiting for the final billing from the construction contractor.

Water Treatment Plant #2 Filter Bed Rehab & Wastewater Treatment Plant Sodium Hypochlorite Conversion

Project kickoff meeting was held Monday December 9th. Contractor to review chlorine Emergency Response Procedures and document training of staff on the District's procedures. Electrical demo work may begin next week depending on the weather. Discussion on work times and construction staff staging area.





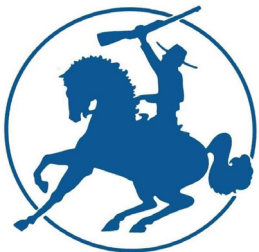
SEWER

Wastewater Facility

The tertiary process of the wastewater facility is currently offline. The current average influent flow to the wastewater facility for September was 0.375 million gallons per day.



Amador Water Agency, Wastewater Master Plan



PREPARED FOR RANCHO MURIETA COMMUNITY DISTRICT

**CAPITAL IMPROVEMENT PLANNING AND
WASTEWATER RATE STUDY CONSULTING SERVICES**

Rancho Murieta, California

JUNE 26, 2023

Table of Contents

Letter of Interest	1
Project Understanding and Approach	2
Relevant Experience	6
Key Personnel	12
Proposed Scope of Services	15
Conflict of Interest Statement and Contractual Review	22





El Dorado Hills

3840 El Dorado Hills Blvd
Suite 301
El Dorado Hills, CA 95762

June 26th, 2023

Michael Fritschi
Director of Operations
Rancho Murieta Community Services District
15160 Jackson Road
Rancho Murieta, California 95683

Subject: Request for Proposal for Capital Improvement Planning and Wastewater Rate Study Consulting Services

Dear Mr. Michael Fritschi:

As the Rancho Murieta Community Services District (RMCS D) looks to embark on a successful Capital Improvement Planning and Water and Wastewater Master Planning Rate Study effort, Lumos & Associates (Lumos) is excited to submit our qualifications for the RMCS D's consideration. Our team is best suited to the needs of RMCS D because we bring you expertise in both engineering and economics, providing you with not only the technical expertise required but equally important, a practical approach to funding the water and wastewater future of RMCS D.

Often agencies hire consultants to prepare a Capital Improvement Plan, and the resulting plan ends up as a monument to the consultant's expertise and technical skill. The agency is then presented with an extensive list of expensive capital projects that leaves the agency with no clear path to execution, and no prioritization of what is truly needed versus what would be nice to have.

Our approach is different. We will listen to the needs of RMCS D, provide input and recommendations where warranted, and develop a Capital Improvement Plan for RMCS D that is practical and balanced with respect to the fiscal impacts on ratepayers. Our concept is to help portray the infrastructure needs in a manner that shows a path forward for RMCS D staff and its Board to achieve the most impactful components of the Capital Improvement Plan.

We have assembled the following team to assist RMCS D with its Capital Improvement Planning and Water and Wastewater Rate Study. Leading the project is our Project Manager, **Jonathan Lesperance, P.E.** with support from our Assistant Project Manager, **Cami Jackson, P.E.**, who has worked extensively with RMCS D in the past. Jonathan has extensive experience with water and wastewater capital improvement planning, including most recently the Amador Water Agency's inaugural wastewater master plan study. A key member of our team is a regionally renowned economic consultant, **Catherine Hansford** of Hansford Economic Consulting (HEC). Catherine is an expert in her field, having provided water and sewer rate studies for multiple agencies across Northern California. Catherine's extensive experience throughout California will help the District successfully navigate the Prop 218 process and implementation of the rate study. Coincidentally, one of Catherine's first projects was assisting RMCS D with a rate assessment years ago. Catherine and Lumos have a long history of working together, including the recent Amador Water Agency Wastewater Master Plan Study.

Our team provides RMCS D with balanced expertise in engineering and economics to successfully complete this project. We look forward to working with you and your team at RMCS D. Lumos & Associates accepts RMCS D's Special Conditions and we are agreeable to RMCS D's Agreement for Consultant Services provided in Attachments 1 and 2 of the RFP. In addition, our response follows the Final Request for Qualifications document and instructions, received on May 25th, 2023. To our knowledge, no addenda was issued through this RFP process. We look forward to working with you on this project. If you have any questions, please do not hesitate to contact me at 775.883.7077 or via email at trussell@LumosInc.com.

Sincerely,

Tim Russell, P.E.
Engineering Division Director

1 Project Understanding and Approach

Firm Overview Lumos & Associates

Designing and constructing projects that improve and enhance the quality of life for generations to come, is what inspires our team at Lumos & Associates to tackle the day. Our team of professionals incorporate their skills, passion and dedication to the community they serve, and create new and innovative solutions for our clients. Lumos & Associates fosters a constructive work culture built on collaboration.

Our communities are reliant on safe water supply making it a critical and essential public works issue. Lumos & Associates has over 45 years of providing providing quality engineering services for water and wastewater infrastructure. Including our Master Planning efforts that help prioritize the need and investments into maintaining systems that are dependable, cost-effective, and meet or exceed state and Federal regulations.



We are inspired problem solvers building a legacy of excellence in our communities. Through civil engineering, surveying, geotechnical engineering, construction services, and structural engineering, we, together with our clients, improve the communities where our families live, work and play.

Lumos & Associates was founded in Nevada’s capital, Carson City, with four additional offices in El Dorado Hills, Lake Tahoe, Reno, and Fallon. Uniquely, all of Lumos’ Shareholders are current Lumos Employees. We serve clients throughout the Western United States in both rural and urban settings and employ over 100 highly-skilled professionals.

- ▶ **Firm Capabilities**
- Civil Engineering
- Surveying
- Geotechnical & Construction Services
- Structural Engineering

- ▶ **Lumos At-a-Glance**
- Established in 1978
- Over 100 employees
- 5 office locations
- 3 fully-equipped, AASHTO Accredited Laboratories

Hansford Economic Consulting LLC

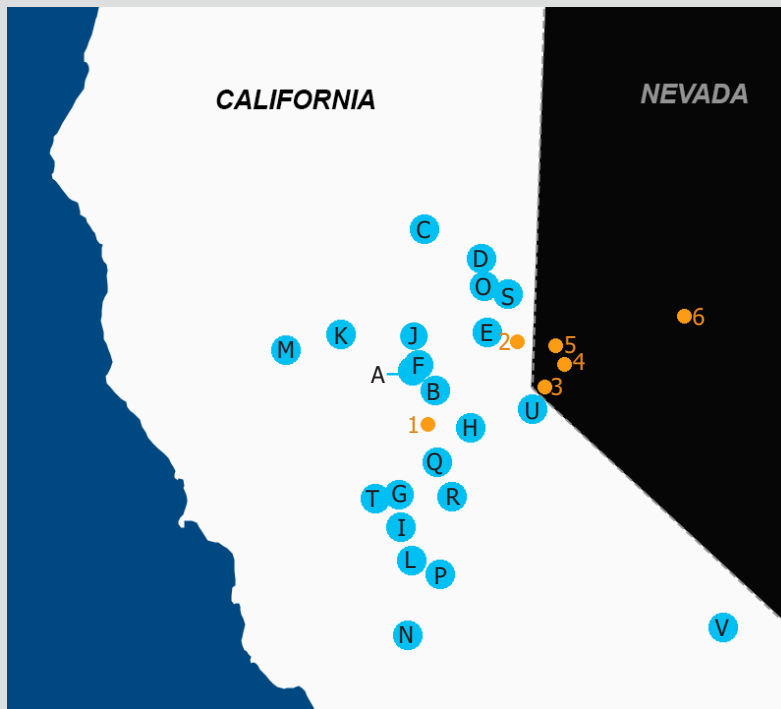
Hansford Economic Consulting LLC (HEC) provides planning, economic, and financial services for public and private clients in the Western United States. The company is owned and managed by Catherine Hansford, an experienced applied economist who specializes in water utilities finance in California. HEC clients include regional agencies, counties and cities, special districts, non-profits, private entities, and homeowner associations. Our high-quality work products span a breadth of land and water resource related topics that touch human communities and environments. HEC endorses progressive and adaptive planning, understanding that plans are useful only if they are comprehensive, relevant to the specific local conditions, and lead to implementation.

Project Team Strengths

Our Project Team carries these core strengths:

- Effective Communicators
- Over four decades of combined water/wastewater infrastructure experience, specifically in rural and smaller communities.
- Decades of direct experience in municipal finance, planning, and economic services.
- Specialization in Water/Wastewater utilities master planning and public finance.
- A large team with depth of resource but small enough to be a true partner that is hands-on and readily accessible.
- Our team has a large portfolio of completed rate, user fee, development impact and connection fee, and water and wastewater utility Capital Improvement Planning.
- Proven success with USDA and SRF funding applications and administration of funds for small water utility providers.
- Our team has experience working together on recent and ongoing Master Planning and Fee/Rate studies for small communities.

The Lumos team brings a proven track record that demonstrates our quality, capability, and previous partnerships to deliver rural utilities with expert capital improvement planning and rate studies.



Key
● Location of Project Experience
● Office Location

Recent Rate Study/CIP/Master Planning Experience in California

- A** Midway Heights CWD Water Rate Study
- B** Georgetown Divide PUD Wastewater Rate Study
- C** American Valley CSD Water & Wastewater Rate and Fee Study
- D** Gold Mountain CSD Water & Wastewater Rate and Fee Study
- E** Donner Summit PUD Water & Wastewater Rate and Fee Study
- F** Heather Glen CSD Water Rate Study
- G** Lockeford CSD Water Rate Study
- H** Grizzly Flats CSD Water Rates and Fees Study
- I** Linden County Water District Water & Wastewater Rate Studies
- J** City of Colfax Wastewater Rate Study
- K** City of Live Oak Water & Wastewater Rate Studies
- L** City of Escalon Water & Wastewater Rate Studies
- M** City of Williams Water & Wastewater Rate Studies
- N** City of Newman
- O** Sierra County Water Works District #1 Water Rate Study
- P** City of Waterford Water Rate Study
- Q** Amador Water Agency Wastewater Systems Wastewater Connection Fees/CIP
- R** Calaveras PUD Water Fees Study/CIP
- S** Sierraville PUD Water Fees Study
- T** Woodbridge Sanitary District Wastewater Rate Study
- U** Lukins Brothers Water Company CIP
- V** Bishop Area Wastewater Authority CIP

Our Office Locations allow us to deploy resources effectively.

- 1** Lumos & Associates | El Dorado Hills, CA
- 2** Hansford Economic Consulting | Truckee, CA
- 3** Lumos & Associates | Lake Tahoe, NV
- 4** Lumos & Associates | Carson City, NV
- 5** Lumos & Associates | Reno, NV
- 6** Lumos & Associates | Fallon, NV

Project Understanding

The Rancho Murieta Community Services District (RMCS D or District) provides water, wastewater, and recycled water services to the residents and businesses in the Rancho Murieta community. We understand that the District wishes to complete a successful Capital Improvement Planning and Rate Study for its water and wastewater resources. We understand that success for the District will include successful completion of the Proposition 218 notice period leading to the adoption of new and sufficient rates to provide financial solvency for its three water enterprise funds (water, recycled water, and wastewater). Further, we understand that a successful project will include the development of a capital improvements and reserve database with a planning horizon of 20 years.

The RMCS D needs to assess its financial health, accounting for existing and future financial requirements of both water and wastewater systems. Based on that assessment, the Study objectives are to calculate a schedule of the three different types of water and wastewater fees charged by the District described below. In addition, a financing plan for capital facilities costs over the next five to ten years will be included in the Study.

► Existing Customer Monthly Rates

The Study will calculate five years of water and wastewater rates (including recycled water) that will ensure the financial stability of the enterprise funds during normal and drought conditions, collecting the revenue required to operate the utilities in a safe manner and in compliance with existing and anticipated regulations. Revenues will pay for ongoing operations and maintenance, completion of rehabilitation projects and new capital improvement projects, and any debt service payments (current and/or planned).

The cost allocation methodologies used for the cost of service and calculation of rates will adhere to legal requirements of the California Constitution to demonstrate that customer groups are paying for their proportionate share of the utility systems' costs. The final proposed rates will be adopted pursuant to the Proposition 218 Omnibus Implementation Act.

► Administrative and Operational Fees

The Study will calculate a comprehensive set of administrative and operational fees applicable throughout the RMCS D service territory. Examples of such fees are water turn on fees and sewer connection inspections. These fees are one-time regulatory fees adopted under the authority of Proposition 26, which exempts these fees from being classified as taxes.

► New Customer Fees and Charges

The Study will calculate a schedule of fees and charges applicable to new development pursuant to the Mitigation Fee Act, Government Code section 66013. These one-time fees are exempt from being classified as taxes under Proposition 26, and they are not subject to the requirements of Proposition 218.

We recommend that RMCS D educate ratepayers about these vital public utility services and inform the public about the rate study, its preliminary findings and rate examples prior to initiating a Proposition 218 process. Upfront communication will increase public understanding and acceptance about the need to adjust RMCS D's utility rates.

Utility rates must be studied on a routine basis to ensure that the utility enterprise funds are achieving revenue sufficiency in the most equitable fashion. Any recommended increases must be robust in determination and clearly understood by the public. The Lumos team anticipates that equity of rates will be closely scrutinized; standard industry practices will be followed in the rate-setting process. The Lumos team is knowledgeable in the requirements of Proposition 218 and will ensure that California legal requirements are met. Recommended rates, fees, and charges will be designed to achieve reasonableness, equity among customer groups, and compatibility with the District's billing software, and will be both understandable and easy to implement.

Our goal is to enable the District to make informed decisions and to increase customer understanding and knowledge of the water and wastewater services so that financial decisions are understood, even if they are not favored. The Lumos Team's methodology focuses on all parties paying their fair share of system costs ensuring that one customer group is not subsidizing another.

Whenever ratepayers are going to be financially impacted, it's better to communicate and educate early in the process. Additionally, it's best to give them an opportunity to comment during the process before new rates are adopted. Early outreach helps build trust and ultimately assists with gaining acceptance for the new rates with little opposition. Part of the education effort is bringing these "hidden" utilities out in the open. How water is safely treated and delivered or what happens when a toilet is flushed or sink emptied is often overlooked by ratepayers. Customers are typically not aware of the projects or operations and maintenance efforts required to keep utilities running in compliance with local, state and federal regulations. These are some of the critical messages to be conveyed prior to a rate adjustment.

We recommend that RMCS D educate ratepayers about these vital public utility services and inform the public about the rate study, its preliminary findings and rate examples prior to initiating a Proposition 218

process. Upfront communication will increase public understanding and acceptance about the need to adjust RMCS D’s utility rates.

Work Plan Approach

The Lumos team proposes dividing the work program into four steps:

Step 1 Capital Improvement Planning	Step 2 Perform Rate and Fee Calculations	Step 3 Implementation	Step 4 Public Outreach
<p>The Lumos team will develop a comprehensive capital improvement plan and infrastructure inventory. The capital improvement plan will identify the existing conditions, needed improvements, and future expansion requirements for the water, wastewater, drainage, security, and supporting infrastructure. For the infrastructure inventory the Lumos team will use existing District GIS data to categorize the District’s existing assets to develop a database for use in reserve planning.</p>	<p>The Lumos team will conduct the analysis and provide all the deliverables for the water and wastewater rates, fees, and charges.</p> <p>The Lumos team will present the draft and final Study report(s) for the RMCS D Board of Directors (Board)’s consideration.</p>	<p>The Lumos team will assist with drafting public notices that are required for updated fees and charges. The proposed rates schedule must be mailed to every property owner of record at least 45 days prior to the public hearing for the fees to be adopted pursuant to Proposition 218. The administrative and operational fees, and the new development fees and charges, must only be noticed in the newspaper of local circulation.</p>	<p>The Lumos team will work closely with the District to communicate effectively with the customer base the reasons for fee adjustments, including proposed changes in rate structures, if necessary. The goal is to make proceedings as transparent as possible.</p>

Project Schedule

It will likely take about five months to bring the Draft Final Rate Study report forward to the Board. The timing depends on the availability of data in electronic format, status of the CIP, how many rate designs are modeled, and available Board meeting dates. Timing of adoption of the proposed rates, fees and charges depends on which section of the California Constitution they are adopted under. With inclusion of a 45-day waiting period before the public hearing, the rates will not be adopted until about two months after the Draft Final Rate Study report is presented to the Board.

The schedule assumes concurrent adoption of the utility rates with one public hearing to adopt all rate schedule changes. Public hearings for the regulatory fees and new development fees may occur concurrently or at separate Board meetings. Usually, agencies do not have the fee consultant present at the public hearing for the

regulatory and new development fees, and this proposal assumes that HEC will not be present for these public hearings, unless they occur when HEC is present for Board meetings addressing the rates.

The preliminary schedule assumes that the process goes smoothly, allowing for the Final Rate Study report to be complete by mid-March 2024. HEC thinks implementation of new rates by July 1, 2024 is feasible, allowing the District sufficient time to make billing software changes to implement the new fee schedules. If revisions to the CIPs are required, water and wastewater fees are implemented on separate tracks, or other items delay the Draft Rate Study report, the timeline could shift. HEC is flexible to changes in schedule; it is quite common to need Special Board Meetings when undertaking rate and fee studies.

2 Project Experience

Lumos along with HEC, have proven experience working independently and together to deliver Water and Wastewater Planning projects for Clients like you. Catherine has first-hand experience of working at a water utility and understands the process necessary for adopting updated rates and charges. In addition to utility fee consulting, HEC has spearheaded strategic planning efforts to help agencies and communities define their goals and set achievable action items. These skills help with fee-setting, which is often a very difficult topic for decision makers.



Amador Water Agency Wastewater Master Planning

Prime Consultant

Lumos & Associates, Inc.

Relevance to this Project

Developed a comprehensive wastewater master plan for eleven (11) separate wastewater systems with a full economic analysis to fund the study's recommended capital improvement plan.

Project Description

Amador Water Agency (AWA) owns and operates multiple wastewater systems distributed across Amador County. These systems range from the upper mountain region down to the lower valley areas and include conventional gravity collection systems, Septic Tank Effluent Pumped (STEP) and Septic Tank Effluent Flow (STEF) systems, as well as multiple treatment and disposal systems. Additionally, AWA maintains 15 individual lift stations across its service area. AWA contracted with Lumos to prepare its first comprehensive wastewater master plan and develop a comprehensive Capital Improvement Plan (CIP) for near and long-term system improvements.

As part of the master planning process, Lumos collected, compiled, and managed decades worth

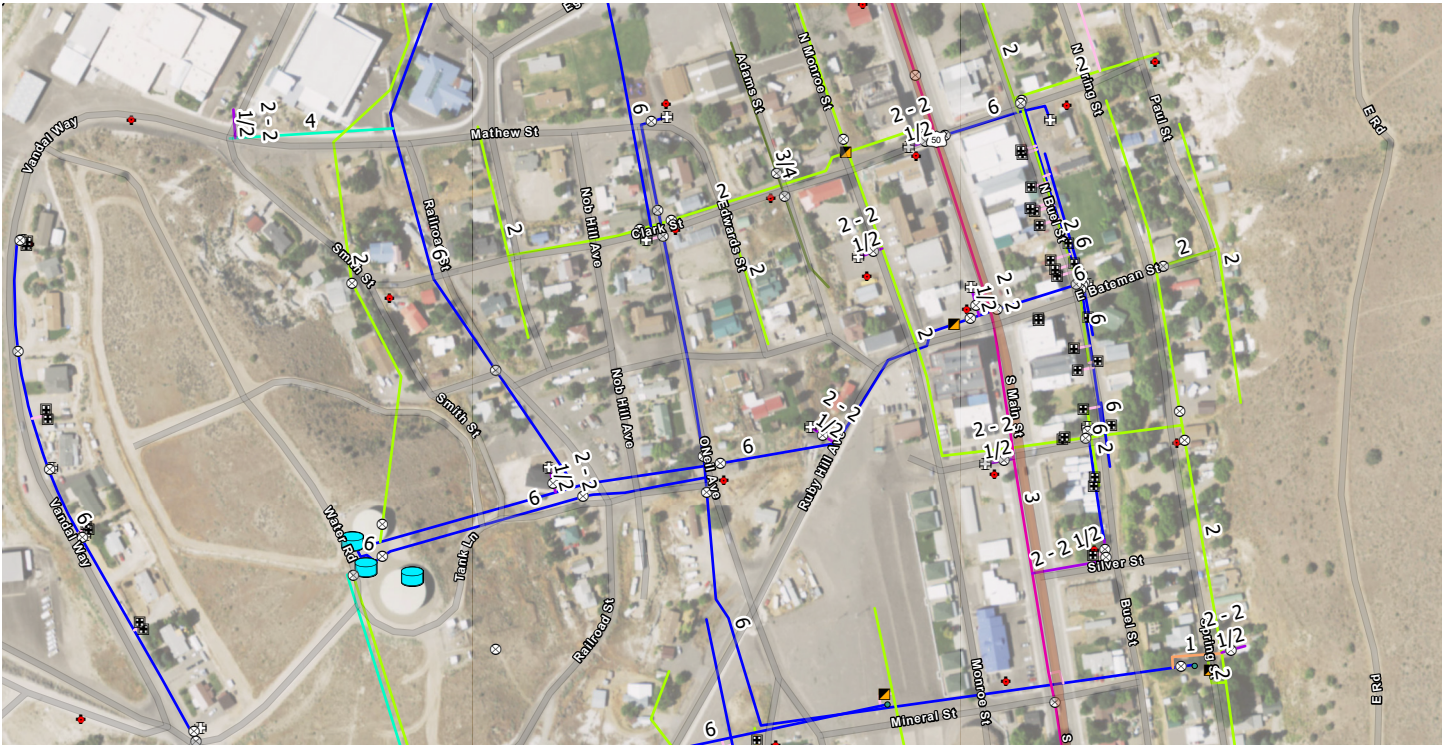
of available data from AWA including system flows, maintenance efforts, record drawings, billing summaries, and connection counts for each of the wastewater systems. Lumos also built new sewer models in a GIS platform for the conventional gravity systems, and provided mass balance and kinetic calculations for the STEF/STEP treatment systems as well as the partially mixed and aerated lagoon system. The Wildwood CLF was a part of this Master Planning prepared by Lumos.

The Lumos team also worked closely with Catherine Hansford to develop and economic analysis for the master plan, specifically to help AWA identify how to approach funding the CIP developed in the master plan. In addition, Catherine prepared recommendations for rate structures and capacity fees to facilitate the Study's CIP. Our final master plan and economic analysis was presented to the AWA Board of Directors at two workshops and was unanimously approved following the final presentation to the Board.

Owner Reference

Amador Water Agency
Brandt Cook

12800 Ridge Road | Sutter Creek, California 95685
t 209.223.3018 | e bcook@amadorwater.org



Eureka County Water Master Plan Update

Prime Consultant
Lumos & Associates, Inc.

Relevance to this Project
Lumos and HEC are working together to develop an updated Water and Sewer Master Plan and Rate Study to help fund the high-level CIP identified.

Project Description
Lumos has provided consulting services as County Engineer since 1987. Lumos and HEC are working to update the Water Master Plan after declining water levels have impacted groundwater well performance and the inability to maintain acceptable storage tank levels. Furthermore, the County's current water rates are not expected to be sufficient to cover current operational and maintenance expenses.

Through the Water System Master Plan update, Lumos is assessing the potential to consolidate the County's three (3) water systems – Crescent Valley, Devils Gate GID, and the Eureka Townsite water and wastewater systems for a projection of 20-years. The update includes an assessment of existing and future conditions, asset inventories and useful life estimates for each water system, a Capital Improvement Plan (CIP), and a Consolidation Plan & Alternatives for the three systems.

HEC will include a financing strategy and iterations of the financial models to examine the impact of the CIP developed by Lumos and utility rates. The financing strategy may include potential loans from the State and USDA and will examine the impact of potential consolidation of the Devils Gate GID water system with the Eureka Townsite water system. The Rate Study will provide an overview of the current state of repair of each of the utility systems (three water, one sewer), their current financial health, and projected financial needs for operations and CIP needs. The CIP financing strategy will describe how the CIP can be funded with recommended rates for the next three to five years will be provided. Costs in the Master Plan will be split between existing and future users. If appropriate, water and sewer connection fees will be developed for new customers.

Once completed, the Lumos Team will present the findings of the Draft Water System Master Plan and the Preliminary Economic Analysis to the Board of Commissioners in fall of 2023.

Owner Reference
Eureka County, Nevada
Jeb Rowley
701 S. Main Street
Eureka, Nevada 89316
t 775.237.5372 | e jrowley@eurekacountynv.gov



Great Basin Water Co., Integrated Resource Plan (IRP)

Prime Consultant

Lumos & Associates, Inc.

Relevance to this Project

Water and Wastewater Master Planning with coordination for Funding (via a separate consultant) for a Water Utility Company required by the Public Utility Commission of Nevada regulating private utilities.

Project Description

The Great Basin Water Co. (GBWC) contracted with Lumos & Associates to develop the 2021 Consolidated Integrated Resource Plan (IRP) of all four of their utility business divisions in Nevada. These divisions include the Cold Springs Division (Water System Only), Spanish Springs Division (Water System Only), Spring Creek Division (Water & Wastewater Systems), and Pahrump Division (Water & Wastewater Systems). An IRP is similar to a utility master plan and is required by the Public Utility Commission of Nevada (PUCN) every three

years for private utilities with annual revenues over \$1 million. Tasks in developing the IRP included condition assessments of existing infrastructure, a review of the historical water meter and sewer flow data for creating water demand and sewer flow forecasts, evaluation of the water and sewer systems for capacity to meet existing and future demands, hydraulic modeling of existing and proposed conditions, and development of near-term action plans (3-year timeline) and long-term preferred plans (20-year timeline) identifying critical projects to address insufficiencies and aging infrastructure. Other tasks included assistance in preparing written testimony for public hearings with the PUCN and Bureau of Consumer Protection (BCP) and responding to data requests from both agencies for technical information.

Owner Reference

Great Basin Water Co.

James Eason

1005 Terminal Way, Suite 294 | Reno, Nevada 89502
t 775.337.1001 | e james.eason@greatbasinwaterco.com

American Valley Community Services District Utility Rates, Capacity Fees and Administrative Fees Study

Prime Consultant

Hansford Economic Consulting LLC

Relevance to this Project

Cost of service study and implementation assistance of new rates and fees for a community services district. Capacity fees for new connections adopted pursuant to CA Code 66013.

Project Description

The American Valley Community Services District was formed with the consolidation of the Quincy Community Services District and the East Quincy Services District. In 2021, the District contracted with HEC to complete the final piece of consolidation – a common rate and fee structure and schedule for all customers. The study updated three types of fees:

1. Property-related fees (rates)
2. Capacity fees (only applicable to new development)
3. Regulatory fees for administrative actions provided to customers upon their request.

HEC completed the rate and fee study, discussed the findings with the Board at two public meetings, and with the public at a separately noticed workshop at the Quincy library. The rate study included changing the rate structures, which were different in the two old service areas, to the same water rate structure and the same wastewater rate structure throughout the District's service area.

After completing the public hearing and receiving very few protests, the Board of Directors adopted the recommended rate schedules at its May 2022 meeting. The Board adopted the recommended capacity and regulatory fees as its June 2022 meeting.

Owner Reference

American Valley Community Services District

Katie Nunn

900 Spanish Creek Road | Quincy, California 95971

t 530.283.0836 | e katie@americanvalleycsd.com

Midway Heights County Water District, Potable and Raw Water Systems Rates and Fees Study

Prime Consultant

Hansford Economic Consulting LLC

Relevance to this Project

Water user rates calculated per Proposition 218, and connection fees adopted pursuant to CA Code 66013.

Project Description

Midway Heights provides dual (raw and potable) water delivery. It purchases wholesale raw water from Placer County Water Agency and treated potable water from Weimar Water. With known system rehabilitation costs looming, particularly for the raw water system, the District needed an evaluation of its financial health, a financing plan for the anticipated capital improvements costs of each system, a cost-of-service study, and calculated five-year water rates, as well as updated connection fees for each system. The District also needed to incorporate new State laws regarding connection fees for Accessory Dwelling Units into their fee structure.

The cost increases were large; although there were not sufficient protests to thwart adoption of maximum fees, the Board asked HEC to re-evaluate the fees given a less ambitious capital improvements completion schedule. With re-evaluated fees, the Board adopted the recommended new fee schedules in February 2020.

Owner Reference

Midway Heights County Water District

Jason Tiffany

16717 Placer Hills Road | Meadow Vista, CA 95722

t 530.878.8096 | e admin@mhcwd.org

Gold Mountain Community Services District Utility Rates and Administrative Fees Study

Prime Consultant

Hansford Economic Consulting LLC

Relevance to this Project

Cost of service study for a California special district, establishment of utility services administrative fees.

Project Description

The Gold Mountain community is located in a rural portion of Plumas County. The community is only about 25% developed, but all properties pay toward the operations and maintenance costs of the water and sewer systems. The CSD operates wells to provide potable water, and disposes of wastewater currently at a community leach field, and the golf course.

The District last conducted a utilities rate study in 2006. A rate study was needed to ensure revenue sufficiency of the utility systems for the next five years, to demonstrate cost of service, and to demonstrate ability to repay potential future debt for capital projects. HEC worked with the District to determine the best rate structure moving forward. Several changes were proposed, including:

- Separating the water and sewer rates into their own schedules,
- Abandoning standby fees, which are assessments,
- Defining different customer groups,
- Removing water usage tiers, and billing for water use every quarter rather than annually,
- Determining the number of non-residential sewer equivalent dwelling units based on actual wintertime water use.

The Board of Directors considered the findings and recommendations of the Study, and with their input, rates were proposed and noticed to customers in spring 2022. The public hearing was held June 15, 2022, and the new rates were adopted.

Owner Reference

Gold Mountain Community Services District
Skyler Allingham
150 Pacific Street | Portola, CA 96122
t 530.832.5945 | e skyler.allinghamgmcsd@gmail.com

Sierraville Public Utility District, Water Rate Study

Prime Consultant

Hansford Economic Consulting LLC

Relevance to this Project

Water user rates calculated pursuant to Proposition 218.

Project Description

The Sierraville Public Utility District (SPUD or District) provides water to 109 residences and businesses in the community of Sierraville, California. The District had not conducted a cost of service study for several years and was in need of one to ensure that it has sufficient revenue to operate the system safely as required by Federal and State regulations, to pay for capital improvements, and to repay debt to the United States Department of Agriculture (USDA), as it is obligated to do.

The District's water rate structure consisted of a monthly service charge per Equivalent Dwelling Unit (EDU) and a consumption charge per thousand gallons applied when a customer's water use exceeds a base allowance of 40,000 gallons per EDU per month. As part of the water rate study conducted by HEC, standby customers were redefined as possessing EDUs with a will-serve for a lot without a building or a lot with a building that has not yet connected to the District's facilities. A standby customer had been defined as any customer that has their water service turned off either permanently or only during winter months. Changes to the water rate structure included:

- Separating the base monthly charge into two components: a customer charge and a capacity charge. All 109 customers of the District will now pay the customer charge every month, whether the property is using water or not. All full-service EDU customers (excludes wholesale and standby EDUs) will now pay the monthly capacity charge based on the number of EDUs they have.
- The base monthly allowance was lowered from 40,000 gallons per month per EDU to 30,000 gallons per month per EDU to reflect the community's consumption more accurately and to promote water conservation.

Owner Reference

Available upon request.

Donner Summit Public Utility District, Water and Sewer Utility Rates and Fees Studies with Public Outreach Services

Prime Consultant

Hansford Economic Consulting LLC

Relevance to this Project

Cost of service studies for a California special district. Capacity fees for new connections adopted pursuant to CA Code 66013.

Project Description

Donner Summit Public Utility District (DSPUD) engaged HEC to conduct the cost of service and rate studies for water and wastewater at the beginning of a contentious project to upgrade its wastewater treatment plant. HEC liaised with the SWRCB and the USDA rural utilities programs staff, as well as local CDBG representatives, to craft a financing strategy for construction of the approximately \$24 million in improvements. HEC assisted the District with formation of a Community Facilities District (CFD) to fund the costs of the project and completed a cost-of-service study, including user fees and capacity fees. The District began a series of one-on-one meetings with community groups, key individuals, and regional environmental groups which were previously antagonistic toward the project. It was critical to first establish a personal connection with stakeholders. This was followed by numerous education efforts including engagement through public meetings, social channels, and direct mail. Ultimately, the project secured its funding and received overwhelming community support and positive recognition by the Regional Water Quality Control Board.

In 2017, HEC helped the District with renegotiating their Clean Water State Revolving Fund loan for the wastewater treatment plant. The effort was successful; the District's interest rate was decreased to 0%, saving District customers \$3.5 million. HEC completed an updated wastewater cost of service study in 2018 and updated rates were adopted June 2018. HEC supported the District with water rate changes in 2016, and in 2018 conducted a water rate study for a satellite water system in Big Bend. In 2021, HEC updated both wastewater and water cost of service and rate studies in one comprehensive report. New rates were adopted June 2021. In 2023, the District adopted updated wastewater connection fees pursuant to HEC analysis.

Owner Reference

Donner Summit Public Utility District

Steve Palmer

53823 Sherritt Lane | Soda Springs, CA 95728

t 530.426.3456 | e spalmer@dspd.com

Georgetown Divide Public Utility District, Wastewater Rates and Fees Study

Prime Consultant

Hansford Economic Consulting LLC

Relevance to this Project

Wastewater rates, user fees and connection fees updated pursuant to applicable California Constitution requirements.

Project Description

The Georgetown Divide Public Utility District was in need of a wastewater cost-of-service study, update to monthly fees (rates), update to regulatory fees (permit and inspection fees), and update to wastewater connection fees. HEC conducted a cost-of-service and fees study over the course of eight months.

Due to the different customer groups served wastewater, the cost-of-service study had to be explained in detail. A workshop was set up which had very high attendance, and customers voiced their opinions and concerns regarding the wastewater rate structure. The Board adopted revised updated monthly charges, regulatory fees and connection fees per the fee study findings.

Owner Reference

Georgetown Divide Public Utility District

Adam Brown

6425 Main Street | Georgetown, CA 95634

t 530.333.4356 ext. 110 | e abrown@gd-pud.org

"Catherine, we so much appreciate your expertise and guidance over this past year. Seems like it was just last week when we met with you in Truckee to learn how you could help us. Boy were we clueless back then and actually, somewhat frightened about the prospect of tackling a rate increase. Beside the mounds of data compilation you completed to bring a set of rates to meet our objectives, you brought clarity to what we needed to accomplish and how to go about doing it. Thank you! It has been a pleasure working with you and we look forward to continuing our relationship."

- Cary Curtis, ex Board President
Gold Mountain Community Services District

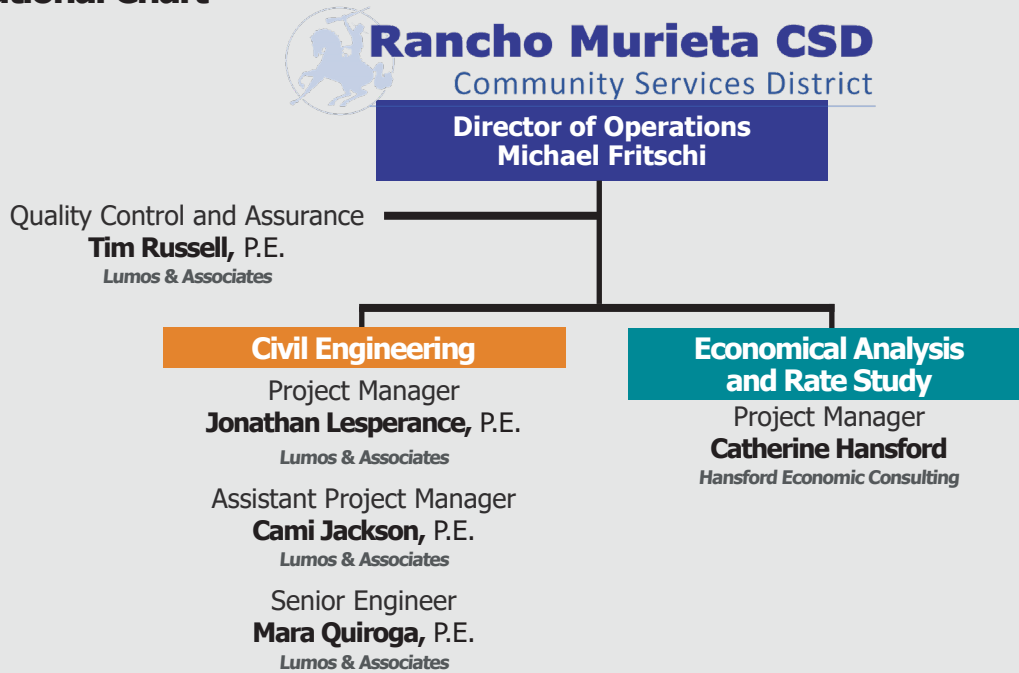
"Catherine works with us like an extension of staff. She provides creative solutions to complex financial and inter-agency issues."

— Tom Skjelstad, General Manager, Donner Summit Public Utilities District

3 Personnel Experience and Availability

The following organizational chart is followed by our Key Personnel’s qualifications. This team was crafted to meet your project needs and help you achieve your goals. Lumos & Associates is using our knowledge of water/wastewater infrastructure to provide Catherine Hansford with the data needed to craft a successful rate study.

Organizational Chart



Key Personnel



Tim Russell, P.E., WRS | Engineering Division Director

Tim provides oversight of our largest division, Engineering Division, which is composed of over 50 Lumos professionals, but water in all forms has been a passion throughout his career. He is responsible for contractual agreements and overall client satisfaction for all of our Civil Engineering projects. Tim has worked in northern California and Nevada region for over 20 years and has served as the lead design engineer, project manager, and construction manager on hundreds of projects in Nevada. He continues to be a hands-on leader often providing Quality Control and Assurance of our Water/Wastewater projects.

Education

Master of Science, Civil Engineering,
Auburn University, 2003
Bachelor of Science, Chemical
Engineering, Auburn University, 2001

Professional Licensure & Certifications

Registered Civil Engineer, Nevada
#017582 and California #68777
Nevada Water Rights Surveyor, #1269

Industry Tenure 20 years

Lumos Tenure 9 years



Jonathan Lesperance, P.E. | Project Manager

Jonathan will be the Project Manager for this contract. Jonathan brings over 15 years of extensive design experience in municipal infrastructure projects with an emphasis on wastewater design (including both pressure and gravity sewer lines, lift stations, hydraulic modeling, treatment systems, and master planning). In his role of Engineering Group Manager, Jonathan provides design oversight, technical mentoring, and leads of a variety of projects that are performed by our Water/ Wastewater Engineering Group. Jonathan and Catherine worked together to deliver the Sewer Master Plan for Amador Water Agency which included a 20-year outlook of Capital Improvement Plan projects and funding options. Jonathan is the County Engineer for Eureka County, Nevada and is currently updating the Water Master Plan that incorporates a rate study to help address CIP projects needed to service and provide maintenance of the water systems.

Education

Bachelor of Science, Civil Engineering, Arizona State University, 2009

Professional Licensure & Certifications

Registered Civil Engineer, Nevada #22326 and California #84438

Industry Tenure 15 years

Lumos Tenure 4 years



Catherine Hansford | Principal, Economic Consulting

Catherine Hansford is the principal of Hansford Economic Consulting LLC, which provides resource and regional economics consulting services. Her experience has been garnered through working in both the private and public sectors over more than 25 years, frequently working on multi-disciplinary teams, like Lumos & Associates. Catherine is a practitioner of financial, economic, and resource sciences, and an enthusiast of collaboration with a passion for the water industry. In the water sector specifically, she has years of experience with rate and fee-making, conducting benefit-cost analysis of alternative projects, conducting income studies, applying to low-cost funding sources on behalf of clients, and assisting with cost analyses of regional water supply solutions.

Catherine has worked in both the public and private sectors over the course of her career. In the public sector, Catherine worked as a senior planner for the Truckee Meadows Water Authority (TMWA), performing management analyst functions such as cost-benefit analysis, managing interlocal agreements, performing rate and fee studies, and working with stakeholders. Catherine served as liaison/chair between TMWA and various customer groups. These included a Rate Making Review Committee and Landscape Subcommittee. Catherine served as the Chair of the Advisory Committee on Conservation for the Washoe County Regional Water Planning Commission from 2003 through 2005. Since 2005, Catherine has been the owner and principal of HEC, engaging in municipal planning and finance issues, primarily in the water industry.

Education

MS, Agricultural Economics, University of Nevada, Reno
BS, Rural and Environmental Economics, University of Newcastle-upon-Tyne, UK

Industry Tenure 25 years

HEC Tenure 18 years



Cami Jackson, P.E. | Assistant Project Manager

Cami Jackson is a civil engineering Project Manager who recently joined the Lumos Team in our new El Dorado Hills office. Cami brings with her over 15 years of experience on engineering projects in the Northern and Southern California markets. Her project management experience spans small urban infill residential and commercial developments to large master planned communities. Through these projects, Cami has worked with various public works agencies often coordinating and providing solutions for water and wastewater facilities.

Prior to joining Lumos, Cami was the Project Manager and lead Project Engineer for the Riverview Residential Development that included extensive utility work for Rancho Murieta Community Services District.

Education B.S. in Civil Engineering, University of Nevada, Reno	Professional Licensure & Certifications Registered Civil Engineer, California #85167 and Nevada # 30277	Industry Tenure 15 years Lumos Tenure <1 year
---	---	--



Mara Quiroga, P.E. | Senior Engineer

Mara has seven years of experience in the planning and design of waster and wastewater infrastructure projects in both the public and private sector. Her background includes wastewater treatment and conveyance; lift stations; force mains; gravity collection; master planning; permitting; and engineering services during construction.

Most notably, Mara has provided the modeling and engineering design for a variety of projects including the Amador Water Agency Sewer Master Plan, sewer master plans for the Gardnerville Ranchos GID, and over a dozen Lift Stations Designs to include the City of Elko Exit 298 Force Main & Sewer, and the three Lift Stations for the City of Reno. She has also completed PERs for Elko and Churchill County, Nevada.

Education Bachelor of Science, Civil Engineering, University of Nevada, Reno, 2015	Professional Licensure & Certifications Registered Civil Engineer, Nevada #26809 and California #91948	Industry Tenure 7 years Lumos Tenure 7 years
--	--	---

4 Proposed Scope of Services

The proposed scope of services to complete the Study is described in the following tasks. Tasks one through five provide the planning, analysis, calculations, and report, task six includes public meetings, and task seven is an implementation task to adopt revised rates and fees. The scope of each task is detailed below.

Lumos will utilize a combination of software programs for the Capital Improvement Planning and Reserve Inventory efforts including Innovyze's InfoWater and InfoSWMM for any hydraulic modeling components, ArcGIS Pro for GIS analysis, and Microsoft excel for reserve inventory and CIP tables.

HEC customizes rate and fee models for each client's needs. HEC will craft multi-year financial models in Microsoft Excel, giving the ability to test various key assumptions, such as operating reserve levels, different capital financing scenarios, and rate structures. All assumptions used in the models will be clearly defined, and tables will be presented in an easily understandable format. The models may include several scenarios; all scenarios will be defined and a baseline scenario will be developed, which will serve to evaluate the impact of changes to any key model assumptions.

► TASK 1 | PROJECT MANAGEMENT

The Lumos Team proposes holding frequent, collaborative update meetings with the project team: Rancho Murieta Community Services District, Lumos, and Hansford Economic Consulting. These regular project meetings will provide collaborative opportunities to review project progress and to ensure that the Capital Improvement Program and Rate Study are consistent with RMCS D's goals and responsive to its objectives. This task also includes time to manage, track, and report on project progress every month. It entails review of work status/progress, invoicing/determination of remaining budget, and coordination with project team.

The project manager will provide coordination of regular progress meetings and the preparation of all agendas and minutes. Other duties will include the preparation of schedules and regular schedule updates, along with the preparation and submission of monthly progress reports to be included with monthly invoices. The project manager will also ensure adherence to Lumos' Quality Assurance/Quality Control Program and be responsible for overseeing project correspondence and file maintenance throughout the project.

► TASK 2 | CAPITAL IMPROVEMENT PLANNING: Develop Capital Improvement Plan and Identify District Reserve Inventory

TASK 2A | Kickoff Meeting

Lumos will schedule a kick-off meeting with the District to introduce the Lumos Team, discuss future goals and objectives of the project and schedule site visits with District key staff members. Following the kick off meeting Lumos will generate an initial data request and submit it to the District. The initial data request is anticipated to include the following:

- Customer usage/billing data for the last 5-years (2019, 2020, 2021, 2022, 2023);
- Customer count break down by type of customer and meter sizing and systems;
- Surface water production data including gallons pumped/treated and hours of pump operation where available;
- Wastewater flow data;
- Reuse water flow data;
- Water quality data for all surface water for last 5-years (2019, 2020, 2021, 2022, 2023);
- As-built drawings for the reservoirs, water treatment plants, transmission mains, pump stations, storage tanks, wastewater collection lines and wastewater treatment facility upgrades as available;
- Water rights;
- Historical reports and planning documents;
- Emergency Action Plans;
- Water Conservation Plan(s);
- GIS database and/or electronic mapping files (asset registries)
- Water tank inspection reports;
- Water and wastewater distribution models;
- PRV Inspection/Maintenance Reports;
- Historical/Future Annexation Areas into the service areas; and
- Any addition data identified from the GBWC division kick-off meetings and interviews.

The first phase of the Capital Improvement Planning effort will primarily include data collection and analysis. The goal of this effort is to assess the existing data available for the water, recycled water, drainage, and wastewater systems and compile that data into a comprehensive and usable database. This allows for the identification of data gaps that will help guide the collection of additional data in a targeted, efficient manner. Following data collection, Lumos will evaluate

the data and commence with analysis that will consider existing and future conditions. Lumos will identify improvements or expansions to existing infrastructure based on our understanding of the District’s needs and planned future projects that are anticipated within the service area.

This task assumes that the District has working hydraulic models for its three water systems: water, recycled water, and wastewater. This task includes time to run various model scenarios but does not include the development of a new or standalone hydraulic model for any system. Similarly, this task will rely primarily on existing information to be provided by the District, including the District’s current Integrated Water Master Plan, Reserve Plan, and Capital Improvement Plan. While the tasks below will be similar to our approach to developing a system master plan, it is important to note that this task does not include the development of a full master plan for any of the District’s utility systems and anticipates that much of the master plan information is already available for use in the capital improvement planning effort. The following subtasks break out this approach in detail:

TASK 2B | Identify Improvements or Expansion to Existing Infrastructure

Under this task Lumos will work with the District to identify future infrastructure improvements and capacity upgrades necessary to support the anticipated growth in the District. Lumos will schedule site visits to the

District’s treatment plants and raw water facilities to interview key District staff members. Some of the questions will be in the form of recommendations by staff on how to improve the level of service to customers and streamline operations and maintenance for each of the facilities they operate.

The site visits will also be used to conduct tours to assess key major assets of the water and wastewater systems, determine what’s been upgraded/replaced, and collect photos of the key assets. Where practical, Lumos will review historical documents and plan sets on upgrades made to the water and wastewater systems. The data collected from the data request and site visits will be used to identify system improvements and expansion to existing infrastructure.

Utilizing the State Demographer’s data as well as 2020 US Census data, Lumos will project growth rates for the District over the 20-year planning period. This growth rate will be used to project the future number of system connections by user type for the next 5-, 10-, 15-, and 20-year periods. With the help of District staff, Lumos will research potential future developments that may enhance the customer growth in the District.

Lumos will review the available data to determine if the existing design criteria and regulatory conditions are current or if they need to be modified based on statutory changes or actions that have occurred within the last five (5) years. If regulatory changes have occurred to any of the facilities in the water or



Capital Improvement Planning and Wastewater Rate Study Consulting Services

wastewater systems, Lumos will develop modifications to these design criteria and present them to the District for feedback before moving forward with making any modifications.

The forecasted growth projections the District will be integrated into the customer growth rate for developing future requirements for demand projections and water/wastewater reliability. Water reliability assessments will include evaluations of non-revenue water for the water system. The water and wastewater systems will be broken out into their respective attributes. For the water systems, this will include water supplies, water treatment, water storage, water distribution (model updates and runs), and water reliability. For the wastewater systems, this will include the sewer collection system, treatment, disposal, and reclaimed water use. The information collected and analyzed will be incorporated into the CIP. Following the draft completion of the CIP, Lumos will provide District staff with draft electronic copies of the draft CIP for review and comment.

Based on the finding from this task and the District’s current CIP, Lumos will generate an updated proposed list of recommended capital improvement projects (CIP) for the next 5-years and projected 20-year planning period. Lumos will work with District staff to refine the capital improvement projects that will be scheduled into the plan. Lumos anticipates several team meetings between District and Lumos to develop the projects and project schedules for each utility system. The projects selected for the first 5-year period will require a Class-5 cost estimate as presented in the Cost Estimate Classification Matrix for Building and General Construction Industries, which is provided in the AACE International Recommended Practice No. 56R-08 Document for cost estimating.

Lumos will then assist HEC with the development of the capital funding plan (Task 3) by providing a breakdown of each of the CIP projects to develop the present worth revenue funding plan. Lumos will also work up the incremental O&M costs or saving associated with all the proposed CIP projects for use in the development of the funding plan. The data will be provided to HEC to develop the funding plan sections.

Deliverables: Draft and Final Capital Improvement Plan.

TASK 2C | Reserves - Identify Infrastructure Inventory and Replacement Period

Utilizing the District’s GIS system, archives, and other data furnished by the District, along with insights and updates based upon our efforts in Task 2A, Lumos will develop and existing conditions infrastructure inventory. The inventory will catalogue the known infrastructure assets and include the following information:

- Asset type (e.g. valve, pipe, pump, etc.)
- Asset System (e.g. water, recycled water, wastewater, drainage)
- Asset Age
- Asset Remaining Life (based upon assumed typical design life)
- Asset Current Condition (if known or observable)
- Asset Capacity (e.g. pipe diameter, valve size, pump flow rate, motor horsepower, tank volume)
- Asset Design Criteria (e.g. duplex pumps, lead/lag/standby, AWWA D100)



Master Planning Project: Waterline Replacement for the Gardnerville Ranchos General Improvement District

Lumos will coordinate with District staff to develop agreed upon standards for design life. Lumos proposes relying on average design life guidance based upon EPA recommendations, and refined by District staff experience with asset types (for example, the District sees an average of 10 years design life on booster pumps). Similarly, Lumos will work with District staff to establish current asset conditions for those assets that cannot readily be observed (buried valves, intakes, pipelines).

Once the asset inventory has been developed, Lumos will then develop an average asset replacement cost based upon current industry pricing. Lumos will work with District staff to develop agreed upon asset pricing based upon current industry values and District staff's direct experience with construction costs on District projects. Lumos will work closely with HEC to develop infrastructure reserve funding using time value principles in Task 3.

Deliverables: Draft and Final Asset Inventories in Excel and PDF.

► TASK 3 | DEVELOP A REVENUE AND EXPENSE PROJECTION MODEL

TASK 3A | Financial Data Gathering and Review

HEC will provide a list of data and information needs to be provided by the District. HEC will also research and acquire applicable secondary sources of data. This task includes time to review data provided and gathered, and determine what additional information is needed. Topics to be discussed during the data gathering phase include, but are not limited to:

- Existing rate and fee designs
- Target operating reserve levels
- Pay as you go funding versus debt financing for capital facilities
- Water conservation policies
- Potential rate design

Additionally, policy review with staff includes the key factors driving the need for rate adjustments, including regulatory requirements, District policies, legislative mandates, and so forth. Review of financial goals and policy objectives is important as they will shape the development of the financial models and recommendations of the Study.

Deliverables: Data information request.

TASK 3B | Revenue Requirement and Financial Plan

TASK 3B.1. | Financial Review

HEC will thoroughly review the utility funds, including revenue and cost information, for all operations, maintenance, administration, general expenses, short- and long-term liabilities, as well as capital and reserve expenditures. The financial review will establish the historical and current financial health of the District's utility funds under the current rate and fee structures, generally describe components of annual revenues, and characterize expenses.

TASK 3B.2. | Capital Improvement Financing Plan and Revenue Requirement Protection

The projected revenue requirement is the revenue necessary to fully cover all expenditures net of other operating and non-operating revenues. The revenue requirement comprises of operating expenses, capital improvement costs (system rehabilitation and new infrastructure), debt service, and additional reserves if needed. The projected revenue requirement may also include other non-operating cost considerations, such as an operating reserve, rate stabilization fund, or additional revenues to meet debt service coverage requirements. Non-operating revenues, such as interest revenue, property taxes, late charges, and other miscellaneous revenue sources, will be included as credits in the analysis so that the revenue requirement is not overestimated.

HEC will summarize the water and wastewater capital improvement plans (CIPs) developed by Lumos and will present a financing strategy to ensure the facilities are completed in a timely fashion, while minimizing the impact to rate payers. HEC's Excel model will be able to evaluate the impact of funding the CIPs by priority and cash/debt funding combinations. HEC will use the cost allocations of the water and wastewater CIPs between existing and future customers developed by Lumos.

Operation and maintenance expenses may be projected using historical annual percentage increases, or some other index, such as a consumer price index; projection methodology will be discussed with staff. Expense item categories, such as utility costs and labor costs, pass-through charges, and third-party service provider charges, will be projected independently.

TASK 3B.3. | Cash Flow Projections

Cash flow for the utility funds will be presented to ensure sufficiency of funding for the next five years, demonstrating adequate debt service coverage and reserve levels are met.

Deliverables: Draft financing strategy, projected revenue requirement and cash flow table for each utility system.

► TASK 4 | COST OF SERVICE AND RATE CALCULATIONS

TASK 4A | Cost of Service and Rate Design

Once the projected revenue requirement is established, it is allocated to user groups based on cost classification (collection or treatment plant costs for wastewater, customer or demand costs for water) and customer usage characteristics (flow and load including Biological Oxygen Demand (BOD) and Total Suspended Solids (TSS) parameters for wastewater, and water demand patterns for average and peak usage for water).

The customer usage factors are determined based on a customer profiling exercise for the water and wastewater utilities using metered water use data.

The current rate structures for water and wastewater will be assessed for alignment with current District goals and objectives and fit with customer usage patterns. In particular, the rate designs will examine alignment of fixed operating costs with base charges and variable costs with volume charges. Up to two alternative rate structures may be modeled for both systems. New and/or alternative customer classifications will be recommended if appropriate to fit with District objectives and current legal interpretations. The recommended rate structures will be determined with input from staff, while considering billing system capabilities, public understanding of utility bills, and customer concerns.

In this task time will be spent evaluating the effect of the potential rate structures on developed policy, including operations, revenue sufficiency during drought periods, the bill impacts to different customer groups, and the economic effect / hardship on low-income households.

TASK 4B | Rate Calculations and Bill Impact Analysis

The cost-of-service analysis leads to the calculation of monthly user rates for water and wastewater so that the systems are adequately funded for existing and projected future costs and that the rates are based on the demand for service by each customer type. HEC will provide guidance and advice to District staff to ensure the proposed rate structures comply with Proposition 218 and all related laws, and that rates are implemented within the District's desired time frame.

Bill impact analysis provides an important reality check to assess customer acceptability of changes in fees. Customer bills will be compared with an affordability indicator to assess the impacts of changes to the rate structures. In addition, HEC will prepare a user rate comparison that will measure the current and project bills of District customers with those charged in neighboring communities.

Deliverables: Draft tables demonstrating alternative rate structures and bill impacts.

TASK 4C | New Development Fees and Charges

Connection fees and/or capacity charges can be based on buy-in to existing infrastructure and equipment costs, and/or new facilities and equipment costs. Oftentimes, fees incorporate both buy-in and new facilities costs; note that new development cannot be charged costs related to any existing system deficiencies. HEC will review existing available systems capacity, projected necessary capital expenditures to increase capacity, and new development growth potential to update the connection and capacity charges.

HEC will work with the District to determine the methodology to be used in calculating each fee; the best methodology will depend on the District's plans for future service, and existing capacity of facilities to serve new development. All cost assumptions from Lumos' work will be summarized and the portion of costs that new development is responsible for will be presented in the analysis. If financing is anticipated to be necessary for any of the infrastructure, financing costs will be added in the calculation of the connection fees and/or capacity charges.

The report will demonstrate that a reasonable relationship exists between future development, use, and need of the facilities, and the amount of the fee(s) assigned to future customers.

Deliverables: Draft tables showing calculations of connection fees and capacity charges.

TASK 4D | Administrative and Operation Fees

These fees are often referred to as 'regulatory' fees. Regulatory fees recover the costs of services provided on an occasional, or even one-time, basis, such as inspection of a new service installation. HEC will update the District's regulatory fees based on cost accounting and interviews with District staff. Issues to be addressed with the regulatory fees include:

- Tolerance / acceptability for cost recovery (100% or lesser amount),
- Identification of other services that fees could be charged for (if any); and
- Accounting for indirect costs of the services provided.

Deliverables: Draft regulatory fee tables.

► **TASK 5 | RATE STUDY REPORT PREPARATION AND PRESENTATION**

TASK 5A | Draft Report and Presentation

HEC will prepare one report that includes all three types of water and wastewater utility fees (monthly rates, new development fees and charges, and regulatory fees for service). The draft report will include the methodologies used, detailed calculations of rates, fees and charges, findings, and recommendations. The report will also demonstrate cost-of-service and proportionality requirements so that the District is in compliance with Proposition 218. Following edits and changes to the draft document discussed with staff and presented to the Board, HEC will prepare the Final Study for review with the Board.

TASK 5B | Presentation of Final Rate Study

The Final Rate Study report will be prepared based on feedback from the Board and staff. HEC will present the Final Rate Study report at a District Board meeting. The goal of this meeting is to accept the Study and authorize staff and/or consultants to begin the Proposition 218 process.

Deliverables: Draft and final reports, and presentations for the District Board and public.

► **TASK 6 | PUBLIC HEARINGS**

Under this task, HEC will work with District staff to draft the public hearing notice for updated rates. The notice will specify the basis of the fees, the reason for the fees, the customer’s right to protest the fees, and the date/time/location of the public hearing. Since water and wastewater fees are property-related fees, not assessments, they do not require a ballot.

Only property owners of record must receive notification of property-related fee increases; however, tenants or property owners may protest the fee. Only one protest per property can be counted. This task does not include mailing public hearing notices or counting protests, which would be conducted by District staff, unless the scope of services is modified to include consultant assistance with these items.

HEC will present at the public hearing for rate adoption. The administrative and operational fees, as well as the connection fees and capacity charges, can proceed on the same, or a different, timeline. HEC will help the District ensure that all notifications for public hearings are timely.



► TASK 7 | IMPLEMENTATION

HEC will assist the District with customer communications and technical assistance to implement updated rates and fees. We have included one public workshop to present and discuss the Study findings. This gives the public the opportunity to be engaged in the process and not merely informed.

In addition to providing one public workshop, we propose providing the following services:

1. Develop key messages to address the reasons for the changes in utility rates, including available information about compliance, CIPs, operations and maintenance costs, and responsible fiscal planning.
2. Produce a direct mail piece explaining the need for the study and the process going forward while establishing a relationship with the community. This piece will highlight services and pertinent information about water and wastewater.
3. Provide content on the District’s website about the Study – reasons for the Study, timeline and opportunities for public input. Pertinent documents and notifications will also be posted.
4. Hold an online public workshop to review the preliminary rate study prior to Board adoption (optional).
5. Produce an advertisement for the local newspaper announcing the proposed rate adjustments, public hearing information, and how to provide comments.

Technical assistance includes helping District staff, particularly with staff reports, drafting resolutions, and providing help to staff responsible for implementing rate changes with technical questions.

Deliverables: Assistance with implementation as needed. Presentations/discussion materials for up to 2 public workshops.



**SCA PICKS CONSULTING FIRM TO EXPLORE CHANGE IN DESIGNATION
ELKO DAILY PRESS, NEVADA**
Hansford Economic Consulting was selected to perform a governance alternatives analysis after a presentation by Catherine Hansford. HEC was selected by the Spring Creek board members after hearing presentations from three firms.



5 Conflict of Interest Statement

Lumos & Associates and Hansford Economic Consulting do not have any professional or personal, financial or other interest which could be a possible conflict of interest in performing the services of the RFP.

6 Contractual Review

Lumos & Associates has reviewed the Agreement for Consultant Services and does not see conflict that would prohibit us from reaching a contractual agreement upon notice of award.



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

February 21, 2024

Closed Session 3:30 p.m./Open Session 5:00 p.m.
Rancho Murieta, CA 95683

BOARD MEMBERS

Tim Maybee	President
Martin Pohll	Vice President
Linda Butler	Director
Randy Jenco	Director
Stephen Booth	Director

STAFF

Mimi Morris	General Manager
Mark Matulich	Director of Finance and Administration
Michael Fritschi	Director of Operations
Andrew Ramos	District General Counsel
Amelia Wilder	District Secretary

MEMORANDUM

DATE: February 21, 2024
TO: Board of Directors
FROM: Mimi Morris, General Manager
SUBJECT: Proposed Full Time IT Manager Position

RECOMMENDATION:

Adopt Full-Time Information Technology Manager Job Description.

BACKGROUND

Staff received approval from the Board at the December 20, 2023 meeting to move forward with the creation of a Part Time IT Manager position with responsibility for the basic information technology support responsibilities.

Following a more in-depth analysis of the workload, staff has determined that there are currently significant additional duties in excess of the basic responsibilities originally envisioned for the IT Manager position. Accordingly, staff proposes an expansion of the IT Manager position from Part Time to Full Time to allow the District to consolidate all information technology work under one position, better control costs, and fully integrate all District IT needs. Staff is not proposing an expansion of the number of Authorized Positions, but a reclassification of an existing position (Position Control Number 711) that has been vacant for most of 23-24.

Attached, please find a document which compares current annual costs for the District's IT contractors, security camera contractors, security data management system, SCADA data management, maintenance management system, and electronic access system with the cost of an annual Full Time Information Technology Manager.

This cost comparison shows a net increase of \$62,000 which would result from transitioning away from the various contracted services (IT, cameras, electronic security, ABDI database), to an in-house IT manager. Staff believes the improvement in support resulting from a full-time IT manager is worth this additional expense.

Full board approval is needed before hiring since staff are recommending repurposing an existing position to this area. The existing position is an Accounting Technician Position which has been vacant since July. The District has been using part-time assistance for the Payroll activities and does not envision returning to a full-time Payroll Accounting Specialist.

Please see the attached Position Control Report which provides a more complete picture of the FT Positions Authorized by the Board.

The Personnel Committee reviewed this recommendation at the January 24, 2024 Special Meeting and approved the recommendation.

Comparison of Current IT Expenses to Proposed In-House Full Time IT Manager Position

1/24/2024

	Current Monthly Costs	Current Annual Costs
1. IT Contract, excluding SW and not including any hours over 31 per month	\$ 5,300	\$ 63,600
2. ABDI Database Mgmt. Contract for security	\$ 1,300	\$ 15,600
3. Average Camera System Maintenance Costs	\$ 900	\$ 10,800
4. Additional Camera Management Costs	\$ 500	\$ 6,000
5. SCADA Database Management (plants)	\$ 1,000	\$ 12,000
6. Computerized Maintenance Mgmt System	\$ 900	\$ 10,800
7. Electronic Physical Access Control at HQ	\$ 100	\$ 1,200
Total Current IT related Expenses		<u>\$ 120,000</u>
IT Manager Proposed Salary (adj to include 5% anticipated increase in '24)	\$ 123,211	
IT Manager Estimated Benefits Expense	<u>\$ 61,606</u>	
Total Estimated IT Manager Expense		<u>\$ 184,817</u>
<hr/>		
Additional Expense of a Full Time IT Manager		<u>\$ 64,817</u>

WATER 101

Water Rights by Number

A001838

A016142

A016143

A019477

A020057

A022603

A023416

A023417

A023419

S009696

S009697

Water Rights By Type and Volume

Application Number: A023416

Permit Number: 016762

- MAX Direct Diversion from River Rate: 6 CFS
- MAX Collection to Storage: 4050 AC-FT
- Maximum Total Volume Allowed in Acre Feet Per Year: 6368 AC-FT

Water Rights By Type and Volume

Cal. Code Regs. tit. 23 § 658

Storage of water means the collection of water in a tank or reservoir during a time of higher stream flow which is held for use during a time of deficient stream flow. For licensing purposes all initial collections within the collection season plus refill, in whole or in part, held in a tank or reservoir for more than 30 days shall be considered water diverted for storage except as provided in Section 735(c).

Supply & Demand

Supply is all untreated raw water whether by direct diversion or stored in the reservoirs.

The intent of RMCSD is to have storage at maximum capacity allowable at the last day of diversion May 31st.

Demand of drinking water is what the residents and connections are delivered and billed for.

How does RMCS D bill Demand

Water Base Fee Excludes Usage

Water usage is in cubic feet

Meters read in units

1 unit of water= 100 cubic feet of water/ 748 gallons

Usage= (Unit)*(100)

1 Cubic foot of water= 7.48 gallons of water

7.48 gallons/ 1 cuft= \$.0271

How does RMCS D bill Demand

How My Bill looks:

<u>CURRENT READING</u>	<u>PREVIOUS READING</u>	USAGE
726	719	700

Usage Fee= $726-719=7$

$7 \text{ units} * 100 \text{ cuft} = 700$

$700 * \$0.0271 = \18.97

Total amount of water used= $700\text{cuft} * 7.48\text{gallons}$

= 5,236 gallons

Water Conservation through Tiered Billing

[Pricing water for conservation using tiered water rates structures: Q&A with Stanford economics professor Frank Wolak | Water in the West](#)

Water Use Tier 1 - Units 0-15: \$2.67 per Unit

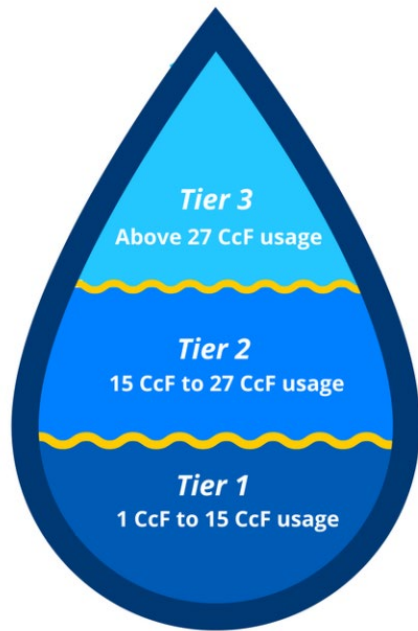
Water Use Tier 2 - Units 16 & over: \$3.19 per Unit

Water Contingency Planning

Table 1. Water Shortage Contingency Plan Summary

Water Supply Conditions	Shortage Stage	Objective	Response actions	Key Water Savings Opportunities
None 0% Total Supply Reduction	Normal - Ongoing conservation measures; Prohibition of Wasted Water in effect.	Public awareness	Normal actions	<ul style="list-style-type: none"> • Use everyday water conserving behaviors (i.e., stop off taps when not using water, avoid wasting water). • Check for and repair all leaks • Change to more water efficient using appliances and fixtures. • Maintain and adjust irrigation systems • Plant more native and water efficient plants.
Slightly Restricted Water Supplies (below normal) Up to 1% Total Supply Reduction	Shortage Stage 1 - Water Alert	Initiate public awareness of predicted water shortage and encourage conservation	Encourage voluntary measures to decrease "normal" demand up to 10%	<ul style="list-style-type: none"> • Use sacrificial water scarcity behaviors (i.e., shorter showers, etc.) • More aggressively check for and repair all leaks (instead of seasonally or monthly, perform weekly) • Reduce irrigation times on controllers • Consider fixture and appliance changes • Wash cars in recycled water facility
Moderately Restricted Water Supplies Up to 25% Total Supply Reduction	Shortage Stage 2 – Water Warning	Increase public understanding of worsening water supply conditions, move to initial mandatory shortage mitigation measures	Encourage voluntary measures to decrease "normal" demand up to 25%	<ul style="list-style-type: none"> • Continue to look for all ways to reduce water use (increasingly shorter showers, less toilet flushing, etc.) • Cutback on watering times and days • Consider alternative sources of supply, like implementing a graywater system for reusing water outdoors. • Consider if certain plants may not need to be watered at all or as much (e.g. deficit irrigate lawns).
Severely Restricted Water Supplies Up to 50% Total Supply Reduction	Shortage Stage 3 – Water Crisis (severe prohibitions) on use	Ensure that water use is limited to essential uses only	Enforce extensive restrictions on water use and implement water rationing to decrease demand up to 50%	<ul style="list-style-type: none"> • Implement all possible ways to reduce water use (increasingly shorter showers, less toilet flushing, etc.) • Further cut back on watering times and days • Consider if certain plants may not need to be watered at all (e.g. stop irrigating lawns). • Make more challenging upgrades to more efficient appliances and fixtures
Extremely Restricted Water Supplies More than <50% Total Supply Reduction	Shortage Stage 4 – Water Emergency (increasing severe prohibitions with mandatory restrictions on use)	Ensure that water use is limited to health and safety purposes.	Enforce extensive restrictions on water use and implement water rationing to decrease demand on the order of 50%	<ul style="list-style-type: none"> • Use water for only essential domestic sanitation needs. • No outdoor watering (or alternatively a water rationing scheme) • Extreme water sacrificing behaviors (limit all behavioral uses of water (i.e., fewer showers) • Maximize on-site reuse of water (graywater, rainwater capture, etc.) as appropriate for uses while maintaining health and sanitation needs.

Water Conservation through Tiered Billing



Water Use Tier 1 - Units 0-15: \$2.830 per Unit

Water Use Tier 2 - Units 15 to 27: \$3.255 per Unit

Water Use Tier 3 - Above 27: \$3.743 per Unit

MEMORANDUM

Date: December 18, 2024

To: Board Meeting

From: Mark Matulich, Director of Finance and Administration

Subject: Security Update

FULL COVERAGE:

Staff are pleased to announce that Security is expected to move back to a **Full Coverage** posture by January 1, 2025. Full coverage equates to 24/7/365 coverage at the two gate houses as well as 24/7/365 patrol. A full-time administrative sergeant will also be on hand to be a primary point of contact for the public, liaise with HOAs, neighborhood watch, and other community groups, and augment patrol or gate services as needed.

DETER, OBSERVE, AND REPORT:

Security's mission has always been to observe and report. Deterrence will be a primary focus of the department going forward, and important initiatives such as full coverage patrol, partnering with community groups, and leveraging technology like the network of security cameras around the community will play a vital role in making Rancho Murieta a hard target for bad actors.

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

Fiscal Year 2024/25 Annual Report for:

**COMMUNITY FACILITIES DISTRICT NO. 2014-1
(RANCHO NORTH/MURIETA GARDENS)**

November 2024

Prepared by:



Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

TABLE OF CONTENTS

District Summary	1
1. SB 165: Local Agency Special Tax and Bond Accountability Act	2
2. Special Tax Analysis	3
2.1 Levy Summary	3
2.2 Special Tax	1
2.3 Special Tax Comparison	6
3. Financial Status	7
3.1 Fund Balances	7
3.2 Redemption Fund	7
3.3 Administrative Fund	7
3.4 Reserve Fund	7
3.5 Assessed Value to Debt Ratio	8
3.6 Delinquency Summary	8
Appendix A. District Boundary	A
Appendix B. Rate and Method of Apportionment	B
Appendix C. Current Debt Service Schedule	C
Appendix D. Delinquency Summary Report	D
Appendix E. Final Billing Detail Report	E

DISTRICT SUMMARY

Rancho Murieta Community Services District (the “District”) formed CFD No. 2014-1 (Rancho North/Murieta Gardens) (the “CFD”) and issued the Special Tax Bonds, 2015 Series (the “Bonds”) in the amount of \$5,960,000. The Bonds are secured by special taxes levied on parcels within the CFD and proceeds were used to finance certain public improvements, including but not limited to a portion of the improvements to the District’s Water Treatment Plant #1 (including reimbursement of certain Developer deposits related thereto), fund a reserve account for the Bonds, and fund various bond issuance costs and capitalized interest on the Bonds for twenty-four months.

The Bonds are scheduled to mature with the debt service payment on September 1, 2044.

Levy

The following table provides a summary of the Fiscal Year 2024/25 final levy amount.

Description	Parcel Count	FY 2024/25 Levy
Rancho Murieta CSD Community Facilities District No. 2014-1	100	\$457,941.60

Funds

After meeting the September 2, 2024 debt service payment, a surplus of approximately \$120,000 exists in the Redemption Fund. The balance in the Administrative Expense Account as of June 30, 2024, was less than what was required to meet six months of Fiscal Year 2024/25 administrative expenses by approximately \$16,000.

Per the Fiscal Agent Agreement described in the Official Statement of the Bonds, NBS recommends the District transfer from the Surplus Fund to the Administrative Expense Account the amount needed to ensure administrative expenses are paid in full. Once this transfer is complete, NBS recommends that the remaining surplus within the Redemption Fund be transferred to the Surplus Fund.

As of June 30, 2024, the balance in the Surplus Fund was approximately \$229,000. Per the Fiscal Agent Agreement, the balance of the Surplus Fund may be disbursed to the CFD and expended for any lawful purpose of the CFD, including future levy credits or the early redemption of outstanding Bonds. NBS recommends that the District review the balance of the Surplus Fund after all transfers are completed and perform a Bond Call on March 1, 2025 with the remaining balance.

The Reserve Account balance as of June 30, 2024, met the current Reserve Requirement of \$391,488.

Delinquencies

As of the date June 30, 2024, there were no delinquencies for Fiscal Year 2023/24. NBS will continue to monitor delinquencies and recommend the appropriate delinquency management actions to the District as needed.

NBS

Christine Drazil, Administrator
Darrylanne Zarate, Project Manager
Stephanie Parson, Client Services Director

1. SB 165: LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act. This Act requires that any local special tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, requires that the proceeds of the special tax be applied to those purposes, requires the creation of an account into which the proceeds shall be deposited, and requires an annual report containing specified information concerning the use of the proceeds. The Act applies to local bond measures adopted on or after January 1, 2001, in accordance with Section 50075.1 or Section 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This report intends to comply with Section 50075.3 or Section 53411 of the California Government Code that states:

“The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain all of the following:

- a) The amount of funds collected and expended.
- b) The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 or Section 53410.”

The requirements of the Act apply to the Funds for the following:

Community Facilities District No. 2014-1
(Rancho North/Murieta Gardens) Special Tax Bonds, 2015 Series
January 29, 2015

Purpose of Special Tax

Bonds were issued to finance a portion of the cost for the expansion and upgrade of Water Treatment Plant # 1 and related public facilities (including reimbursements of certain Developer deposits related thereto). Bond proceeds were used to fund the reserve account up to the initial Reserve Requirement, fund Administrative Expenses of the CFD for twenty-four months, fund capitalized interest on the Bonds, and to pay the costs of issuance of the Bonds.

Collections and Expenditures

Fund Name	06/30/2023 Balance	Amount Collected	Amount Expended	06/30/2024 Balance
Redemption Fund	\$131,124.64	\$449,677.42	\$187,066.30	\$393,735.76

Fund Name	Initial Deposit	6/30/2024 Balance	Amount Expended	Status
Acquisition & Construction Fund	\$4,358,254.00	\$45,237.33	\$4,313,016.67	Ongoing
Interest Account	523,120.00	0.00	523,120.00	Closed
Costs of Issuance Fund	435,983.40	0.00	435,983.40	Closed
Reserve Account	391,560.00	398,804.55	0.00	Ongoing
Administrative Expense Account	40,400.00	17,230.65	23,169.35	Ongoing

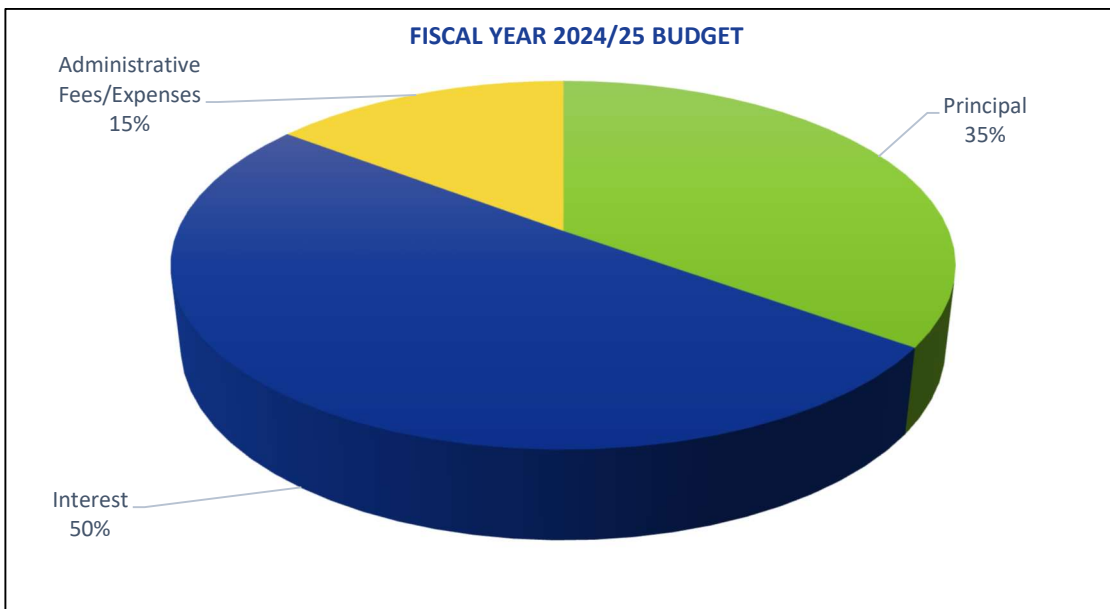
2. SPECIAL TAX ANALYSIS

2.1 Levy Summary

A summary of the levy for Fiscal Year 2024/25 is shown in the table and chart below.

Description	Amount
Principal	\$160,000.00
Interest	230,850.00
Administrative Fees/Expenses ⁽¹⁾	67,091.60
Total Special Tax Levy Amount:	\$457,941.60
Levied Parcel Count	100

(1) Includes County collection fees and installment rounding for tax roll purposes.



2.2 Special Tax

The Fiscal Year 2024/25 applied levy and special tax levy are shown in the table below.

Land Use Classification	Parcel Count	FY 2024/25 Maximum Tax ⁽¹⁾	FY 2024/25 Special Tax Levy	% of FY 2024/25 Maximum Tax Levy
Developed	1	\$7,760.38	\$7,760.38	100.0%
Final Mapped	92	54,493.91	54,493.88	100.0
Undeveloped	7	475,956.00	395,687.34	83.1
Totals:	100	\$538,210.29	\$457,941.60	85.9%

(1) Maximum Special Tax does not escalate.

2.3 Special Tax Rate Comparison

The Fiscal Year 2024/25 maximum tax rates and applied tax rates compared to the prior year are shown below.

Land Use Classification	Rate Per	FY 2023/24			FY 2024/25			% Change in Applied Tax Rate ⁽²⁾
		Maximum Tax Rate ⁽¹⁾	Applied Tax Rate	% of Maximum	Maximum Tax Rate ⁽¹⁾	Applied Tax Rate	% of Maximum	
Developed	Parcel	\$7,760.38	\$7,760.38	100.0%	\$7,760.38	\$7,760.38	100.0%	0.0%
Final Mapped	Parcel	54,493.91	54,493.88	100.0%	54,493.91	54,493.88	100.0%	0.0%
Undeveloped	Parcel	475,956.00	387,423.16	81.4%	475,956.00	395,687.34	83.1%	0.2%

(1) Maximum Special Tax does not escalate.

(2) Represents the change between the current and prior year applied tax rates.

3. FINANCIAL STATUS

3.1 Fund Balances

Fund	6/30/2024 Balance ⁽¹⁾
Redemption Fund	\$393,736
Reserve Fund	398,064
Administrative Expense Fund	17,231
Acquisition and Construction Fund	45,237
Surplus Fund	229,667

3.2 Redemption Fund

Description	Amount
Redemption Fund Balance 6/30/2024	\$393,736
9/1/2024 Debt Service	(273,138)
Estimated Redemption Fund Balance 12/2024	\$120,598

3.3 Administrative Expense Fund

Description	Amount
Administrative Expense Fund Balance 6/30/2024	\$17,231
Estimated Administrative Expenses ⁽¹⁾	(33,546)
Estimated Administrative Expense Fund Balance 12/2024	(\$16,315)

(1) Represents six months of administrative expenses.

3.4 Reserve Fund

Description	Amount
Reserve Fund Balance 6/30/2024	\$398,064
Reserve Requirement ⁽¹⁾	(391,488)
Estimated Reserve Fund Balance 12/2024	\$6,576

(1) As of any date of calculation, an amount equal to the lowest of (a) 10% of the issue price of the Bonds, (b) maximum annual debt service, or (c) 125% of the average annual debt service of the outstanding Bonds. Provided, however, the Reserve Requirement on any date of calculation shall not exceed the Reserve Requirement as of the Delivery Date. The Reserve Requirement as of Delivery Date is \$391,560.

3.5 Assessed Value to Debt Ratio

Description	Amount
Assessed Value ⁽¹⁾	\$95,316,664
Principal of Debt Outstanding ⁽²⁾	5,130,000
Assessed Value to Debt Ratio	18.58:1

(1) Land value plus improvement value of levied parcels within the CFD, per the County of Sacramento secured property roll as of January 1, 2024.

(2) Debt outstanding prior to the September 1, 2024, debt service payment.

3.6 Delinquency Summary

The following table summarizes the Fiscal Year 2023/24 delinquency rate for the CFD. Please refer to Appendix D for the CFD’s historical delinquency rates.

Description	Amount
Fiscal Year 2023/24 Amount Levied	\$449,677.42
Fiscal Year 2023/24 Amount Delinquent	0.00
Fiscal Year 2023/24 Delinquency Rate	0.00%

The Foreclosure Covenant is defined as follows:

The CFD covenants for the benefit of the owners of the Bonds that it will determine or cause to be determined, no later than March 1 and August 1 of each year, whether or not any owner of the property within the CFD is delinquent in the payment of special taxes and, if such delinquency exists, the CFD will order and cause to be commenced no later than April 15 (with respect to the March 1 determination date) or September 1 (with respect to the August 1 determination date), and thereafter diligently prosecute, an action in the superior court to foreclose the lien of any special taxes or installment thereof not paid when due, provided, however, that the CFD shall not be required to order the commencement of foreclosure proceedings if (i) the special tax delinquency in the CFD for such fiscal year is less than five percent (5%) of the total special tax levied in such fiscal year, (ii) the amount in the Reserve Account is equal to the Reserve Requirement, and (iii) the CFD shall have established from any source of lawfully available funds (other than special taxes) an escrow fund to provide for the payment of principal of and interest on the bonds. Notwithstanding the foregoing, if the CFD determines that any single property owner in the CFD is delinquent in excess of five thousand dollars (\$5,000) in the payment of the special tax, then it will diligently institute, prosecute and pursue foreclosure proceedings against such property owner.

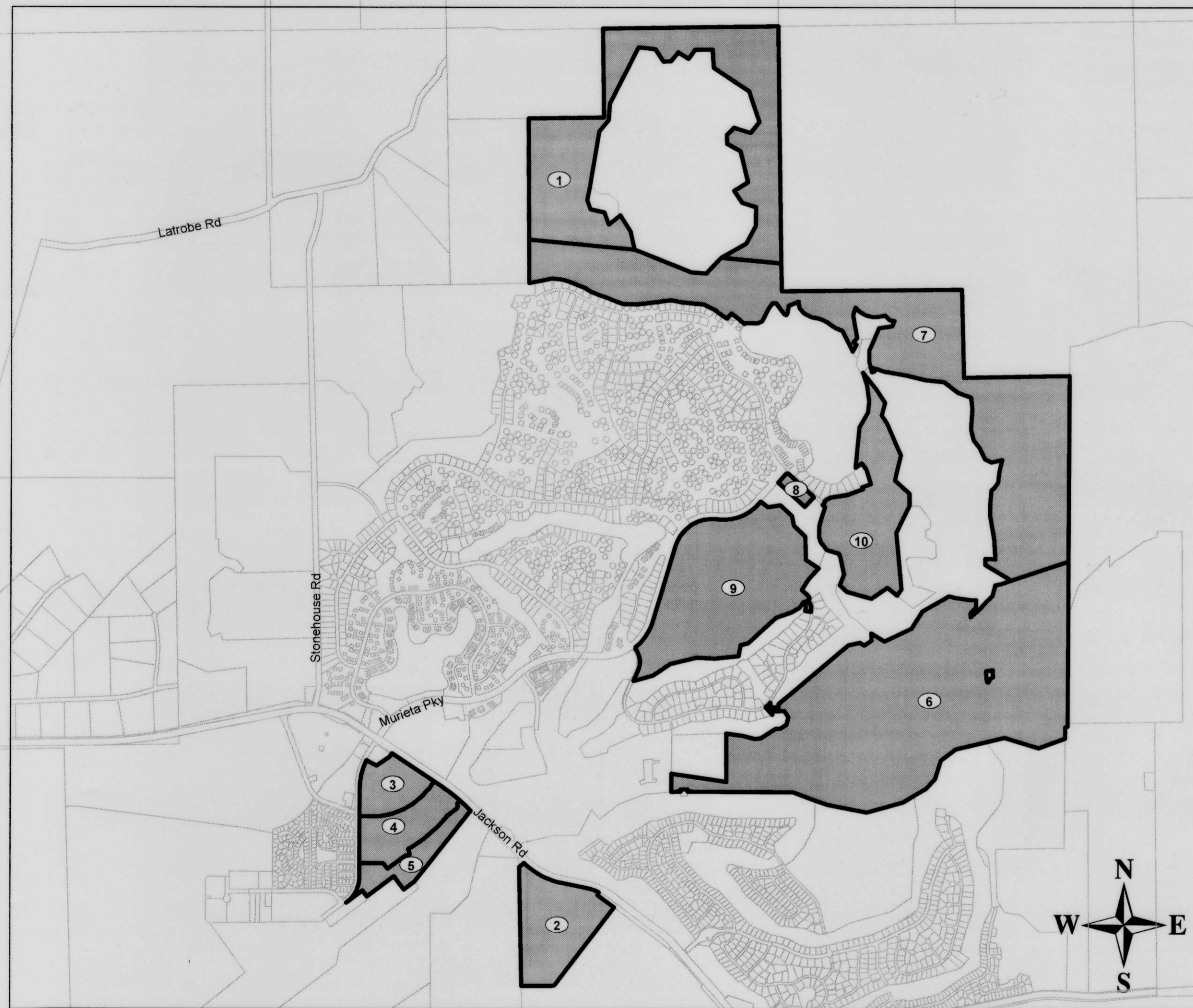
Special Taxes that are not timely paid will not be considered delinquent under the Fiscal Agent Agreement so long as the CFD has received such Special Taxes from the County under the Teeter Plan.

APPENDIX A. DISTRICT BOUNDARY

The following page shows the CFD's Boundary.

**MAP OF PROPOSED BOUNDARIES OF RANCHO MURIETA COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2014-1
(RANCHO NORTH / MURIETA GARDENS)**

COUNTY OF SACRAMENTO
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE BOARD OF DIRECTORS OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT, THIS 1st DAY OF August, 2014.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT, COMMUNITY FACILITIES DISTRICT NO. 2014-1 (RANCHO NORTH / MURIETA GARDENS), COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT AT A SPECIAL MEETING THEREOF, HELD ON THE 1st DAY OF August, 2014, BY ITS RESOLUTION NO. 2014-16.

Arnold E Ford
BOARD OF DIRECTORS
RANCHO MURIETA COMMUNITY SERVICES DISTRICT

FILED THIS 11th DAY OF August, 2014, AT THE HOUR OF 8:10 O'CLOCK A.M., IN BOOK 117, PAGE 0012 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. 20140811-0003, AT THE REQUEST OF THE BOARD OF DIRECTORS OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

Arduany
BY DEPUTY
COUNTY RECORDER/CLERK
COUNTY OF SACRAMENTO

David Villanueva
DAVID VILLANUEVA
COUNTY CLERK/RECORDER

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS MAP SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE SACRAMENTO COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE SACRAMENTO COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Legend

BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2014-1

MAP REFERENCE NUMBER

Map Reference No.	Assessors Parcel No.
1	073-0090-062
2	073-0180-029
3	073-0470-004
4	073-0470-005
5	073-0470-006
6	073-0790-023
7	073-0800-003
8	073-0800-007
9	073-0800-008
10	073-0800-009



APPENDIX B. RATE AND METHOD OF APPORTIONMENT

The following pages show the Rate and Method of Apportionment of the Special Tax.

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

RANCHO MURIETA COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2014-1 (RANCHO NORTH/MURIETA GARDENS)

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels within Community Facilities District No. 2014-1 (CFD No. 2014-1) of the Rancho Murieta Community Services District, other than Assessor's Parcels classified as Exempt Property as defined herein, and collected each Fiscal Year commencing in Fiscal Year 2014-2015, in an amount determined by the CFD Administrator through the application of the procedures described below. All of the real property within CFD No. 2014-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" means the land area in acres of an Assessor's Parcel as shown on the Assessor's Parcel Map or, if the land area is not shown on an Assessor's Parcel Map, the land area in acres shown on a recorded Subdivision document recorded with the County. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

"Act" means the Mello-Roos Communities Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated expenses related to the administration of CFD No. 2014-1: the costs of determining the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies, the payment of a proportional share of salaries and benefits of any District employees and District overhead whose duties are related to the administration of CFD No. 2014-1, costs associated with responding to public inquiries regarding CFD No. 2014-1, and any and all other costs incurred in connection with the administration of CFD No. 2014-1.

"Assessor's Parcel" means a lot or parcel within CFD No. 2014-1 shown on an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Authorized Facilities" means those facilities eligible to be funded by CFD No. 2014-1.

"Boundary Map" means a recorded map of CFD No. 2014-1 which indicates by a boundary line the extent of the territory identified to be subject to the levy of Special Taxes.

"Building Permit" means a permit issued for the construction of a Residential or Nonresidential structure.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

“CFD Administrator” means an official of the District, or designee thereof, responsible for determining the Special Tax Requirement, and providing for the levy and collection of the Special Taxes for CFD No. 2014-1.

“CFD No. 2014-1” means Community Facilities District No. 2014-1 (Rancho North/Murieta Gardens) of the Rancho Murieta Community Services District established by the District under the Act to fund Authorized Facilities.

“County” means the County of Sacramento.

“Debt Service” means the total amount of bond principal, interest, and the scheduled sinking fund payments of the bonds.

“Developed Parcel” means a parcel receiving one of the following development approvals from the County:

<u>Land Use</u>	<u>Development Approval</u>
Single Family Parcel	Final Subdivision Map
Multi-Family Use Residential	Building Permit issuance
Nonresidential Use	Building Permit issuance

“District” means the Rancho Murieta Community Services District.

“District Board” means the Board of Directors of the District, acting as the legislative body of CFD No. 2014-1.

“Estimated Special Tax Delinquency Amount” means an amount equal to a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which Special Taxes will be levied.

“Exempt Property” means all Assessor’s Parcels within CFD No. 2014-1 that are exempt from the Special Tax pursuant to the Act or Section G herein.

“Final Map Parcel” means a Taxable Parcel designated for new development, which is part of a Final Subdivision Map. Once a parcel is classified as a Final Map Parcel, it shall remain a Final Map Parcel.

“Final Subdivision Map” means a recorded map in compliance with the Subdivision Map Act (California Government Code § 66410 et seq.).

“Fiscal Year” means the period commencing on July 1 of any year and ending the following June 30.

“Indenture” means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which CFD No. 2014-1 bonds are issued, as modified, amended and/or supplemented from time to time or any instrument(s) replacing the same.

“Maximum Special Tax” means for each Assessor’s Parcel of Taxable Property, the maximum Special Tax determined in accordance with Section C, which may be levied in a given Fiscal Year on such Assessor’s Parcel.

“Maximum Special Tax Revenue” means the greatest amount of revenue that can be collected in total from a group of parcels (such as developed parcels) by levying the Maximum Special Tax.

“Maximum CFD Special Tax Revenue” means the sum of the Maximum Special Tax levied on all Taxable Parcels in the CFD in a Fiscal Year.

“Multifamily” or **“Multifamily Residential Parcel”** means any parcel designated or

developed for more than one residential dwelling unit per parcel. Such uses may consist of apartments, condominiums, townhomes, time-share units, row houses, duplexes, or triplexes.

“Nonresidential Parcel” means a Taxable Parcel with land uses other than Residential Uses.

“Original Parcel” means an Assessor’s Parcel identified and assigned a Maximum Special Tax in Table 1 of Section C.1 below.

“Outstanding Bonds” means all CFD No. 2014-1 bonds, notes or other debt instruments which are outstanding under an Indenture or other documentation of such debt.

“Property Owner Association Property” means, for each Fiscal Year, any Assessor’s Parcel that was owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

“Proportionately” means for Taxable Property that the ratio of the actual Special Tax levy to Maximum Special Tax is the same for all Assessor’s Parcels.

“Public Property” means all Assessor’s Parcels which, as of the January 1 preceding the Fiscal Year in which the Special Tax is being levied, are (i) owned by, dedicated to, or irrevocably offered for dedication to the federal government, the State, the County, District or any other public agency (each, a “Public Entity”), provided, however, that any property leased by a Public Entity to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Single-Family Parcel” means, in any Fiscal Year, all parcels in the CFD for which a Building Permit was issued or may be issued for construction of a dwelling unit designated for Residential Use other than Multifamily Residential Use.

“Special Tax” means the special tax authorized to be levied within CFD No. 2014-1 pursuant to this Rate and Method of Apportionment and the Act to fund the Special Tax Requirement.

“Special Tax Requirement” means for each Fiscal Year, the amount, as determined by the CFD Administrator, to: (i) pay Debt Service on all Outstanding Bonds due in the calendar year commencing in such Fiscal Year; (ii) pay periodic costs associated with the Outstanding Bonds, including but not limited to the costs of credit enhancements and federal rebate payments due in the Calendar Year commencing in such Fiscal Year; (iii) pay Administrative Expenses associated with Special Tax; (iv) establish or replenish any operational reserve fund; (v) pay incidental expenses related to the Authorized Facilities; (vi) fund the Estimated Special Tax Delinquency Amount; (vii) pay directly for the acquisition or construction of Authorized Facilities; and (viii) fund the shortfall, if any, in Special Tax revenues collected in the preceding Fiscal Year necessary to fund the Special Tax Requirement for such Fiscal Year where the shortfall resulting from delinquencies in the payment of Special Taxes exceeded the Estimated Special Tax Delinquency Amount.

“Subdivision” means a subdivision of property by recordation of a final map, parcel map or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66140 *et seq.*); recordation of a condominium plan pursuant to California Civil Code 1352 that creates individual lots for which building permits may be issued; other actions that result in a change of Assessor’s Parcel boundaries or numbering within CFD No. 2014-1; or a combination of the foregoing.

“Successor Parcel” means an Assessor’s Parcel created by the Subdivision of one or more Original Parcels or other Successor Parcels.

“**Taxable Acreage**” means that area of a parcel that is determined by the Administrator to become a Taxable Parcel or Parcels upon further Subdivision. In determining the Taxable Acreage of a Taxable Parcel, the CFD Administrator should consider the development potential of a Taxable Parcel.

“**Taxable Property**” or “**Taxable Parcel**” means a parcel that is not exempt from the Special Tax pursuant to the Act or Section G.

“**Tentative Map**” means a tentative subdivision map as defined by the Subdivision Map Act.

“**Undeveloped Parcel**” means a Taxable Parcel that is not a Developed Parcel or Final Map Parcel.

B. CLASSIFICATION OF ASSESSOR’S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2014-2015, each Assessor’s Parcel shall first be classified by the CFD Administrator as an Original Parcel or a Successor Parcel. In addition, each such Fiscal Year, each Successor Parcel shall be further classified by the CFD Administrator as Taxable Property or Exempt Property. In addition, each such Fiscal Year, Taxable Property shall be further classified by the CFD Administrator as a Developed Parcel, Final Map Parcel, or Undeveloped Parcel. Commencing with Fiscal Year 2014-2015 and for each subsequent Fiscal Year, all Taxable Property shall be subject to the levy of Special Taxes pursuant to Section C below.

C. MAXIMUM SPECIAL TAX

1. Original Parcels

Each Fiscal Year commencing in Fiscal Year 2014-2015, each Assessor’s Parcel classified as an Original Parcel shall be subject to the Special Tax. The Maximum Special Tax for each Original Parcel shall be equal to the amount shown in Table 1 below.

TABLE 1
FISCAL YEAR 2014-2015
MAXIMUM SPECIAL TAX

APN	Maximum Special Tax
073-0470-004	\$24,336
073-0470-005	\$36,786
073-0470-006	\$1,132
073-0180-029	\$22,638
073-0090-062	\$28,297
073-0790-023	\$113,188
073-0800-003	\$155,633
073-0800-007	\$566
073-0800-008	\$84,891
073-0800-009	\$70,743

2. Successor Parcels

For any Fiscal Year, each Assessor's Parcel classified as a Successor Parcel shall be subject to the Special Tax. For Successor Parcels that were valid Assessor's Parcels in the previous Fiscal Year, the Maximum Special Tax for the current Fiscal Year shall be equal to the Maximum Special Tax assigned to such Assessor's Parcel in the previous Fiscal Year. For Successor Parcels that were not valid Assessor's Parcels in the previous Fiscal Year, the Maximum Special Tax shall be determined by the CFD Administrator based on the method of apportionment described in Section D below and shall apply for all future years that such Assessor's Parcel is valid and the Special Tax is applicable.

D. METHOD OF APPORTIONMENT OF SPECIAL TAX

Commencing with Fiscal Year 2014-2015 and for each following Fiscal Year, the District Board shall apportion the annual Special Tax as set forth below until the amount of Special Taxes equals the Special Tax Requirement.

First: All Original Parcels will be assigned the Maximum Special Tax shown in Table 1 of Section C above.

Second: All Successor Parcels that have been assigned a Maximum Special Tax in a previous Fiscal Year will be assigned that same Maximum Special Tax for the current Fiscal Year.

Third: Each Successor Parcel that has not been assigned a Maximum Special Tax in a previous Fiscal Year will be assigned a Maximum Special Tax by the CFD Administrator using the following apportionment formula:

- a) For each Subdivision, (i) all Original Parcels and Successor Parcels that were assigned a Maximum Special Tax in a previous Fiscal Year but are no longer valid Assessor's Parcels shall be designated "Parent Parcels" and (ii) all Successor Parcels that are within the boundaries of CFD No. 2014-1 but have not been assigned a Maximum Special Tax in a previous Fiscal Year shall be designated "Child Parcels".
- b) The sum of Maximum Special Taxes assigned to the Parent Parcels included within the Subdivision shall be apportioned to the Child Parcels based on the following procedures:
 - (1) If the Subdivision creates Single-Family Parcels or condominiums, divide the sum of the Maximum Special Taxes assigned to the Parent Parcels by the number Final Map Parcels in the Subdivision.
 - (2) If the Subdivision creates Multifamily Parcels or Nonresidential Parcels allocate the Maximum Special Taxes based upon each Child Parcel's proportionate Taxable Acreage of Taxable Parcels within the Subdivision. Under no circumstances shall the sum of Maximum Special Tax amounts for the Child Parcels associated with any Subdivision be less than the sum of Maximum Special Tax amounts of the Parent Parcels associated with such Subdivision (all Child Parcels shall henceforth be considered Successor Parcels). If a Tentative Map has been approved for all or portions of the Subdivision, the CFD Administrator shall use the Tentative Map to assign Taxable Acreage to Child Parcels. If the Subdivision creates Single-Family Parcels, use the procedures in the following section to assign the Maximum Special Tax to Single-Family Parcels.
 - (3) If Child Parcels are created by means other than a Subdivision allocate the Maximum

Special Taxes based upon each Child Parcel's proportionate Taxable Acreage of Taxable Parcels. The CFD Administrator shall use development records and other records of the County to determine the developable portion of a Child Parcel to determine the Taxable Acreage of such parcels.

Fourth: The Administrator will compute the Special Tax Requirement. The Administrator then will determine the tax levy for each Taxable Parcel using the following process:

- a. Compute the Special Tax Requirement using the definition of Special Tax Requirement in **Section 2**.
- b. Compute 100 percent of the Maximum Special Tax Revenue for all Developed Parcels.
- c. If the amount from **Step b** is greater than the Annual Costs in **Step a**, Proportionately reduce the Special Tax levy on all Developed Parcels until just equal to the Special Tax Requirement.
- d. If the amount from **Step b** is greater than the Annual Costs in **Step a**, increase Proportionately the Assigned Special Tax levy for each Developed Parcel until the Special Tax revenue from the levy of the Assigned Special Tax on all Developed Parcels equals Special Tax Requirement calculated in **Step a**.
- e. If the amount from **Step b** is less than Annual Costs in **Step a**, increase proportionately the Maximum Special Tax levy for each Final Map Parcel up to 100 percent of the Maximum Special Tax for each Final Map Parcel until the sum of the amount computed in **Section b** for all Developed Parcels plus the levy of the Maximum Special Tax on Final Map Parcels equals the Special Tax Requirement.
- f. If the amounts from **Step b** for all Developed Parcels and **Step e** for all Final Map Parcels together are less than Annual Costs in **Step a**, increase proportionately the Maximum Special Tax levy for each Undeveloped Parcel up to 100 percent of the Maximum Special Tax for each Undeveloped Parcel until the sum of the amounts computed in **Steps b** and **e** plus the levy of Maximum Special Tax on Undeveloped Parcels equals Special Tax Requirement.
- g. Levy on each Taxable Parcel the amount calculated above.
- h. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to **Section I**, send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will not be sent later than the date required by the Auditor for such inclusion.

The Administrator will make every effort to correctly calculate the Special Tax for each Parcel. It will be the burden of the taxpayer to correct any errors in determining which Parcels are subject to the Special Tax and their Special Tax assignments.

Fifth: If as a result of the allocation of the Maximum Special Tax to Child Parcels results in tax burdens that seem disproportionate to other such Child Parcels, a property owner may request that the CFD Administrator reapportion the Maximum Special Tax across other Taxable Parcels with 100-percent consent of all affected property owners.

E. PREPAYMENT OF SPECIAL TAX

1. Prepayment in Full

The obligation of the property within CFD No. 2014-1 to pay the Special Tax may be satisfied through prepayment as described herein only if there are no delinquent Special Taxes with respect to such Assessor’s Parcel at the time of prepayment. An owner of the Assessor’s Parcel intending to prepay the Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount for such Assessor’s Parcel. The CFD Administrator may charge such owner a reasonable fee for providing this service. Prepayment must be made not less than 30 days prior to a date that notice of redemption of CFD No. 2014-1 Outstanding Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture that is specified in the report of the Special Tax Prepayment Amount (defined below).

The Special Tax Prepayment Amount shall be calculated as summarized below (capitalized terms defined in the following paragraphs of this section):

	Bond Redemption Amount
plus (+)	Redemption Premium
plus (+)	Future Facilities Amount
plus (+)	Defeasance Amount
plus (+)	Administrative Fees and Expenses
less (-)	Reserve Fund Credit
less (-)	Capitalized Interest Credit
less (-)	Reinvestment Earnings Credit
equals (=):	Special Tax Prepayment Amount

As of the proposed date of prepayment, the Special Tax Prepayment Amount shall be calculated as follows:

Paragraph No.:

1. Confirm that no Special Tax Delinquencies apply to such Assessor’s Parcel.
2. Divide the Maximum Special Tax for such Assessor’s Parcel by the total estimated Maximum Special Tax levy for CFD No. 2014-1 that could be levied in the current fiscal year excluding any Assessor’s Parcels that have been prepaid (the “Prepayment Percentage”).
3. Multiply the Prepayment Percentage by the amount of bonds that are expected to be outstanding under the Indenture after the first interest and/or principal payment date following the current Fiscal Year (the “Bond Redemption Amount”).
4. Multiply the Bond Redemption Amount calculated in paragraph 3 by the applicable redemption premium (i.e. the redemption price less 100 percent), if any, on the Outstanding Bonds referenced in paragraph 3 (the “Redemption Premium”).
5. Compute the “Future Facilities Costs” which is equal to \$4,136,099 minus (i) the cost of Authorized Facilities previously paid from the Improvement Fund, (ii) moneys currently on deposit in the Improvement Fund and available to pay for Authorized Facilities, and (iii) moneys currently on deposit in an escrow fund that are expected to be available to finance the costs of Authorized Facilities.
6. Multiply the Prepayment Percentage by the Future Facilities Costs computed in paragraph 5

(the “Future Facilities Amount”).

7. Add the amount (if any) needed to pay interest on the Bond Redemption Amount between the prepayment date and the redemption date to the Special Tax levied on such Assessor’s Parcel in the current Fiscal Year that has not yet been paid (the “Defeasance Amount”).
8. Determine the administrative fees and expenses associated with computation of the Special Tax Prepayment Amount and redemption of previously issued bonds (“Administrative Fees and Expenses”).
9. Determine the expected reduction in the reserve requirement (as defined in the Indenture) associated with the prepayment (the “Reserve Fund Credit”). If the amount on deposit in the reserve fund at the time of prepayment is less than the reserve requirement (as defined in the Indenture) then the Reserve Fund Credit shall equal zero.
10. If any capitalized interest for the Previously Issued Bonds will not have been expended as of the date immediately following the first interest and/or principal payment following the current Fiscal Year, that amount shall be multiplied by the Prepayment Percentage (the “Capitalized Interest Credit”).
11. Determine the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Bond Redemption Amount, the Defeasance Amount and the Future Facilities Amount between the date of prepayment and the date those funds are expended (the “Reinvestment Earnings Credit”).
12. The Special Tax prepayment amount is equal to the sum of the amounts computed in paragraphs 3, 4, 6, 7 and 8 less the amounts computed in paragraphs 9, 10 and 11 (the “Special Tax Prepayment Amount”).

The Bond Redemption Amount, Redemption Premium and Defeasance Amount less the Reserve Fund Credit, Capitalized Interest Credit and Reinvestment Earnings Credit associated with those amounts shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The Future Facilities Amount less the portion of the Reinvestment Earnings Credit associated with that amount shall be deposited into the Improvement Fund. The Administrative Fees and Expenses associated with the prepayment shall be retained by CFD No. 2014-1.

The Special Tax Prepayment Amount may be insufficient to redeem a full \$5,000 increment of Outstanding Bonds. In such cases, the increment above \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of CFD No. 2014-1 bonds or to make debt service payments.

Upon confirmation of the payment of the current Fiscal Year’s Special Tax levy associated with paragraph 7 (above), the CFD Administrator shall remove the current Fiscal Year’s Special Tax levy for such Assessor’s Parcel from the County tax rolls. For any Assessor’s Parcel that is prepaid, the County shall cause a suitable notice to be recorded in compliance with the Act to indicate that the prepayment of the Special Tax and the release of the Special Tax lien on such Assessor’s Parcel, and the obligation of such Assessor’s Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless, at the time of such proposed prepayment, the amount of Maximum Special Taxes that may be levied on Taxable Property within CFD No. 2014-1 both prior to and after the proposed prepayment is at least equal to the sum of (i) the Administrative Expenses as defined in Section A above and (ii) 1.10 times the annual debt service on the Outstanding Bonds for each remaining Fiscal Year.

2. Prepayment in Part

The obligation of an Assessor's Parcel to pay the Special Tax may be partially prepaid as described herein, provided that a partial prepayment may only be made if there are no delinquent Special Taxes associated with such Assessor's Parcel at the time of partial prepayment. The full Special Tax Prepayment Amount shall be calculated as described in Section E.1 above, then the partial prepayment amount will be determined by using the following formula:

$$PP = [(PE - A) \times F] + A$$

These terms have the following meaning:

PP = the partial prepayment amount

PE = the Special Tax Prepayment Amount determined according to Section E.1 above

F = the percentage, expressed as a decimal, by which the owner of the Assessor's Parcel is partially prepaying the Special Tax

A = the Administrative Fees and Expenses calculated in paragraph 8 of Section E.1 above

The owner of any Assessor's Parcel who desires to make a partial prepayment shall notify the CFD Administrator of such owner's intent and the percentage of Special Tax obligation that the owner intends to prepay. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax within 30 days of the request and may charge a reasonable fee for providing this service. The CFD Administrator shall (i) distribute or cause to be distributed the funds remitted to it according to Section E.1 and (ii) indicate in the records of CFD No. 2014-1 that there has been a partial prepayment of the Special Tax.

F. TERMINATION OF SPECIAL TAX

The Special Tax shall be levied as long as necessary to meet the Special Tax Requirement for a period not to exceed fifty years commencing with Fiscal Year 2014-15, provided however that the Special Tax will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined that all required interest and principal payments on CFD No. 2014-1 bonds have been paid.

G. EXEMPTIONS

For each Subdivision that takes place within CFD No. 2014-1, for the Fiscal Year immediately following the Subdivision of such property, the CFD Administrator shall classify as Exempt Property all Public Property and Property Owner Association Property resulting from such Subdivision. If an Assessor's Parcel of Taxable Property becomes Public Property or Property Owner Association Property in its entirety, it will remain Taxable Property and must be prepaid in full in accordance with Section E.1 above prior to it being transferred to the public entity or property owner's association.

H. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the CFD Administrator not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the decision of the CFD Administrator requires that the Special Tax for an Assessor's Parcel be modified or changed in

favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) to compensate for the overpayment of the Special Tax.

I. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the Special Taxes may be billed and collected at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2014-1.

APPENDIX C. CURRENT DEBT SERVICE SCHEDULE

The following pages show the Current Debt Service Schedule.

Rancho Murieta Community Services District
Community Facilities District No. 2014-1
Current Debt Service Schedule

Bonds Dated: 01/29/2015
Bonds Issued: \$5,960,000.00

Payment Date	CUSIP	Interest Rate	Balance	Principal	Interest	Payment Total	Annual Total	Call Premium	Status
09/01/2015		.0000%	\$5,960,000.00	\$0.00	\$154,029.78	\$154,029.78	\$154,029.78	0.0000%	Paid
03/01/2016		0.0000	5,960,000.00	.00	130,780.00	130,780.00	.00	0.0000	Paid
09/01/2016		0.0000	5,960,000.00	.00	130,780.00	130,780.00	261,560.00	0.0000	Paid
03/01/2017		0.0000	5,960,000.00	.00	130,780.00	130,780.00	.00	0.0000	Paid
09/01/2017		0.0000	5,960,000.00	.00	130,780.00	130,780.00	261,560.00	0.0000	Paid
03/01/2018		0.0000	5,960,000.00	.00	130,780.00	130,780.00	.00	0.0000	Paid
09/01/2018	752135BE2	2.5000	5,960,000.00	130,000.00	130,780.00	260,780.00	391,560.00	0.0000	Paid
03/01/2019		0.0000	5,830,000.00	.00	129,155.00	129,155.00	.00	0.0000	Paid
09/01/2019	752135BF9	2.7500	5,830,000.00	130,000.00	129,155.00	259,155.00	388,310.00	0.0000	Paid
03/01/2020		0.0000	5,700,000.00	.00	127,367.50	127,367.50	.00	0.0000	Paid
09/01/2020	752135BG7	3.0000	5,700,000.00	135,000.00	127,367.50	262,367.50	389,735.00	0.0000	Paid
03/01/2021		0.0000	5,565,000.00	.00	125,342.50	125,342.50	.00	0.0000	Paid
09/01/2021	752135BH5	3.1250	5,565,000.00	140,000.00	125,342.50	265,342.50	390,685.00	0.0000	Paid
03/01/2022		0.0000	5,425,000.00	.00	123,155.00	123,155.00	.00	0.0000	Paid
09/01/2022	752135BJ1	3.3000	5,425,000.00	145,000.00	123,155.00	268,155.00	391,310.00	0.0000	Paid
03/01/2023		0.0000	5,280,000.00	.00	120,762.50	120,762.50	.00	0.0000	Paid
09/01/2023	752135BK8	3.5000	5,280,000.00	150,000.00	120,762.50	270,762.50	391,525.00	0.0000	Paid
03/01/2024		0.0000	5,130,000.00	.00	118,137.50	118,137.50	.00	0.0000	Paid
09/01/2024	752135BL6	3.5000	5,130,000.00	155,000.00	118,137.50	273,137.50	391,275.00	0.0000	Paid
03/01/2025		0.0000	4,975,000.00	.00	115,425.00	115,425.00	.00	0.0000	Unpaid
09/01/2025	752135BM4	3.7500	4,975,000.00	160,000.00	115,425.00	275,425.00	390,850.00	0.0000	Unpaid
03/01/2026		0.0000	4,815,000.00	.00	112,425.00	112,425.00	.00	0.0000	Unpaid
09/01/2026	752135BN2	4.0000	4,815,000.00	165,000.00	112,425.00	277,425.00	389,850.00	0.0000	Unpaid
03/01/2027		0.0000	4,650,000.00	.00	109,125.00	109,125.00	.00	0.0000	Unpaid
09/01/2027	752135BP7	4.0000	4,650,000.00	170,000.00	109,125.00	279,125.00	388,250.00	0.0000	Unpaid
03/01/2028		0.0000	4,480,000.00	.00	105,725.00	105,725.00	.00	0.0000	Unpaid
09/01/2028	752135BQ5	4.0000	4,480,000.00	180,000.00	105,725.00	285,725.00	391,450.00	0.0000	Unpaid
03/01/2029		0.0000	4,300,000.00	.00	102,125.00	102,125.00	.00	0.0000	Unpaid
09/01/2029	752135BR3	4.7500	4,300,000.00	185,000.00	102,125.00	287,125.00	389,250.00	0.0000	Unpaid
03/01/2030		0.0000	4,115,000.00	.00	97,731.25	97,731.25	.00	0.0000	Unpaid
09/01/2030	752135BR3	4.7500	4,115,000.00	195,000.00	97,731.25	292,731.25	390,462.50	0.0000	Unpaid
03/01/2031		0.0000	3,920,000.00	.00	93,100.00	93,100.00	.00	0.0000	Unpaid
09/01/2031	752135BR3	4.7500	3,920,000.00	205,000.00	93,100.00	298,100.00	391,200.00	0.0000	Unpaid
03/01/2032		0.0000	3,715,000.00	.00	88,231.25	88,231.25	.00	0.0000	Unpaid
09/01/2032	752135BR3	4.7500	3,715,000.00	210,000.00	88,231.25	298,231.25	386,462.50	0.0000	Unpaid
03/01/2033		0.0000	3,505,000.00	.00	83,243.75	83,243.75	.00	0.0000	Unpaid
09/01/2033	752135BR3	4.7500	3,505,000.00	225,000.00	83,243.75	308,243.75	391,487.50	0.0000	Unpaid
03/01/2034		0.0000	3,280,000.00	.00	77,900.00	77,900.00	.00	0.0000	Unpaid
09/01/2034	752135BR3	4.7500	3,280,000.00	235,000.00	77,900.00	312,900.00	390,800.00	0.0000	Unpaid
03/01/2035		0.0000	3,045,000.00	.00	72,318.75	72,318.75	.00	0.0000	Unpaid
09/01/2035	752135BR3	4.7500	3,045,000.00	245,000.00	72,318.75	317,318.75	389,637.50	0.0000	Unpaid
03/01/2036		0.0000	2,800,000.00	.00	66,500.00	66,500.00	.00	0.0000	Unpaid
09/01/2036	752135BR3	4.7500	2,800,000.00	255,000.00	66,500.00	321,500.00	388,000.00	0.0000	Unpaid
03/01/2037		0.0000	2,545,000.00	.00	60,443.75	60,443.75	.00	0.0000	Unpaid

Rancho Murieta Community Services District
Community Facilities District No. 2014-1
Current Debt Service Schedule

Bonds Dated: 01/29/2015
Bonds Issued: \$5,960,000.00

Payment Date	CUSIP	Interest Rate	Balance	Principal	Interest	Payment Total	Annual Total	Call Premium	Status
09/01/2037	752135BR3	4.7500	2,545,000.00	270,000.00	60,443.75	330,443.75	390,887.50	0.0000	Unpaid
03/01/2038		0.0000	2,275,000.00	.00	54,031.25	54,031.25	.00	0.0000	Unpaid
09/01/2038	752135BR3	4.7500	2,275,000.00	280,000.00	54,031.25	334,031.25	388,062.50	0.0000	Unpaid
03/01/2039		0.0000	1,995,000.00	.00	47,381.25	47,381.25	.00	0.0000	Unpaid
09/01/2039	752135BR3	4.7500	1,995,000.00	295,000.00	47,381.25	342,381.25	389,762.50	0.0000	Unpaid
03/01/2040		0.0000	1,700,000.00	.00	40,375.00	40,375.00	.00	0.0000	Unpaid
09/01/2040	752135BR3	4.7500	1,700,000.00	310,000.00	40,375.00	350,375.00	390,750.00	0.0000	Unpaid
03/01/2041		0.0000	1,390,000.00	.00	33,012.50	33,012.50	.00	0.0000	Unpaid
09/01/2041	752135BR3	4.7500	1,390,000.00	325,000.00	33,012.50	358,012.50	391,025.00	0.0000	Unpaid
03/01/2042		0.0000	1,065,000.00	.00	25,293.75	25,293.75	.00	0.0000	Unpaid
09/01/2042	752135BR3	4.7500	1,065,000.00	340,000.00	25,293.75	365,293.75	390,587.50	0.0000	Unpaid
03/01/2043		0.0000	725,000.00	.00	17,218.75	17,218.75	.00	0.0000	Unpaid
09/01/2043	752135BR3	4.7500	725,000.00	355,000.00	17,218.75	372,218.75	389,437.50	0.0000	Unpaid
03/01/2044		0.0000	370,000.00	.00	8,787.50	8,787.50	.00	0.0000	Unpaid
09/01/2044	752135BR3	4.7500	370,000.00	370,000.00	8,787.50	378,787.50	387,575.00	0.0000	Unpaid
Grand Total:			\$5,960,000.00	\$5,247,337.28	\$11,207,337.28	\$11,207,337.28			

APPENDIX D. DELINQUENCY SUMMARY REPORT

The following pages show the Current Delinquency Summary.

Rancho Murieta Community Services District
Delinquency Summary Report
As of: 06/30/2024

District	Due Date	Billed Amount	Paid Amount	Delinquent Amount	Delinquent Amount %	Billed Installments	Paid Installments	Delinquent Installments	Delinquent Installments %
CFD 2014-1 - Community Facilities District No. 2014-1									
08/01/2015 Billing:									
	12/10/2015	\$0.00	\$0.00	\$0.00	0.00%	18	0	0	0.00%
	04/10/2016	\$0.00	\$0.00	\$0.00	0.00%	18	0	0	0.00%
	Subtotal:	\$0.00	\$0.00	\$0.00	0.00%	36	0	0	0.00%
08/01/2016 Billing:									
	12/10/2016	\$77,074.88	\$77,074.88	\$0.00	0.00%	25	24	0	0.00%
	04/10/2017	\$77,074.88	\$77,074.88	\$0.00	0.00%	25	24	0	0.00%
	Subtotal:	\$154,149.76	\$154,149.76	\$0.00	0.00%	50	48	0	0.00%
08/01/2017 Billing:									
	12/10/2017	\$204,808.42	\$204,808.42	\$0.00	0.00%	24	24	0	0.00%
	04/10/2018	\$204,808.42	\$204,808.42	\$0.00	0.00%	24	24	0	0.00%
	Subtotal:	\$409,616.84	\$409,616.84	\$0.00	0.00%	48	48	0	0.00%
08/01/2018 Billing:									
	12/10/2018	\$203,342.07	\$203,342.07	\$0.00	0.00%	24	24	0	0.00%
	04/10/2019	\$203,342.07	\$203,342.07	\$0.00	0.00%	24	24	0	0.00%
	Subtotal:	\$406,684.14	\$406,684.14	\$0.00	0.00%	48	48	0	0.00%
08/01/2019 Billing:									
	12/10/2019	\$213,611.03	\$213,611.03	\$0.00	0.00%	105	101	0	0.00%
	04/10/2020	\$213,611.03	\$213,611.03	\$0.00	0.00%	105	101	0	0.00%
	Subtotal:	\$427,222.06	\$427,222.06	\$0.00	0.00%	210	202	0	0.00%
08/01/2020 Billing:									
	12/10/2020	\$216,939.45	\$216,939.45	\$0.00	0.00%	104	100	0	0.00%
	04/10/2021	\$216,939.45	\$216,939.45	\$0.00	0.00%	104	100	0	0.00%
	Subtotal:	\$433,878.90	\$433,878.90	\$0.00	0.00%	208	200	0	0.00%
08/01/2021 Billing:									
	12/10/2021	\$222,717.02	\$222,717.02	\$0.00	0.00%	100	100	0	0.00%
	04/10/2022	\$222,717.02	\$222,717.02	\$0.00	0.00%	100	100	0	0.00%
	Subtotal:	\$445,434.04	\$445,434.04	\$0.00	0.00%	200	200	0	0.00%

Rancho Murieta Community Services District

Delinquency Summary Report

As of: 06/30/2024

District	Due Date	Billed Amount	Paid Amount	Delinquent Amount	Delinquent Amount %	Billed Installments	Paid Installments	Delinquent Installments	Delinquent Installments %
CFD 2014-1 - Community Facilities District No. 2014-1									
08/01/2022 Billing:									
	12/10/2022	\$222,980.98	\$222,980.98	\$0.00	0.00%	100	100	0	0.00%
	04/10/2023	\$222,980.98	\$222,980.98	\$0.00	0.00%	100	100	0	0.00%
	Subtotal:	\$445,961.96	\$445,961.96	\$0.00	0.00%	200	200	0	0.00%
08/01/2023 Billing:									
	12/10/2023	\$224,838.71	\$224,838.71	\$0.00	0.00%	100	100	0	0.00%
	04/10/2024	\$224,838.71	\$224,838.71	\$0.00	0.00%	100	100	0	0.00%
	Subtotal:	\$449,677.42	\$449,677.42	\$0.00	0.00%	200	200	0	0.00%
CFD 2014-1	Total:	\$3,172,625.12	\$3,172,625.12	\$0.00	0.00%	1,200	1,146	0	0.00%

APPENDIX E. FINAL BILLING DETAIL REPORT

The following pages show the Final Billing Detail Report for Fiscal Year 2024/25.

Rancho Murieta Community Services District
Community Facilities District No. 2014-1
Final Billing Detail Report for Fiscal Year 2024/25

APN	Property Type	Levy	Rounding Total	Grand Total
073-0090-062-0000	Residential	\$23,524.80	(\$0.01)	\$23,524.78
073-0180-029-0000	Residential	18,820.16	0.00	18,820.16
073-0790-023-0000	Residential	94,099.17	(0.01)	94,099.16
073-0800-003-0000	Residential	129,385.94	0.00	129,385.94
073-0800-007-0000	Residential	470.55	0.00	470.54
073-0800-008-0000	Residential	70,574.39	0.00	70,574.38
073-0800-009-0000	Residential	58,812.39	(0.01)	58,812.38
073-0890-004-0000	Non Residential	1,688.50	0.00	1,688.50
073-0890-007-0000	Non Residential	3,714.70	0.00	3,714.70
073-0890-012-0000	Non Residential	1,440.36	0.00	1,440.36
073-0890-014-0000	Non Residential	114.97	(0.01)	114.96
073-0890-018-0000	Non Residential	402.30	0.00	402.30
073-0890-020-0000	Non Residential	591.25	(0.01)	591.24
073-0890-021-0000	Non Residential	5,031.78	0.00	5,031.78
073-0890-025-0000	Non Residential	7,760.38	0.00	7,760.38
073-0890-026-0000	Non Residential	2,347.18	0.00	2,347.18
073-0890-028-0000	Non Residential	1,963.22	0.00	1,963.22
073-0890-029-0000	Non Residential	1,048.44	0.00	1,048.44
073-0890-032-0000	Non Residential	1,882.72	0.00	1,882.72
073-0890-033-0000	Non Residential	1,979.32	0.00	1,979.32
073-0890-034-0000	Non Residential	1,615.08	0.00	337.54
073-0890-035-0000	Non Residential	1,848.41	(0.01)	3,125.94
073-0920-001-0000	Residential	369.56	0.00	369.56
073-0920-002-0000	Residential	369.56	0.00	369.56
073-0920-003-0000	Residential	369.56	0.00	369.56
073-0920-004-0000	Residential	369.56	0.00	369.56
073-0920-005-0000	Residential	369.56	0.00	369.56
073-0920-006-0000	Residential	369.56	0.00	369.56
073-0920-007-0000	Residential	369.56	0.00	369.56
073-0920-008-0000	Residential	369.56	0.00	369.56
073-0920-009-0000	Residential	369.56	0.00	369.56
073-0920-010-0000	Residential	369.56	0.00	369.56
073-0920-011-0000	Residential	369.56	0.00	369.56
073-0920-012-0000	Residential	369.56	0.00	369.56
073-0920-013-0000	Residential	369.56	0.00	369.56
073-0920-014-0000	Residential	369.56	0.00	369.56
073-0920-015-0000	Residential	369.56	0.00	369.56
073-0920-016-0000	Residential	369.56	0.00	369.56
073-0920-017-0000	Residential	369.56	0.00	369.56
073-0920-018-0000	Residential	369.56	0.00	369.56
073-0920-019-0000	Residential	369.56	0.00	369.56
073-0920-020-0000	Residential	369.56	0.00	369.56

Slight variances may occur due to rounding

Rancho Murieta Community Services District
Community Facilities District No. 2014-1
Final Billing Detail Report for Fiscal Year 2024/25

APN	Property Type	Levy	Rounding Total	Grand Total
073-0920-021-0000	Residential	369.56	0.00	369.56
073-0920-022-0000	Residential	369.56	0.00	369.56
073-0920-023-0000	Residential	369.56	0.00	369.56
073-0920-024-0000	Residential	369.56	0.00	369.56
073-0920-025-0000	Residential	369.56	0.00	369.56
073-0920-026-0000	Residential	369.56	0.00	369.56
073-0920-027-0000	Residential	369.56	0.00	369.56
073-0920-028-0000	Residential	369.56	0.00	369.56
073-0920-029-0000	Residential	369.56	0.00	369.56
073-0920-030-0000	Residential	369.56	0.00	369.56
073-0920-031-0000	Residential	369.56	0.00	369.56
073-0920-032-0000	Residential	369.56	0.00	369.56
073-0920-033-0000	Residential	369.56	0.00	369.56
073-0920-034-0000	Residential	369.56	0.00	369.56
073-0920-035-0000	Residential	369.56	0.00	369.56
073-0920-036-0000	Residential	369.56	0.00	369.56
073-0920-037-0000	Residential	369.56	0.00	369.56
073-0920-038-0000	Residential	369.56	0.00	369.56
073-0920-039-0000	Residential	369.56	0.00	369.56
073-0920-040-0000	Residential	369.56	0.00	369.56
073-0920-041-0000	Residential	369.56	0.00	369.56
073-0920-042-0000	Residential	369.56	0.00	369.56
073-0920-043-0000	Residential	369.56	0.00	369.56
073-0920-044-0000	Residential	369.56	0.00	369.56
073-0920-045-0000	Residential	369.56	0.00	369.56
073-0920-046-0000	Residential	369.56	0.00	369.56
073-0920-047-0000	Residential	369.56	0.00	369.56
073-0920-048-0000	Residential	369.56	0.00	369.56
073-0920-049-0000	Residential	369.56	0.00	369.56
073-0920-050-0000	Residential	369.56	0.00	369.56
073-0920-051-0000	Residential	369.56	0.00	369.56
073-0920-052-0000	Residential	369.56	0.00	369.56
073-0920-053-0000	Residential	369.56	0.00	369.56
073-0920-054-0000	Residential	369.56	0.00	369.56
073-0920-055-0000	Residential	369.56	0.00	369.56
073-0920-056-0000	Residential	369.56	0.00	369.56
073-0920-057-0000	Residential	369.56	0.00	369.56
073-0920-058-0000	Residential	369.56	0.00	369.56
073-0920-059-0000	Residential	369.56	0.00	369.56
073-0920-060-0000	Residential	369.56	0.00	369.56
073-0920-061-0000	Residential	369.56	0.00	369.56
073-0920-062-0000	Residential	369.56	0.00	369.56

Slight variances may occur due to rounding

Rancho Murieta Community Services District
Community Facilities District No. 2014-1
Final Billing Detail Report for Fiscal Year 2024/25

APN	Property Type	Levy	Rounding Total	Grand Total
073-0920-063-0000	Residential	369.56	0.00	369.56
073-0920-064-0000	Residential	369.56	0.00	369.56
073-0920-065-0000	Residential	369.56	0.00	369.56
073-0920-066-0000	Residential	369.56	0.00	369.56
073-0920-067-0000	Residential	369.56	0.00	369.56
073-0920-068-0000	Residential	369.56	0.00	369.56
073-0920-069-0000	Residential	369.56	0.00	369.56
073-0920-070-0000	Residential	369.56	0.00	369.56
073-0920-071-0000	Residential	369.56	0.00	369.56
073-0920-072-0000	Residential	369.56	0.00	369.56
073-0920-073-0000	Residential	369.56	0.00	369.56
073-0920-074-0000	Residential	369.56	0.00	369.56
073-0920-075-0000	Residential	369.56	0.00	369.56
073-0920-076-0000	Residential	369.56	0.00	369.56
073-0920-077-0000	Residential	369.56	0.00	369.56
073-0920-078-0000	Residential	369.56	0.00	369.56
100 Accounts		\$457,941.69	(\$0.06)	\$457,941.60

Slight variances may occur due to rounding



Mimi Morris
General Manager
Rancho Murieta Community Services District (RMCS D)
PO Box 1050
Rancho Murieta, CA 95683

December 3, 2024

Subject: RM-052 Murieta Village Preliminary Water and Sewer Design

Dear Mimi,

Per our Master Services Agreement dated 10-16-24, between Rancho Murieta Community Services District and Domenicelli & Associates Inc, we are requesting authorization to proceed on the following Task Order.

This letter represents our estimated scope and budget for a Preliminary Design Report for the Rancho Murieta Village Water and Wastewater improvements projects. We understand that the District would like to replace all backyard water mains and re-connect the services to new water mains located in the streets. In addition, the project will provide individual wastewater services for each home (where practical) to be re-connected to the existing manholes and new wastewater collection mains (and manholes) located in the streets. D&A will make every effort to separate all sewer services, however there may be locations where routing services separately in a tight corridor or lengthy run, will make separation impractical. The predesign scope of services will incorporate the following desired results:

- Establish alignments in the existing streets for new water mains and sewer collection mains.
- Provide approximate alignments for new water services to new meters and sewer services to new cleanouts.
- Show approximate alignments for in-tract connections to homes at current or new connection points at the units.
- Establish pipe materials and sizes and all appurtenances required for the pipeline replacements.
- Determine quantities of pipelines, appurtenances and surface restoration to complete the project.
- Provide an opinion of probable costs for entire project.
- Lay out phasing of the project based on the estimated costs and anticipated annual budget available from District funding.
- Submittal of a Technical Memorandum summarizing the project approach, criteria, findings and results accompanied by a conceptual (approximate 30%) set of design drawings.



Not included in the scope of services are: 1) design level topographic and utility surveying, 2) geotechnical investigations or report, 3) right of way or easement acquisition, and 4) environmental documentation or permit processing. All of these services will be provided during the final design for the initial Phase of construction.

The following is a detailed scope of services to complete the project as described above.

Scope of Services:

Task 1 Gather & Review Information:

- a. Obtain Current Design Data:** Obtain system maps, as-built plans, development masterplan data, current flow data if available and homeowner contact information. D&A will also work with the District to conduct a one-day walk through to review the pertinent facilities data and flow data to compile criteria for system sizing upgrades and for preliminary layouts of new water and wastewater pipeline facilities.
- b. Topographic and Utility Surveying:** D&A will sub-consult with CenterPoint Engineering Inc. (CE) to provide a rectified aerial photo map of the project area (Via low elevation Lidar equipped drone) for use in base mapping. CE will also locate and dip all mainline sewer manholes and located all mainline water valves within the street right-of-ways.

Task 2 Establish Mainline Sewer Pipe Alignments: From data collected in Task 1, D&A will lay-out mainline sewer pipe alignments within the streets and establish sewer-line profiles based on existing manhole depths and future extensions of the sewer mains to provide all new sewer mains within the existing streets. This task assumes re-use of existing manholes as much as possible. This effort will establish design criteria and a new mainline backbone sewer collection system.

Task 3 Establish Mainline Water Pipe Alignments: From data collected in Task 1, D&A will lay-out mainline water pipe alignments within the streets to replace all of the existing in-street AC transite water mains and all backyard and below unit mains. These preliminary plan alignment layouts will take into consideration District design criteria and DDW separation requirements from other utilities.

Task 4 Establish Typical Private Service Connections for Sewer & Water: The D&A team will work with the District to visit several private residences to determine typical re-connection details for various home layouts for both water and sewer service connections. This will build on the one-day site visit in Task 1. Preliminary service connection lines will be added to the preliminary design plans for the water and sewer mains created in Task 2 & 3.



Task 5. Estimate Quantities and Opinions of Probable Construction Costs: Construction quantities and costs will be estimated based on the preliminary designs and recent bids and engineer’s estimates completed by D&A on several recent similar design projects. Cost estimates will also include non-construction costs such as engineering, administration, construction management and permitting.

Task 6 - Preliminary Design Report (PDR) and Drawings: D&A will assemble a Draft PDR in the form of a technical memorandum and Preliminary Design Drawings for review by the District. A review workshop will be conducted by D&A to discuss District comments and establish a presentation for a subsequent Board meeting. In the workshop, potential funding options will be presented by District staff, and a phasing plan of the project improvements will be determined based on available funding and anticipated schedule (to be provided by D&A) to complete construction phases. After the review workshop, D&A will provide responses to all comments and questions prior to completion of the final PDR. We anticipate that revisions to Tasks 2 through 5 may be necessary to address the District’s review and to complete the Final Report and Drawings.

Deliverables: PDF version of the Draft Pre-Design Report, Review Workshop Agenda and Responses to Comments, PDF version and two hard copies of the Final Report Technical Memorandum. Draft and Final Phased Preliminary Design Plans in PDF form. One hard copy for the Draft submittal and 2 hard copies for the Final submittal.

Project Timeline:

The following shows anticipated durations and milestones for completing the project tasks.

Milestone/Task description	Duration
Gather & Review Information (Task 1)	4 weeks
Establish Sewer & Water Main Alignments (Task 2 & 3)	5-weeks
Establish Private Services for Sewer & Water (Task 4)	4-weeks
Estimate Quantities & Opinions of Probable Costs (Task 5)	3-weeks
Draft PDR and District Review (Task 6)	6-weeks
Final PDR Technical Memorandum (Task 6)	3-weeks
Total Project Duration	25 Weeks



DOMENICHELLI AND ASSOCIATES, INC.

CIVIL ENGINEERING

Project Fees

Rancho Murieta Community Services District Murieta Village Preliminary Water and Sewer Design								Fee Estimate Dec-3-2024	
Tasks	Labor				Total Hours	Total Labor Costs	Subs	ODCs	Total
	QA/QC	Project Manager 1	Project Engineer 1	Project Engineer 2			Surveying	ODCs	Total Fee
	Joe Domenichelli	Daryl Heigher	Matt Domenichelli	Alex Mendoza			CenterPoint Engineering		
Task 1: Gather & Review Information									
1.a Obtain Current Design Data	8	12	8	8	36	\$6,288		\$150	\$6,438
1.b Surveying & Base Maps	2	4			14	\$2,292	\$8,030	\$50	\$10,372
Subtotal Task 1:	10	16	8	16	50	\$8,580	\$8,030	\$200	\$16,810
Task 2: Establish Mainline Sewers									
2.a Layout 30% Sewer Design Alignments	8	12	48	4	72	\$11,888		\$50	\$11,938
Subtotal Task 2:	8	12	48	4	72	\$11,888	\$0	\$50	\$11,938
Task 3: Establish Mainline Water Pipe									
3.a Layout 30% Water Design Alignments	6	12	4	40	62	\$9,732		\$50	\$9,782
Subtotal Task 3:	6	12	4	40	62	\$9,732	\$0	\$50	\$9,782
Task 4: Establish Private Service Connections Water & Sewer									
4.a Site Visit and Service Line Layouts	8	16	24	40	88	\$13,984		\$150	\$14,134
Subtotal Task 4:	8	16	24	40	88	\$13,984	\$0	\$150	\$14,134
Task 5: Estimate of Opinion of Probable Costs									
5.a Estimate Quantities & Probable Costs	8	12	32	16	68	\$11,104			\$11,104
Subtotal Task 5:	8	12	32	16	68	\$11,104	\$0	\$0	\$11,104
Task 6: Preliminary Design Report & Drawings									
6.a Draft Design Report & Plans	8	16	16	20	60	\$9,952			\$9,952
6.b Review Workshop & Respond to Comments	4	8		4	16	\$2,904		\$150	\$3,054
6.c Final Pre-Design Report & Plans	4	12		8	24	\$4,216		\$200	\$4,416
Subtotal Task 6:	16	36	16	32	100	\$17,072	\$0	\$350	\$17,422
TOTAL	56	104	132	148	440	\$72,360	\$8,030	\$800	\$81,190


Please give me a call if you have any questions.

Sincerely,

Joe Domenichelli
Domenichelli & Associates, Inc.

Authorization to Proceed by,

Rancho Murieta CSD Date



Caselle® Hosted Software & Services Proposal

Rancho Murieta Community Services District, CA

December 16, 2024

From:

Wade Walker, Territory Manager
pww@caselle.com

Caselle® Hosted Software & Services Proposal
Rancho Murieta Community Services District, CA
December 16, 2024

Proposal Summary

License Type	Hosted
Total Training	\$14,175
Total Setup	12,700
Total Conversion	12,830
Total Investment	\$39,705

A deposit of 50% of the total proposal price is required with order. The remaining balance will be due upon completion of all training or 60 days following the completed training for core applications, whichever comes first.

Monthly Hosted Maintenance & Support will be \$2,641.

I have read and agree to all terms & conditions proposed herein. I understand if the Rancho Murieta Community Services District is unable to provide data to Caselle in the requested format, additional fees will apply.

Signature

Printed Name & Title

Date

Caselle® Hosted Software & Services Proposal
Rancho Murieta Community Services District, CA
December 16, 2024

Proposal Detail

<i>Caselle</i> ® Application Software	License Type	Training	Setup	Conversion	Total
General Ledger	Hosted	\$2,250	\$700	\$3,000	\$5,950
Budgeting	Hosted	Included	-	-	-
Bank Reconciliation	Hosted	Included	-	2,500	2,500
miExcel GL	Hosted	Included	1,000	-	1,000
Payroll/Direct Deposit	Hosted	2,250	1,750	680	4,680
Electronic W2/1099	Hosted	Included	-	-	-
Timekeeping	Hosted	550	500	-	1,050
Human Resources	Hosted	550	-	-	550
Online Pay Stubs/W2's	Hosted	-	3,000	-	3,000
Accounts Payable	Hosted	550	500	150	1,200
AP Direct Pay	Hosted	Included	-	-	-
Utility Management	Hosted	3,375	1,500	6,000	10,875
Utility Electronic Reading Interface	Hosted	Included	250	-	250
Utility Service Orders	Hosted	550	500	-	1,050
Online Mapping	Hosted	-	-	-	-
Cash Receipting	Hosted	550	500	-	1,050
Community Portal	Hosted	-	-	-	-
Cash Receipting Web Services	Hosted	-	-	-	-
Utility Management Web Services	Hosted	-	-	-	-
Asset Management	Hosted	550	500	500	1,550
Caselle Document Management	Hosted	3,000	2,000	-	5,000
Zonal OCR	Hosted	-	-	-	-
Five (5) Concurrent User Licenses	Hosted	-	-	-	Included
Grand Total	Hosted	\$14,175	\$12,700	\$12,830	\$39,705

Caselle® Hosted Software & Services Proposal
 Rancho Murieta Community Services District, CA
 December 16, 2024

Software Assurance Detail

<i>Caselle</i> ® Application Software	Total
General Ledger	\$206
Budgeting	-
Bank Reconciliation	-
miExcel GL	38
Payroll/Direct Deposit	345
Electronic W2/1099	38
Timekeeping	101
Human Resources	169
Online Pay Stubs/W2's	46
Accounts Payable	206
AP Direct Pay	101
Utility Management	206
Utility Electronic Reading Interface	101
Utility Service Orders	101
Online Mapping	15
Cash Receipting	169
Community Portal	-
Cash Receipting Web Services	-
Utility Management Web Services	-
Asset Management	124
Caselle Document Management	300
Zonal OCR	-
Five (5) Concurrent User Licenses	375
Grand Total	\$2,641

Caselle[®] Hosted Software & Services Proposal
Rancho Murieta Community Services District, CA
December 16, 2024

Notes:

1. Training will take place at Caselle. We offer several options for training: at our location in Provo Utah, Onsite and Online. We offer a significant discount to come to our location for training and have found that taking you out of your environment helps avoid interruptions and can be the most beneficial. Some sites request a combination of all three. We encourage training at Caselle but are more than happy to do what works best for you and your staff.
2. Online Paystubs includes 40 employees paid bi-weekly and annual W2's. Software Assurance will be adjusted if the number of employees exceeds this estimate.
3. The subscription based Caselle Document Management includes: Full Text Search, Encryption, Drag and Drop, Role-Based Security, Versioning, Document Retention, Audit Trail, OCR (10,000 pages/month), three (3) Concurrent User Licenses, three (3) Advanced Workflow Licenses and the Caselle Integration.
4. If during the Implementation the Pre-Live and Go-Live needs to be re-scheduled you may be subject to additional charges up to \$10,000. depending on frequency and reason.

Caselle allocates resources and staffing to accomplish your implementation in a timely manner. When hard dates are set and missed it affects multiple projects and requires more time and resources.

5. History Conversion is available on a per-bid basis. Additional fees may apply upon review of existing legacy data.

Caselle® Hosted Software & Services Proposal
Rancho Murieta Community Services District, CA
December 16, 2024

Implementation Services

Data conversion is an involved, sometimes complicated procedure that must be completed with a high level of accuracy and precision. To make this process run smoothly, Caselle requires your assistance in providing the required materials for preliminary data conversion, offering clarification as needed during the conversion process, and supplying updated materials for the final data conversion. ***Please read the following information carefully.***

Gathering Preliminary Data

Assemble the following information and send it to Caselle.

- Complete the **Information Worksheets** during each phase of the conversion.
- Provide **data to be converted**.
 - You may need to clarify the data, as needed, during the conversion process.
 - Caselle will not convert the prior period detail during data conversion unless optional history conversion is specified in the contract.
- Send **printed or PDF reports** to verify account balances at the time data is sent to Caselle for preliminary conversion and again for final data conversion.

Submitting Conversion Data

You will be provided a file layout for each application that will have data conversion. The file layout details the required and/or optional fields that Caselle will need to provide the conversion. The cost of conversion quoted in this proposal is based on your submission of the necessary data in the requested formats. If data cannot be supplied in this format, additional costs will be billed to get your existing data into the desired formats ready for conversion, and could delay any proposed timeline. We may also need file layouts or descriptions of tables and where all of the necessary information is located within your existing data to complete the conversion.

Data Conversion Timeline

The timeline begins when the requested data and all required preliminary information has been received by Caselle. The timeline to complete an accurate data conversion can range from 120 – 180 days. This is dependent upon the condition of the data and the client’s willingness to review the preliminary information for accuracy, including information requested in the discovery phase of the conversion.

Scheduling Training

Important! Training will only be scheduled after Caselle has completed the mock conversion and the customer has reviewed and approved the conversion.

After training is scheduled, a representative from the Implementation team will review the remaining steps to ensure a successful implementation, prior to going Live on Caselle.

Caselle[®] Hosted Software & Services Proposal
Rancho Murieta Community Services District, CA
December 16, 2024

Software Setup & Data Conversion

This section contains the items, per directory, that will be setup and converted in each module. Since estimating the exact quantity may be difficult, we will adjust the calculated conversion cost if the actual number of items converted is greater than or less than 25% of the original estimate.

Data conversion requires that data be submitted in the required format. It is the responsibility of the customer to provide data to Caselle. Conversion services to retrieve or modify your data to the required formats are available at an additional cost. These services will be billed at Caselle's current hourly rate and are not included in this proposal.

General Ledger Setup

- Set up the control table in the General Ledger and Account Masks with the appropriate segments for funds, departments, revenue sources, object codes, and other account classifications.
- Modify the existing chart of accounts to utilize the advanced reporting features available with Caselle, if needed.
- Format five standard financial statements:
 - Balance Sheet with Revenue/Expenditures compared to budget
 - Allocation Reconciliation
 - Income Statement (All Funds)
 - Balance Sheet (All Funds)
 - Fund Summary Income Statement

Note: Additional fees may be required to set up additional financial statements.

- Establish all necessary journals for interfaced subsystems to allow the subsystems to update transactions to the General Ledger.
- Create a custom Checklist to document your organization's daily, monthly, and fiscal year-end steps; as well as budget procedures.

Data Conversion

- The current year-to-date trial balance and budget will be entered and balanced to your existing system. Caselle will provide supporting reports that document the balance sheet accounts, revenues, and expenditure balance for auditing purposes. A trial balance period will be established and all periods from that period forward will contain detail transaction information, if provided.

1,500 accounts are included

Bank Reconciliation Data Conversion

- Bank reconciliation for the desired cash accounts with outstanding deposits and checks will be established. A bank reconciliation will be completed and balanced to cash for the appropriate beginning period.

5 bank accounts are included

Caselle[®] Hosted Software & Services Proposal
Rancho Murieta Community Services District, CA
December 16, 2024

Payroll/Direct Deposit Setup

- Set up necessary pay codes for gross pay, deductions, taxes, and benefits.
- Set up check formats for the Employee Payroll Check and Vendor Remittance for applicable deductions.
- Create a custom Checklist to document all necessary payroll procedures for pay periods and year-end.
- Set up default reports for all necessary payroll reporting, including:
 - Transmittals
 - Standard State/Federal Reporting
- Set up header and batch information with the appropriate ACH/NACHA file information.
- Set up bank file with all necessary employee bank routing information.
- Format one direct deposit voucher and one transmittal voucher.
- Additional form set up, such as timesheets will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each employee's information will be converted. This information includes the employee name, address, Social Security number, exemptions, and worker's compensation status.
- Each employee's wage distribution for salary and benefits will be established.
- Employee pay codes for all wages, deductions, taxes, benefits, and reimbursements will be converted.
- Payroll YTD information will be entered and reviewed to ensure W-2 information is accurate at year-end.
- Payroll processing to verify data conversion is accurate will be completed.
- Payroll YTD totals, leave time, hours, and benefits will be balanced to the existing system if supporting reports are provided.
- Caselle will provide reports of the converted data for auditing purposes.
- Each employee file will be set up with the employee's bank routing account information for full ACH compatibility. A pre-notification test file will be generated and verified to ensure accuracy.

40 employees are included

Timekeeping Setup

- Establish activity codes and appropriate payroll overrides.
- Set up and define task codes, including descriptions and General Ledger override accounts, if necessary.
- Set up employee defaults for tasks, activities, and shifts.
- Set up applicable FLSA shifts.

Caselle[®] Hosted Software & Services Proposal
Rancho Murieta Community Services District, CA
December 16, 2024

Accounts Payable Setup

- Establish vendor defaults.
- Format one check form with requested stub detail.
- Create a Checklist to document Accounts Payable procedures, including the printing of 1099's.

Data Conversion

- Each vendor's information will be converted. This information includes the vendor name, street address, mailing address, remittance addresses, city, state, zip code, and 1099 status.
 - Exception: 1099 balances can be established, if provided.

75 vendors are included

AP Direct Pay Setup

- Set up header and batch information with the appropriate ACH/NACHA file information.
- Set up vendors with necessary routing and account numbers.
- Format one direct pay voucher.

Utility Management Setup

- Set up services, taxes, rate tables, and other fees for billing.
- Format one form for each of the following: utility bills, delinquent notices, and shut-off notices.
- Set up default reports for billing, meter proofing, and reviewing customer information.
- Create table lists to generate customer labels, reports for new connects, terminated customers with credit balances, and terminated customers with a zero balance.
- Create a Checklist to document daily, monthly, and billing procedures.
- Additional forms will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each customer's information will be entered and verified. This information depends on what is provided. Information will be converted as is and normally includes the customer number, name, service address, mailing address, city, state, zip code, telephone numbers, meter number, location, balances, and previous reads.
- All appropriate transactions for balancing the billing will be converted.
- Balancing totals, billing totals, receivable by service totals, if provided, will be balanced to the existing system using supporting reports.
- Caselle will provide reports of the converted data for auditing purposes.

3,000 meters or customers are included

Utility Electronic Reading Interface Setup

- Create the appropriate import/export formats and test with the interfaced meter reading equipment.

Caselle[®] Hosted Software & Services Proposal
Rancho Murieta Community Services District, CA
December 16, 2024

Service Orders Setup

- Set up the Service Order options (including user, department, and actions).
- Customize Service Order data entry screens.
- Format three Service Order form layouts.
- Set up the Utility Management interface.
- Additional form layouts will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Cash Receipting Setup

- Set up the General Ledger accounts for bank deposits and standard receipting revenue.
- Set up category and distribution codes.
- Set up payment types, for example, check, cash, and credit card, and associated reports for balancing.
- Create default reports to assist in daily operation.
- Create a Checklist to document procedures for daily cash receipting transactions, updates, and posting of receipts.

Community Portal

Caselle has partnered with Zift to provide you with a seamless integrated payment experience

Our Simplified Processing Rates:

Payment Cards

- 2.9% + 30¢ per transaction
- \$15.00 per chargeback

ACH

- \$1.00 Per transaction
- \$2.50 per ACH return
- \$15.00 per Unauthorized ACH return

No Monthly Fees

No Monthly Minimums

Asset Management Setup

- Establish the default depreciation frequency and method, with the asset number format.
- Set up departments, classifications, and asset types.
- Create a Checklist to document procedures, including the asset creation and General Ledger updates.

Data Conversion

- Asset number, description, department, classification, and type will be converted. The depreciation start date, life, and method of depreciation will be converted for each asset, if provided.
- Accumulated depreciation can be converted to ensure an accurate beginning balance.

CASELLE, INC.

Software as a Service Agreement

Caselle, Inc.
1656 S East Bay Blvd
Suite 100
Provo, UT 84606

Rancho Murieta Community
Services District
15160 Jackson Rd
Rancho Murieta, CA 95683

TERMS OF SERVICE

These Terms of Service constitute an agreement (this "Agreement") by and between Caselle, Inc., a Utah Corporation, ("Provider") and the Rancho Murieta Community Services District, CA, ("Recipient").

1. Definitions.

- (a) "Account" refers to the Service plans and features selected by Recipient at the time of this Agreement and accepted by Provider, as such plans and features may change by mutual consent of the parties, as recorded by Provider.
- (b) "AUP" refers to Provider's acceptable use policy as described in Schedule B.
- (c) "Authorized Representative" refers to an individual who is authorized under applicable law to bind and/or consent on behalf of the Provider or Recipient.
- (d) "Data Policy" refers to Provider's standard data deletion policy as described in Schedule A of this Agreement.
- (e) "Effective Date" refers to the date of this Agreement.
- (f) "Materials" refers to written and graphical content provided by or through the Service, including, without limitation, text, photographs, illustrations, and designs, whether provided by Provider, another customer of the Service, or any other third party.
- (g) "Recipient Data" refers to data in electronic form input or collected through the Service by or from Recipient.
- (h) "Service" refers to Provider's hosted version of the Caselle Connect software. The Service includes such features as are set forth on Provider's website (www.caselle.com), as Provider may change such features from time to time, in its sole discretion.
- (i) "Service Failure" refers to an event during which Recipient is unable to access or use the Service for more than four (4) hours.

2. Service & Payment.

- (a) *Service.* Provider will provide the Service to Recipient pursuant to its standard policies and procedures then in effect.

(b) *Payment.* Upon completion of data conversion and training, Recipient will pay Provider a monthly Service fee of \$2,641.00. The Service fee will be considered due five (5) days before the start of the calendar month of Service.

3. Service Level Agreement.

In the event of any "Service Failure," as that term is defined above, Provider will issue Recipient a credit. Credit will be 10% of the Recipient's monthly Service fee. Credits issued will apply to outstanding or future payments only and are forfeited upon termination of this Agreement. Provider is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation termination of this Agreement. Credits issued are the Recipient's sole remedy for the Service Failure in question. Provider shall not be liable for service failures caused by factors beyond the reasonable control of the Provider, such as, but not limited to, strikes, insurrection, war, fire, lack of energy, acts of God, mechanical or electrical breakdown, governmental acts or regulations, computer malfunction, quality of data from the customer's software or acts of third parties.

4. Materials, Software, & IP.

(a) *Materials.* Recipient recognizes and agrees that: (i) the Materials are the property of Provider or its licensors and are protected by copyright, trademark, and other intellectual property laws; and (ii) Recipient does not acquire any right, title, or interest in or to the Materials except the limited and temporary right to use them as necessary for Recipient's use of the Service.

(b) *Intellectual Property in General.* Provider retains all right, title, and interest in and to the Service, including without limitation all software used to provide the Service and all logos and trademarks reproduced through the Service, and this Agreement does not grant Recipient any intellectual property rights in or to the Service or any of its components.

5. Online Policies.

(a) *AUP.* Recipient will comply with the AUP. In the event of Recipient's material breach of the AUP, including without limitation any copyright infringement, Provider may suspend or terminate Recipient's access to the Service, in addition to such other remedies as Provider may have at law or pursuant to this Agreement. Neither this Agreement nor the AUP requires that Provider take any action against Recipient or any other customer for violating the AUP, but Provider is free to take any such action it sees fit.

(b) *Privacy Policy.* The Privacy Policy applies only to the Service and does not apply to any third party site or service linked to the Service or recommended or referred to through the Service or by Provider's employees.

6. Each Party's Warranties.

(a) *Recipient's Identity.* Recipient warrants: (i) that it has accurately identified itself through its Account and will maintain the accuracy of such identification; and (ii) that it is a corporation or other business entity authorized to do business pursuant to applicable law.

(b) *Right to Do Business.* Each party warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened

claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

- (c) *Disclaimers.* Except for the express warranties specified in this section, THE SERVICE IS PROVIDED “AS IS” AND AS AVAILABLE, AND PROVIDER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. Without limiting the generality of the foregoing, (i) PROVIDER HAS NO OBLIGATION TO INDEMNIFY OR DEFEND RECIPIENT AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; and (ii) Provider does not warrant that the Service will perform without error or immaterial interruption.

7. Limitation of Liability.

IN NO EVENT: (a) WILL PROVIDER’S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID FOR 60 DAYS OF SERVICE; AND (b) WILL PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED BY THIS SECTION 7 APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (iii) EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF RECIPIENT’S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 7, Provider’s liability will be limited to the maximum extent permissible.

8. Data Management.

- (a) *Access, Use, & Legal Compulsion.* Unless it receives Recipient’s prior written consent, Provider: (i) will not access or use Recipient Data other than as necessary to facilitate the Service; and (ii) will not give any third party access to Recipient Data. Notwithstanding the foregoing, Provider may disclose Recipient Data as required by applicable law or by proper legal or governmental authority. Provider will give Recipient prompt notice of any such legal or governmental demand and reasonably cooperate with Recipient in any effort to seek a protective order or otherwise to contest such required disclosure, at Recipient’s expense.
- (b) *Recipient’s Rights.* Recipient possesses and retains all right, title, and interest in and to Recipient Data, and Provider’s use and possession thereof is solely as Recipient’s agent.
- (c) *Retention & Deletion.* Provider will retain all Recipient Data until erased pursuant to the Data Policy.
- (d) *Injunction.* Provider agrees that violation of the provisions of this Section 8 might cause Recipient irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Recipient will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

9. Term & Termination.

- (a) *Term.* This Agreement will continue for one (1) year following the Effective Date (a “Term”). Thereafter, this Agreement will renew for subsequent terms (“Terms”) of thirty (30) days, unless

either party notifies the other of its intent not to renew thirty (30) or more days before the beginning of the next Term.

- (b) *Termination for Cause.* Either party may terminate this Agreement for material breach by written notice, effective in 30 days, unless the other party first cures such breach.
- (c) *Effects of Termination.* The following provisions will survive termination of this Agreement: (i) any obligation of Recipient to pay for Service rendered before termination; (ii) Sections 4, 5(b), 6(c), and 7 of this Agreement; and (iii) any other provision of this Agreement that must survive termination to fulfill its essential purpose.

10. Miscellaneous.

- (a) *Notices.* Provider may send notices pursuant to this Agreement to Recipient's address at Rancho Murieta Community Services District, 15160 Jackson Rd, Rancho Murieta, CA 95683, and such notices will be deemed received ten (10) days after they are sent. Recipient may send notices pursuant to this Agreement to Caselle, Inc, 1656 S East Bay Blvd, Suite 100, Provo, UT 84606, and such notices will be deemed received ten (10) days after they are sent.
- (b) *Amendment.* Provider may amend this Agreement (including the SLA and Data Policy) from time to time by posting an amended version at its website and sending Recipient written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Recipient first gives Provider written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Recipient's next Term following the Proposed Amendment Date (unless Recipient first terminates this Agreement pursuant to Section 9 above). Recipient's continued use of the Service following the effective date of an amendment will confirm Recipient's consent thereto. This Agreement may not be amended in any other way except through a written agreement executed by Authorized Representatives of each party. Notwithstanding the foregoing, Provider may amend the AUP or Privacy Policy at any time by posting a new version at its website and/or sending Recipient notice thereof, and such amended version will become effective 30 business days after such notice is sent.
- (c) *Independent Contractors.* The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other and neither may bind the other in any way.
- (d) *No Waiver.* Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
- (e) *Force Majeure.* To the extent caused by force majeure, no delay, failure, or default will constitute a breach of this Agreement.
- (f) *Assignment & Successors.* Neither party may assign this Agreement or any of its rights or obligations hereunder without the other's express written consent, except that either party may assign this Agreement to the surviving party in a merger of that party into another entity. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

- (g) *Choice of Law & Jurisdiction.* This Agreement will be governed and construed solely by the laws of the State of California, without reference to such State’s principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the state courts of California.
- (h) *Severability.* To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- (i) *Certain Notices.* Pursuant to 47 U.S.C. Section 230(d), Provider hereby notifies Recipient that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist in limiting access to material that is harmful to minors. Information regarding providers of such protections may be found on the Internet by searching “parental control protection” or similar terms.
- (j) *Conflicts among Attachments.* In the event of any conflict between the terms of this main body of this Agreement and those of any accompanying schedule, the terms of this main body will govern. In the event of any conflict between this Agreement and any Provider policy posted online, including without limitation the AUP and Privacy Policy, the terms of this Agreement will govern.
- (k) *Entire Agreement.* This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.

Note: The attached proposal is considered part of this Agreement.

The signatures below indicate each party’s acceptance of the Agreement. Each party has caused this Agreement to be executed by its duly Authorized Representative.

CASELLE, INC.

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

By: 

By:

Name: Larry Hutchings

Name:

Title: President

Title:

Date: December 16, 2024

Date:

Schedule A – Data Policy

- (a) *Access, Use, & Legal Compulsion.* Unless it receives Recipient’s prior written consent, Provider: (i) will not access or use data in electronic form collected through the Services from Recipient’s customers or other third parties, or collected or accessible directly from Recipient, (collectively, “Data”) other than as necessary to facilitate the Services; and (ii) will not give any third party access to Data. Notwithstanding the foregoing, Provider may disclose Data as required by applicable law or by proper legal or governmental authority. Provider will give Recipient prompt notice of any such legal or governmental demand and reasonably cooperate with Recipient in any effort to seek a protective order or otherwise to contest such required disclosure, at Recipient’s expense.
- (b) *Recipient’s Rights.* Recipient possesses and retains all right, title, and interest in and to Project Data, and Provider’s use and possession thereof is solely as Recipient’s agent.
- (c) *Retention & Deletion.* Provider will retain any Data in its possession until Erased. Provider will Erase: (i) all copies of Data promptly after Recipient’s written request; and (ii) all copies of Data no sooner than 90 days after termination of this Agreement and no later than 120 days after such termination. Promptly after Erasure pursuant to this Subsection (c), Provider will certify such Erasure in writing to Recipient. (“Erase” and “Erasure” refer to the destruction of data so that no copy of the data remains or can be accessed or restored in any way.)
- (d) *Individuals’ Access.* Provider will not allow any of its employees to access Data, except to the extent that an employee needs access in order to facilitate the Services and executes a written agreement with Provider agreeing to comply with Provider’s obligations set forth in this Section.
- (e) *Compliance with Law & Policy.* Provider will comply with all applicable federal and state laws and regulations governing the handling of Data.
- (f) *Leaks.* Provider will promptly notify Recipient of any actual or potential exposure or misappropriation of Data (any “Leak”) that comes to Provider’s attention. Provider will cooperate with Recipient and with law enforcement authorities in investigating any such Leak, at Provider’s expense. Provider will likewise cooperate with Recipient and with law enforcement agencies in any effort to notify injured or potentially injured parties, and such cooperation will be at Provider’s expense, except to the extent that the Leak was caused by Recipient. The remedies and obligations set forth in this Subsection (f) are in addition to any others Recipient may have.

Schedule B – Acceptable Use Policy

A. Unacceptable Use

Provider requires that all customers and other users of Provider's service (the "Service") conduct themselves with respect for others. In particular, please observe the following rules in your use of the Service:

- 1) *Privacy*: Do not violate the privacy rights of any person. Do not collect or disclose any personal address, social security number, or other personally identifiable information without each holder's written permission. Do not cooperate in or facilitate identity theft.
- 2) *Intellectual Property*: Do not infringe upon the copyrights, trademark rights, trade secret rights, or other intellectual property rights of any person or entity. Do not reproduce, publish, or disseminate software, audio recordings, video recordings, photographs, articles, or other works of authorship without the written permission of the copyright holder.
- 3) *Hacking, Viruses, & Network Attacks*: Do not access any computer or communications system without authorization, including the computers used to provide the Service. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website. Do not attempt to access or otherwise interfere with the accounts of other users of the Service.
- 4) *Fraud*: Do not issue fraudulent offers to sell or buy products, services, or investments. Do not mislead anyone about the details or nature of a commercial transaction. Do not commit fraud in any other way.
- 5) *Violations of Law*: Do not violate any law.

B. Consequences of Violation

Violation of this Acceptable Use Policy (this "AUP") may lead to suspension or termination of the Recipient's use of the Service or legal action. In addition, the Recipient may be required to pay for the costs of investigation and remedial action related to AUP violations.

C. Reporting Unacceptable Use

Provider requests that anyone with information about a violation of this AUP report it to the following address: Caselle, Inc. 1656 S East Bay Blvd, Suite 100, Provo, Utah 84606. Please provide the date and time of the violation and any identifying information regarding the violator, including e-mail or IP (internet protocol) address if available, as well as details of the violation.

D. Revision of AUP

Provider may change this AUP at any time by posting a new version on its website (www.caselle.com) or by sending the Recipient written notice thereof. The new version will become effective on the date of such notice.

SOFTWARE USE AGREEMENT

CASELLE, INC.
1656 S. East Bay Blvd.
Suite 100
Provo, UT 84606

("Caselle")

**RANCHO MURIETA COMMUNITY
SERVICES DISTRICT**
15160 Jackson Rd
Rancho Murieta, CA 95683

("You" or "Your")

You agree to Use the Software and Purchase the services detailed below ("Items"), and Caselle, Inc. agrees to provide them, subject to the terms and conditions on pages two and three of this Agreement.

Total Price \$39,705.00

Deposit: \$19,853.00

Balance Due \$19,852.00

Items

License Type	Hosted
Total Training	\$14,175.00
Total Setup	12,700.00
Total Conversion	12,830.00
Total Price	<u>\$39,705.00</u>

The attached Proposal is considered part of this Agreement.

The signatures below indicate each party's acceptance of this Agreement. Each party has caused this Agreement to be executed by its duly authorized representative.

CASELLE, INC.

By:



Name & Title: Larry Hutchings, President

Date: December 16, 2024

**RANCHO MURIETA COMMUNITY
SERVICES DISTRICT**

By:

Name & Title:

Date:

CASELLE, INC.
SOFTWARE USE AGREEMENT

Grant of Right

Caselle, Inc. and its Licensors agrees to grant, and You agree to accept a limited, non-transferable, non-exclusive right ("Right") to use the computer programs, with the accompanying manuals, literature and other materials ("Software") as detailed under Items, subject to the terms and conditions of this Software Use Agreement and subject to termination as provided herein. The term Software shall also include all revisions, updates, enhancements and new modules or add-ons to the existing Software as detailed under Items.

Payment

The Deposit shall be paid by You upon execution of this Software Use Agreement with the Balance to be paid upon completion of all Training or 60 days following the completed Training for core applications, whichever comes first. Payment shall be in U.S. Dollars and shall not be deemed to have been received by Caselle until Your check clears the banking process. Any costs incurred in collecting Your check, due to insufficient funds or any other reason, shall be reimbursed by you. Late payments shall be subject to a FINANCE CHARGE OF 1.5% PER MONTH, OR 18% PER ANNUM.

Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government excise, duties, sales, use, occupational, or like taxes now or hereafter in force, and are therefore subject to increase in an amount equal to any tax Caselle may be required to collect or pay upon licensing or delivery of any Items, other than federal, state and local taxes based on Caselle's income. You also agree to pay all personal property taxes which accrue to you by reason of this Agreement.

Title and Confidentiality

Title and full ownership rights to the Software licensed under this Agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this Agreement if you are required to disclose or make the Software available to a third party or to a court if the Software is

subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced or disclosed.

Rights

You may not:

- a) Rent, lease, sublicense, assign, sell, loan or otherwise transfer this Right, in whole or in part, except as expressly permitted by this Agreement.
- b) Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.
- c) Modify the Software or merge it into any other product without the express written consent of Caselle.
- d) Reproduce, prepare derivative works based upon, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.
- e) Transfer or assign the Software and the rights under this agreement to another party without the express written consent of Caselle.

Any attempt to do any of the above (a to e) shall void and terminate this Agreement.

Term

This Software Use Agreement is and shall be effective from the date of full execution and shall remain in force until terminated. You may terminate this Agreement at any time by notifying Caselle in writing at least 30 days prior to the date of termination Your Right terminates automatically if you materially fail to comply with any terms or conditions of this Agreement.

Warranty

Caselle warrants that it has sufficient right and title to the Software to grant You this Right. For one (1) year from the date of receipt of the Software ("Warranty Period"), Caselle also warrants the Software media to be free from defects in materials and workmanship under normal use, and Software operation will substantially conform to the specification published by Caselle. If an error or a defect in the Software or its media becomes apparent within the Warranty Period You must promptly notify Caselle, in writing, describing the defect. Upon confirming the error or defect Caselle will, at its exclusive option, repair or replace the item or refund the price paid for the defective item. Caselle does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. The warranty does not cover Software modified by anyone other than Caselle and problems with, or caused by, computer hardware or non-Caselle software. This limited warranty is VOID if failure of the licensed Software has resulted from accident, abuse or misapplication.

Disclaimers and Limitations of Warranty and Remedies

EXCEPT AS SPECIFICALLY STATED IN THE WARRANTY SECTION OF THIS AGREEMENT, THE SOFTWARE IS LICENSED "AS IS" WITHOUT ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CASELLE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR SAVINGS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION, ARISING FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY, EVEN IF CASELLE OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CASELLE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR DAMAGE WILL NOT, IN ANY EVENT, WHETHER BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER BASIS, EXCEED THE LICENSE FEES PAID BY YOU FOR THE LICENSED SOFTWARE GIVING RISE TO SUCH LIABILITY.

Returns

- a) No returns will be accepted without a written request to Caselle. To receive full credit, less the cancellation fee (set forth below), such requests must be made in writing to and received by Caselle's corporate office within thirty (30) days of this agreement. No returns will be considered for credit until appropriate notice has occurred within the time limits specified and all related materials are returned to Caselle's corporate office within ten (10) days of notice.
- b) Pre-approved returns occurring after the thirty-day period has lapsed will be allowed 75% credit, if such requests are made in writing to and received by Caselle's corporate office within sixty (60) days of this agreement. Any returns attempted after the sixty-day period has lapsed will receive no credit.
- c) A minimum cancellation fee of 10% will be assessed to all pre-authorized returns.
- d) In addition, You agree that You will return all written materials received from Caselle, including program materials, instruction manuals, and any and all training materials to Caselle.

Additional Services

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized support centers, and are subject to separate agreements.

General

- a) This Agreement shall be governed and construed in accordance with the laws of the State of California and You hereby consent to the jurisdiction of State and Federal courts in California. If any part of this Agreement violates applicable law, that part shall be deemed to be amended to the extent necessary to comply with the law.
- b) This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral, relating to the subject matter of this Agreement. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.
- c) If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
- d) All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.
- e) In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.
- f) Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail to the address set forth in this Agreement.
- g) The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. Failure to act by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall not operate as a waiver of any such right, power or remedy, and will not affect the validity of the whole or any part of this Agreement, or prejudice such party's right to take subsequent action.
- h) Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.
- i) The relationship of the Parties shall be solely that of independent contractors. No partnership, joint venture, employment, agency or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall attempt to bind the other, incur liabilities on behalf of the other, act as agent of the other, or authorize any representation contrary to the foregoing.
- j) This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns. However, this Agreement is not assignable by you. This Agreement is personal to you and neither the Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred without the prior written consent of Caselle. Any unauthorized assignment or transfer shall constitute a breach hereof and shall be voidable by Caselle.

663884 18/04

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

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

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

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

Rancho Murieta CSD WWRP (FA0009471):

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

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

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

3 2.4. Failure to promptly determine and document an appropriate
4 response to each of the findings of the compliance audit (19 CCR section
5 5100.8(d)). **VIOLATION CLOSED**

6 2.5. Failure to address the following in the PHA: 8) External events,
7 including seismic events (19 CCR section 5100.2(c)). **VIOLATION CLOSED**

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

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

13 **VIOLATION CLOSED**

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

20 2.8. Failure to address the following in the PHA: 8) External events,
21 including seismic events (19 CCR section 5100.2(c)). **VIOLATION CLOSED**

22 2.9. Failure to update and revalidate the PHA at least every five years
23 after the completion of the initial PHA (28 months late)(19 CCR section
24 5100.2(f)).

25 2.10. Failure to develop and implement written operating procedures that
26 address at least the following operating phases: 1) Initial startup; 2) Normal
27 operations; 3) Temporary operations; 4) Emergency shutdown including the
28 conditions under which emergency shutdown is required, and the assignment of

ATTACHMENT 2

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

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

9 2.12. Failure to promptly determine and document an appropriate
10 response to each of the findings of the compliance audit (19 CCR section
11 5100.8(d)). **VIOLATION CLOSED**

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

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

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

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

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

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

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

5 8.1. Respondent agrees to pay EMD an administrative civil penalty of
6 **\$15,960.00** no later than 30 days from date signed this Stipulation and Order is
7 signed by both parties, payable by cash, check, credit card, or money order.
8 Respondent’s payment shall be made payable to: “County of Sacramento,
9 Environmental Management Department.” Payment shall be delivered to EMD
10 within the time set forth above at the following address: 11080 White Rock
11 Road, Suite #200, Rancho Cordova, CA 95670. Attn: Heather Tanner.

12 8.2. Respondent agrees to submit Return to Compliance documentation
13 for all remaining open violations no later than 30 days from date signed this
14 Stipulation and Order is signed by both parties. **All violations closed as of**
15 **December 11, 2024.**

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

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

24 **ADDITIONAL PROVISIONS**

25 9.1. Parties Bound: This Stipulation and Order shall apply to and be
26 binding upon Respondent and its officers, directors, agents, receivers, trustees,
27 employees, contractors, consultants, successors, and assignees, including but
28 not limited to individuals, partners, and subsidiary and parent corporations; and

ATTACHMENT 2

1 upon EMD and any successor agency that may have jurisdiction over the subject
2 matter of this Stipulation and Order.

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

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

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

18
19
20
21
22
23
24
25
26
27
28

_____ Signature of Authorized Representative	_____ Title
_____ Printed Name	_____ Date

ATTACHMENT 2

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____

County of Sacramento
Environmental Management Department

Dennis Karidis,
Supervising Environmental Specialist IV
Environmental Compliance Division

W:\Data\ENFORCEMENT\CUPA ENFORCEMENT\LANCHO MURIETA\LANCHO ATTACHMENT 2 - STIPULATION AND ORDER.doc

For Administrative Use Only:

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

ORDINANCE O2024-02

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT (THE DISTRICT) , ADDING SECTION 10 TO CHAPTER 21 OF THE DISTRICT CODE TO IMPOSE A FEE FOR BARCODE STICKERS FOR THE SECURITY GATES AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

The Board of Directors of the District ordain as follows:

SECTION 1. Purpose and Authority. The purpose of this Ordinance is to increase the District's barcode sticker fee for the initial purchase price and add an annual renewal fee and an annual contractor barcode sticker fee. This Ordinance is adopted pursuant to Government Code sections 61115, 61123, 66016, and any other applicable law.

SECTION 2. Findings. The Board of Directors finds and determines as follows:

(a) The District has prepared a fee study that complies with Government Code Section (GCC) 66016 and demonstrates that the proposed new fees and increases in existing fees do not exceed the estimated amount required to provide the services for which the fees are levied;

(b) The Finance Department of the District has prepared a Cost of Services Study (Fee Study) for the District dated November 2024. The Fee Study sets forth the methodologies for determining the estimated amount required to process the initial issuance of the barcode stickers, the annual renewal of the barcode sticker, and issuing one-time barcode stickers for contractors. The Fee Study describes the amount of cost, or estimated cost, required to issue the barcode sticker and to operate the two security gates of the District and otherwise satisfies the requirements of the law with regard to the imposition and collection of certain user fees and service charges;

(c) The increased service charges are reasonably related to, and do not exceed, the District's cost of issuing and renewing barcode stickers, operating security gates, monitoring, controlling and registering guests or invitees of District customers and other visitors within the District, conducting such other activities as the Board, in its discretion, may authorize for the operation of the security gates and the protection of District customers and their property, other costs of providing the services listed above, and will not be used for any purposes other than those listed services;

(d) On November 20, 2024, the Finance Committee of the District reviewed the proposed amendment to the Barcode Sticker Fees and recommended that staff forward the proposed amendment to the Board of Directors for approval;

(e) The District has made the Fee Study available for public inspection and has published and mailed notices of the public hearing to consider the adoption of the proposed additions of Section 10 to Chapter 21 of the District Code and Fee Group schedule of the Fee Schedule in accordance with GCC section 66016;

(f) GCC section 66016(b) provides that any action by a local agency to levy a new fee or service charge or to approve an increase in an existing fee or service charge shall be taken only by ordinance or resolution;

(g) In accordance with GCC Section 66016, the District Secretary has caused notice to be provided as set forth in the Government Code Section 66000 *et seq.*, and on November 20, 2024, the Board of Directors received oral and written presentations concerning the fees and charges proposed for those categories of fees and charges set out in GCC Section 66000 *et seq.*;

(i) On December 18, 2024, the Board of Directors held a noticed public hearing to consider the adoption of an amendment to Chapter 21 of the District Code and to adopt new and increase specific fees and charges related to the issuance, renewal, and annual barcode fees for contractors; and

(j) all legal prerequisites prior to the adoption of this Ordinance have occurred.

SECTION 3. CEQA Findings. District staff has evaluated the potential environmental impacts of the adoption of the proposed amendments to the Barcode Sticker Fees pursuant to the California Environmental Quality Act (“CEQA”). The proposed actions do not constitute a “project” under CEQA pursuant to CEQA Guidelines Section 15378(b)(4) because these actions involve the creation of a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. In addition, these actions are statutorily exempt from CEQA under CEQA Guidelines Section 15273(a)(1) because these actions establish fees and charges to meet operating expenses, including employee wage rates and fringe benefits. The Board of Directors has reviewed the administrative record concerning the proposed actions and the proposed CEQA determination and, based on its own independent judgment, finds that the proposed actions set forth in this Ordinance are not subject to, or exempt from, the requirements of the CEQA and the State CEQA Guidelines pursuant to CEQA Guidelines Sections 15378(b)(4) and 15273(a)(1).

SECTION 4. Barcode Sticker Fee: Section 10.00 of Chapter 21 of the District Code is hereby added as follows:

CHAPTER 21, POLICIES REGULATING THE PROVISION OF AND TAXES FOR SECURITY SERVICES BY THE DISTRICT:

Section 10.00 Barcode Sticker-Rates

10.01 Barcode Sticker Fee

All persons authorized to obtain and desiring a barcode sticker for entrance into the District shall pay the following fees:

- (a) Initial Purchase Price for Each Barcode Sticker - \$25.00
- (b) Annual Renewal for Active Barcode Stickers - \$10.00
- (c) Annual Contractor Barcode – tiered rate as follows:
 - i. \$100 for sole proprietors, including gardening/landscaping, housekeepers, pool service, realtors, etc....,
 - ii. \$500 for developers and construction contractors with up to five construction vehicles needing regular access through the gates and
 - iii. \$1,000 for developers and construction contractors with over five construction vehicles needing regular gate access.

Note: This fee is voluntary, and each contractor determines whether they want to purchase a barcode to utilize the automated gate arm at specified hours for contractors. Additional research needs to be conducted to determine the full impact of item three, and it may take until FY 25-26 to derive the most appropriate way to track and assess this fee.

10.02 Disposition of Revenue

Revenues collected under the provisions of this Section 10.00 shall be deposited in the Special Tax fund established under Section 5.06 of this Chapter and shall be used only for the following purposes:

- a. Processing applications and renewals of barcode stickers, including but not limited to any necessary software and computer programs for the codes;
- b. Operating the security gates located at the entrances of Rancho Murieta, 24 hours a day, 365 days a year, including but not limited to staffing these gates;
- c. Monitoring, controlling, and registering guests or invitees of District customers and other visitors within the District;
- d. Conducting such other activities as the Board, in its discretion, may authorize for the operation of the security gates and the protection of District customers and their property;
- e. Other incidental costs of providing the services listed above.

10.03 Collection

The fee is collected when the barcode sticker is issued or renewed. No sticker may be issued before the applicable fee is paid.

SECTION 5. Any provisions of the District Code or any other resolution or ordinance of the District, to the extent that they are inconsistent with this Ordinance, are hereby repealed, and the District Secretary shall make any necessary changes to the District Code for internal consistency.

SECTION 6. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the Board of Directors intends that such invalidity will not affect the effectiveness of the remaining provisions or their application and, to this end, the provisions of this Ordinance are severable.

SECTION 7. Neither the adoption of this Ordinance nor the repeal or amendment by this Ordinance of any ordinance or part or portion of any ordinance previously in effect in the District or within the territory comprising the District shall constitute a waiver of any license, fee, or penalty or the penal provisions applicable to any violation of such ordinance.

SECTION 8. The District Secretary shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published once in a newspaper of general circulation published in the District within 15 days after the adoption of the Ordinance.

SECTION 9. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the 31st day after its passage. The annual barcode renewal fee will appear on the monthly service bill sent on or around March 1, 2025, in the initial year and on the monthly service bill sent on or around January 1 each year thereafter.

PASSED AND ADOPTED by the Board of Directors of the District, Sacramento County, California, at a meeting held on the 15th day of January 2024, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

President of the Board
Rancho Murieta Community
Services District

ATTEST:

Amelia Wilder, District Secretary

APPROVED AS TO FORM:

Patrick Enright, General Counsel
Richards, Watson & Gershon

DRAFT



July 24, 2024

Rancho Murieta Community Services District
15160 Jackson Road
Rancho Murieta, CA 95683

RE: Clemmentia Reservoir Bathymetric Survey

Thank you for contacting Adkins Engineering and Surveying for your surveying needs. Adkins has been serving Southern Oregon and Northern California for over 40 years with a wide variety of services including engineering, surveying, planning, testing and inspections.

It is our understanding that the District is wanting to conduct a bathymetric survey on one of your three reservoirs in order to better model a stage storage curve. We have prepared a scope and fee estimate outlined below:

1. Field Survey – Bathymetric Survey of the Clementia Reservoir, topographic survey of ground surface and drainage infrastructure around the reservoir, setting benchmarks for future use by the District.
2. Draft Reservoir Surface and 3D Volume Depiction – Prepare an AutoCAD map of the reservoir and surrounding topography for use by the District. Deliverables will include an AutoCAD file and map prepared on 22”x34” layout.

We propose to complete these items on a Time and Materials basis for an estimated fee of \$28,400.

Thank you for requesting our firm to provide you with our fee proposal and we look forward to working with the District. Please contact me if you have any questions or if you would like to discuss any details of this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kraig M. Blim', is written over a light grey circular stamp.

Kraig M. Blim, PLS (Oregon)

SERVICES CONTRACT

CUSTOMER NAME: **Rancho Murietta CSD**

SUBMITTED TO: **Attn. Travis Bohannon**

CONTRACT DATE: **November 19, 2024**

SUBMITTED BY: **Sara Malek**

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

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

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The total fee for services is **\$10,100.00** Price is valid for 60 days from the contract date. The Customer shall pay 100% of this service fee following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌlitude 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 SŌlitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Rancho Murietta CSD

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Please Remit All Payments to:

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

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

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

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.

SCHEDULE A - SERVICES

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

Image 1.1



Specifications:

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

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.

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

Assumptions:

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

General Qualifications:

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

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

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

SERVICES CONTRACT

CUSTOMER NAME: Rancho Murietta CSD

SUBMITTED TO: Travis Bohannon

CONTRACT DATE: November 20, 2024

SUBMITTED BY: Sara Malek

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

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

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

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

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

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

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

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

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

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

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

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

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

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Rancho Murietta CSD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

Please Remit All Payments to:

Customer's Address for Notice Purposes:

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

Please Mail All Contracts to:

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

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.

SCHEDULE A - SERVICES



FOUNTAIN INSTALLATION

Fountain Installation:

1. Company will install the following floating decorative fountain:

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

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

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

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

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

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

Warranty:

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

General Qualifications:

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

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

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

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

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