

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, February 19, 2025

Closed Session 4:00 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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to litigation pursuant to Government Code section 54956.9(d)2) and (e)(3) (one case)

CLAIM OF MELINDA MORRIS V. RANCHO MURIETA COMMUNITY SERVICES DISTRICT

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. January 15, 2025 Regular Board Meeting Minutes
 - 2. February 4, 2025 Improvements Committee Meeting Minutes
 - 3. February 6, 2025 Communications and Technology Committee Meeting Minutes
 - 4. February 6, 2025 Security Committee Meeting Minutes
 - **B.** Bills Paid Listing

7. Action Item CONSIDER PARKS COMMITTEE VOTE ON TRAIL MAP FOR RANCHO NORTH PROPERTIES

8. REVIEW DISTRICT MEETING DATES/TIMES FOR MARCH 2025

- A. Communications & Technologies Committee March 6, 2025 at 9:00 a.m.
- B. Security Committee March 6, 2025 at 10:00 a.m.
- C. Improvements Committee March 11, 2025 at 8:00 a.m.
- **D.** Personnel Committee March13, 2025 at 9:00 a.m.

- E. Finance Committee Meeting March 13, 2025 10:00 a.m.
- F. Special Board Meeting March 14, 2025 Open Session at 10:00 a.m.
- **G.** Regular Board Meeting March 19, 2025 Open Session at 5:00 p.m.

9. CORRESPONDENCE

- A. Email from Janis Eckard 2/3/2025
- 10. STAFF REPORTS (Receive and File)
 - A. Finance and Administration Report
 - **B.** Operations Report
 - C. Security Report

Discussion/Information Items

11. Discussion Item WATER 101

Action Items

- 12. Action Item DISCUSS AND SCHEDULE STRATEGIC PLANNING SESSIONS FOR THE BOARD OF DIRECTORS
- 13. Action Item APPROVE ACCOUNTING SOFTWARE CONTRACT WITH CASELLE
- 14. Action Item APPROVE ADMINISTRATIVE SERGEANT JOB DESCRIPTION
- 15. Action Item MODIFY JOB DESCRIPTION AND REPORTING RELATIONSHIP FOR DISTRICT SECRETARY
- 16. 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.

17. 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 February 13, 2025 at 3:00 p.m.



RANCHO MURIETA COMMUNITY SERVICES DISTRICT REGULAR BOARD MEETING MINUTES

January 15, 2025 Open Session 5:00 p.m.

1. CALL TO ORDER/ROLL CALL

President Booth called the Regular Board Meeting of the Board of Directors of Rancho Murieta Community Services District to order at 5:00 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 John Merchant. Also present at the District office were 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/Butler to adopt the Agenda. Second/Merchant. All in favor, motion passed.

3. PUBLIC COMMENT

Hary Gao commented on the status of a bill owed by a former tenant that he was not aware of until the tenant had moved out.

4. CONSENT CALENDAR

Richard Gehrs asked why the payment to the District's legal counsel was so large. Motion/Merchant to approve Consent Calendar. Second/Butler. Roll Call Vote: Ayes: Booth, Butler, Jenco, Maybee, Merchant. Noes: None. Absent: None. Abstain: None.

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

The date and time for the Personnel Committee was discussed. Richard Gehrs commented.

6. CORRESPONDENCE

Director Booth acknowledged the correspondence in the packet. Richard Gehrs commented on the bar code fees.

7. STAFF REPORTS

Complete Staff Reports can be found in the January 15, 2025 Regular board Meeting Packet on the District's website or by clicking here.

Under Agenda Item 9A, Mr. Matulich gave a summary of the Finance and Administration update, including:

- Financial Results FY 24-25 through 12/31/2024
- State of Accounting
 - 1. FY21-22 Audit
 - 2. Accounting software package
- Cash and Investments

Under Agenda Item 9B, Mr. Houston gave a summary of the Utility update, including:

- Water Treatment Facility
- December 2024 Drinking Water Production Data
- Water Consumption
- Raw Water Storage & Delivery
- Sewer
 - Wastewater Facility
- Project Updates
 - Water Treatment Plant #2 Filter Bed Rehab & Wastewater Treatment Plant Sodium Hypochlorite Conversion
 - o IWMP
 - Water Systems Consulting

Director Jenco asked that the power usage be tracked and reported to the Improvements Committee.

Director Merchant asked that the inflow into Calero be added to the report.

Tom Shewchuk commented on the need to have a joint meeting with CSD, RMA and the Country Club to discuss water.

Jay Hannon commented that we would have to have a secondary source of water.

Under Agenda Item 9C, Mr. Matulich gave a summary of the Security update, including:

- Operation Update
- Note on Recent Changes

8. COMMUNITY AND DRAFT REVIEWS OF DRAFT IWMP IN ADDITION TO THE TECHNICAL REVIEW

The Board participated in a discussion about the current state of the IWMP and the parameters for a consultant to perform a review.

9. WATER 101

Mr. Houston gave a presentation about groundwater banking.

10. TIMELY PRODUCTION OF THE BOARD PACKET

Director Merchant led the discussion, informing Staff of the desire by the Board to have the packet materials available the Friday before a meeting. If the information is not available by then he would prefer not to have that item on the agenda.

11. BUDGET TIMELINE

The Board received the proposed timeline for the Budget process from Mr. Matulich.

12. IT CONTRACTORS EXPENSES FY23-24 vs FY24-25

The Board participated in a discussion about the savings realized from the IT manager position. This item will be reviewed during the budget process.

13. APPROVE PROPOSAL WITH W.M. LYLES CO. FOR SCADA SERVER REPLACEMENT IN THE AMOUNT OF \$179,690

Mr. Houston discussed the contract for CIP #25-200-02. **Motion/Merchant** *to approve proposal with W.M. Lyles Co. for Scada Server Replacement in the amount of \$179,690.* **Second/Booth. Roll Call Vote: Ayes: Booth, Butler, Jenco, Maybee, Merchant. Noes: None. Absent: None. Abstain: None.**

14. APPROVE PROPOSAL FOR BATHYMETRIC STUDY OF CLEMENTIA RESERVOIR FROM CINQUINI & PASSARINO, INC

Mr. Houston introduced the proposal received. Motion/Butler to approve proposal for Bathymetric Study of Clementia Reservoir from Cinquini & Passarino, Inc. Second/Merchant. Roll Call Vote: Ayes: Booth, Butler, Jenco, Maybee, Merchant. Noes: None. Absent: None. Abstain: None.

15. AUTHORIZE PURCHASE OF SODIUM HYPOCHLORITE PUMP FOR WASTEWATER TREATMENT PLANT UPGRADE

Mr. Houston introduced the item, stating that the District will save time and money by purchasing our own pump for this project. **Motion/Butler** to authorize the purchase of sodium hypochlorite pump for wastewater treatment plant upgrade. **Second/Merchant**. **Roll Call Vote: Ayes: Booth, Butler, Jenco, Maybee, Merchant**. **Noes: None. Absent: None. Abstain: None**.

16. APPROVAL 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

There was a lengthy discussion from the Board and audience on this topic. Motion/Merchant to table this item. Second/Booth. Roll Call Vote: Ayes: Booth, Butler, Merchant. Noes: Jenco, Maybee. Absent: None. Abstain: None.

17. APPROVE PAYMENT TO GOLDEN STATE RISK MANAGEMENT AUTHORITY FOR PAST DUE PROPERTY INSURANCE PREMIUM

Director Booth offered background on this topic. **Motion/Booth** to approve payment to Golden State Risk Management Authority for past due property insurance premium. **Second/Merchant. Roll Call Vote: Ayes: Booth, Butler, Jenco, Merchant. Noes: Maybee. Absent: None. Abstain: None.**

18. APPROVE FUNDING TEMPORARY EMPLOYEES TO ASSIST WITH COMPLETION OF OUTSTANDING AUDITS

Mr. Matulich updated the Board with the cost of hiring two temporary employees to perform the data entry tasks necessary to complete the outstanding audits. **Motion/Merchant** to approve funding temporary employees to assist with completion of outstanding audits. **Second/Butler. Roll Call Vote: Ayes: Booth, Butler, Jenco, Maybee, Merchant. Noes: None. Absent: None. Abstain: None.**

19. DISCUSS AND SCHEDULE STRATEGIC PLANNING SESSIONS FOR THE BOARD OF DIRECTORS

Ms. Wilder presented the Board four quotes from organizations who facilitate strategic planning meetings, the least of which was \$14,850. The suggested topics were discussed and the value for the money. Director Butler provided the Board with an outline of what she would like to accomplish with this meeting. Motion/Merchant to use Director Butler's memo as a guideline and have the meeting internally. There was no second, motion dies.

20. INTERIM REPORTING RELATIONSHIPS FOR DISTRICT SECRETARY

Director Booth led the discussion on this topic. Mr. Enright suggested that this item be referred to the Personnel Committee.

21. DIRECTOR COMMENTS

None.

22. ADJOURNMENT

Director Booth adjourned the meeting at 8:13 p.m.

Respectfully submitted,

Amelia Wilder District Secretary



MEMORANDUM

Date: February 12, 2025

To: Board of Directors

From: Improvements Committee Staff

Subject: February 4, 2025 Improvements Committee Meeting Minutes

1. CALL TO ORDER

Director Merchant called the meeting to order at 8:00 a.m. Present were Directors Merchant and Jenco. Present from District staff were Eric Houston, Director of Operations, and Amelia Wilder, District Secretary.

2. IMPROVEMENTS STAFF REPORT

The following topics were discussed:

A. Potable Water Storage System Evaluation and Recommendations Draft Report

Mr. Houston shared the proposal from Domenichelli & Associates for the distribution modification. The Committee asked Staff to gather costs for completion of projects and report this to the March Improvements Committee.

B. Ground Water Test Well/Site Selection/Guidelines for Location

Mr. Houston discussed possible locations for wells and the necessary steps to drill them. The Committee discussed this topic.

Tom Shewchuk commented that an Ad Hoc Committee needs to be formed with CSD, RMA and the Country Club to discuss water.

C. Monthly Water Inventory and Production Report

Mr. Houston presented the findings of the Water Inventory Report for 2024.

D. WSC Urban Water Management Plan (UWMP) and Vision

Mr. Houston and the Committee discussed the eventual need for a UWMP. This topic will return to the Improvements Committee in March, and representatives from WSC will be in attendance.

E. Granlees Pumping Electrical Cost

Mr. Houston informed the Committee that he is working with SMUD to run a test to determine the costs of the 500hp pump. This topic will return to the Improvements Committee in March.

F. Steel Pipe to Calero Reservoir

Mr. Houston is waiting on a cost estimate to evaluate the pipe.

G. List of CIP Projects FY25-26

Mr. Houston presented some of the projects that will be proposed for the FY25-26.

H. SCWA Deposit

Mr. Houston informed the Committee that no payment was made.

I. District Administration Office Beautification

The Committee instructed Staff to get quotes to repair the curb in front of the building, and report to the Committee in April.

3. COMMENTS FROM THE PUBLIC

Gail Bullen commented that she had not seen the materials presented.

4. DIRECTOR AND STAFF COMMENTS

None.

5. ADJOURNMENT

The r	neeting	was ad	iourned	at 10:22	a.m.

MEMORANDUM

Date: February 10, 2025

To: Board of Directors

From: Communication & Technology Committee Staff

Subject: February 6, 2025, Communication & Technology Committee Meeting Minutes

1. CALL TO ORDER

Director Booth called the meeting to order at 9:00 a.m. Present were Director Booth and Director Butler. Present from District staff were Mark Matulich, Director of Finance and Administration, Eric Houston, Director of Operations; and Amelia Wilder, District Secretary.

2. UPDATE ON WEBSITE AND SOCIAL MEDIA

Ms. Wilder gave an update on the website and Facebook statistics. The Committee asked that there be a distinction made between the two "Board of Directors Meetings" listed on the Website information page.

3. STRATEGIC COMMUNICATIONS PLAN, INCLUDING THE PIPELINE

Director Butler would like to see more information on the Facebook page, including links to the meetings. She also discussed the number of residents who are receiving the Pipeline in the mail.

Director Booth asked how many people have signed up for electronic payment. Mr. Matulich answered that it was not at the goal of 80%.

The Strategic Communications Plan will be added to the Strategic Planning Meeting.

Director Booth and Richard Gehrs agreed that Nextdoor was a useful communication tool.

4. INTERNAL COMMUNICATION - STRATEGIC PLANNING WORKSHOP

Director Butler began the discussion with her desire to have a Strategic Planning Workshop. The Committee discussed their recommendations for this meeting and will provide Staff direction on the items that the wish to be removed from the proposals received for facilitation of the meeting with Staff so that new quotes can be obtained.

Director Butler also asked that the Projects Reports be returned to the Communication and Technology Committee. *The Strategic Planning Workshop will be on the February 19, 2025 Board Agenda.*

5. COMMUNICATIONS WITH THE COMMUNITY

Director Booth reminded the audience that the Bar Code fees were in suspense.

Mr. Matulich reported that a community event will be held on February 11 to review with interested residents the gateaccess.net software and signing up for electronic bill payment. Director Butler would like to have community events outdoors a few times a year.

7. COMMENTS FROM THE PUBLIC

Mr. Gehrs asked where he could send a letter to be addressed.

8. DIRECTOR AND STAFF COMMENTS

Director Booth would like the "Public Comment" item to be placed at the top of each Board and Committee Agenda.

9. ADJOURNMENT

The meeting was adjourned at 9:58 a.m.

MEMORANDUM

Date: February 11, 2025

To: Board of Directors

From: Security Committee Staff

Subject: February 6, 2025 Security Committee Meeting Minutes

1. CALL TO ORDER

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

2. REVIEW OF REVENUE SOURCES AND EXPENDITURE DISTRIBUTION

Mr. Matulich presented his report on the Security Department's revenue and distribution. Richard Gehrs commented on the distribution of revenue.

3. REVIEW POSITION WITH RMA

Ms. Bulter stated that while talks have been ongoing with RMA about the Security Department, nothing has been decided.

4. REVIEW SECURITY STRUCTURE

Mr. Matulich presented a spreadsheet detailing the patrol employee's schedule. Ms. Butler recommended having more than one person on patrol during peak hours.

5. PUBLIC COMMENT

None.

6. DIRECTOR COMMENTS

None.

7. ADJOURNMENT

The meeting was adjourned at 11:00 a.m.

MEMORANDUM

DATE: February 19, 2025 TO: Board of Directors

FROM: Mark Matulich, Director of Finance and Administration

SUBJECT: Receive and File Check Journal

Attached is a list of checks issued from Banner Bank numbered 001837 through 001921 between January 1, 2025 and January 31, 2025. 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.

Eighty-four checks totaling \$757,079.19 were issued between January 1, 2025 and January 31, 2025.

The Board is asked to receive and file this information.

ATTACHMENT

Accounts Payable Vendor Check Register Report from January 1, 2025 and January 31, 2025.

System: 2/12/2025 11:42:26 AM RANCHO MURIETA CSD - NEW Page: 1 User Date: 2/12/2025 VENDOR CHECK REGISTER REPORT User ID: MARK

Payables Management

Ranges:	From:	To:		From:	To:
Check Number	First	Last	Check Date	1/1/2025	1/31/2025
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
		Aqua-Metric Sales Company		\$579.53
001838	1/2/2025	Clark Pest Control	BANNER	\$782.00
001839	1/2/2025	Concentra DBA Occupational Health Centers	BANNER	\$251.00
001840	1/2/2025	Ditch Witch West	BANNER	\$1,804.09
001841		Domenichelli and Associates, Inc	BANNER	\$3,786.00
001842		EDCO Enterprises	BANNER	\$3,600.00
001843		Hastie's Capitol Sand and Gravel Co.	BANNER	\$774.81
001844	1/2/2025	•	BANNER	\$1,094.00
001845		LUXURY CLEANING SERVICE	BANNER	\$2,000.00
001846 001847		Melinda Morris	BANNER	\$59.99
001847		Oscar Ceja Placer Title Company	BANNER BANNER	\$200.00 \$210.04
001849		State Water Resources Control Board	BANNER	\$23,692.78
001849		Synagro Technologies, Inc.	BANNER	\$20,031.04
001851		Univar USA Inc.	BANNER	\$1,973.60
001852		USA Blue Book	BANNER	\$3,546.78
001853	1 /2 /2025	Vootio	BANNER	\$533.93
001854	1/2/2025	W.W. Grainger Inc.	BANNER	\$161.69
001855	1/2/2025	Zenon Environmental Corporation	BANNER	\$76,866.52
001856	1/2/2025	Nicolay Consulting Group	BANNER	\$3,500.00
001858	1/13/2025	ABS Direct	BANNER	\$3,218.18
001859	1/13/2025		BANNER	\$52.63
001860		Applications By Design, Inc.	BANNER	\$1,260.00
001861			BANNER	\$708.10
001862		California Waste Recovery Systems	BANNER	\$128,605.52
001863		Concentra DBA Occupational Health Centers		\$578.00
001864		County of Sacramento	BANNER	\$695.00
001865	1/13/2025	Melinda Morris	BANNER	\$153.81
001866	1/13/2025	County of Sacramento	BANNER	\$126.00
001867	1/13/2025	Greenfield Communications	BANNER	\$329.00
001868	1/13/2025	Operating Engineers Local Union No. 3	BANNER	\$753.12
001869	1/13/2025		BANNER	\$106.85
001870		Ramos Environmental Services	BANNER	\$100.00
001871	1/13/2025	* *	BANNER	\$580.77
001872	1/13/2025	Solitude Lake Management LLC	BANNER	\$2,460.64
001873	1/13/2025	Streamline	BANNER	\$375.00
001874	1/13/2025		BANNER	\$10,648.69
001875		TESLA INC	BANNER	\$4,069.23
001876	1/13/2025	Vestis	BANNER	\$257.92
001877	1/13/2025	W.W. Grainger Inc.	BANNER	\$3,063.15
001878 001879	1/16/2025 1/16/2025	GSRMA	BANNER BANNER	\$127,459.00
001880	1/16/2025	NMI Industrial Holdings, Inc. Aqua-Metric Sales Company	BANNER	\$24,477.05 \$5,931.09
001881	1/16/2025	California Laboratory Services	BANNER	\$1,907.40
001882	1/16/2025	California Special Districts Association	BANNER	\$9,548.00
001883	1/16/2025	Caltronics	BANNER	\$167.41
001884	1/16/2025	Gempler's, Inc.	BANNER	\$235.89
001885	1/16/2025	Hastie's Capitol Sand and Gravel Co.	BANNER	\$1,706.23
001886	1/16/2025	Pace Supply Corp	BANNER	\$262.36
001887	1/16/2025	Prodigy Electric & Controls Inc.	BANNER	\$23,785.18
001888	1/16/2025	R&S Overhead Doors and Gates of Sacramento		\$325.60
001889	1/16/2025	Rancho Murieta Association	BANNER	\$617.83
001890	1/16/2025	SIERRA VALLEY CONTRACTORS	BANNER	\$25,800.00
001891	1/16/2025	Stratus Environmental, Inc	BANNER	\$5,236.33
001892	1/16/2025	Tyler Technologies, INC	BANNER	\$2,099.00
001893	1/16/2025	Zenon Environmental Corporation	BANNER	\$793.04

System: 2/12/2025 11:42:26 AM
User Date: 2/12/2025 Page: 2 RANCHO MURIETA CSD - NEW VENDOR CHECK REGISTER REPORT User ID: MARK

Payables Management

* Voided Checks

Check Number	Ch	neck Date	Vendor	Checkbook ID	Amount
001894	1/	/23/2025	A&D Automatic Gate and Access	BANNER	\$1,015.00
001895	1/	/23/2025	Brower Mechanical, Inc	BANNER	\$2,581.00
001896	1/	/23/2025	California CAD Solutions inc.	BANNER	\$82,000.00
001897	1/	/23/2025	Ditch Witch West	BANNER	\$5,186.89
001898	1/	/23/2025	Economic & Planning Systems, Inc.	BANNER	\$1,105.00
001899	1/	/23/2025	Holt of California	BANNER	\$2,331.19
001900	1/	/23/2025	Intelligent Technical Solutions, LLC	BANNER	\$4,523.34
001901	1/	/23/2025	Mark Matulich	BANNER	\$718.10
001902	1/	/23/2025	State of California	BANNER	\$32.00
001903	1/	/23/2025	Tyler Technologies, INC	BANNER	\$1,120.00
001904	1/	/23/2025	Vestis	BANNER	\$324.37
001905	1/	/23/2025	Wagner & Bonsignore Consulting Civil Eng:	ineBANNER	\$450.00
001906	1/	/23/2025	Watchdogs Surveillance	BANNER	\$6,312.19
001907	1/	/23/2025	Ferguson Waterworks , Inc 1423	BANNER	\$6,462.30
001908	1/	/30/2025	Richard Haleem	BANNER	\$338.27
001909	1/	/30/2025	A&D Automatic Gate and Access	BANNER	\$1,231.53
001910	1/	/30/2025	Applications By Design, Inc.	BANNER	\$3,000.00
001911	1/	/30/2025	Clark Pest Control	BANNER	\$782.00
001912	1/	/30/2025	Concentra DBA Occupational Health Center:	s obanner	\$784.00
001913	1/	/30/2025	Domenichelli and Associates, Inc	BANNER	\$28,158.00
001914		/30/2025	Industrial Electrical Company		\$18 , 921.77
001915		/30/2025	Intelligent Technical Solutions, LLC		\$4,131.31
001916		/30/2025	Land Graphics Fencing Company		\$2 , 970.00
001917		/30/2025	Operating Engineers Local Union No. 3	BANNER	\$1 , 163.16
001918	1/	/30/2025	Prodigy Electric & Controls Inc.	BANNER	\$27 , 594.11
001919	1/	/30/2025	TNT Industrial Contractors Inc.	BANNER	\$18,430.75
001920	1/	/30/2025	Vestis	BANNER	\$263.92
001921	1/	/30/2025	W.W. Grainger Inc.	BANNER	\$1,208.17
Total Checks:	8.4			Total Amount of Checks:	\$757,079.19

Total Checks: 84 Total Amount of Checks: \$757,079.19 To: RMCSD Board of Directors From: Rod Hart, General Manager

Date: February 19, 2025

Subject: Rancho Murieta North Properties Trail Map

Recommendation: Resolved to direct the RMCSD Parks Committee representatives to approve the

Rancho Murieta North Properties Conceptual Trail Map.

History: Rancho North Properties is requesting that we approve their proposed Trail plan

for all undeveloped Rancho North properties except trails within Villages D, E, F, and G. All Trails within their request are consistent with the approved Rancho

Murieta Parks conceptual trail map.

Rancho Murieta Community Services District

March

Board/Committee Meeting Schedule

March 6, 2025

Communications 9:00 a.m. Security 10:00 a.m.

March 11, 2025

Improvements 8:00 a.m.

March 13, 2025

Personnel 9:00 a.m.

Finance 10:00 a.m.

March 14, 2025

Special Board Meeting - Open Session 10:00 a.m.

March 19, 2025

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



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

Janis Eckard 15417 De La Cruz Drive Rancho Murieta, Ca. 95683 janiseckard@gmail.com (new address) (916) 799-2745

February 1, 2025

Board of Directors Rancho Murieta Community Services District 15160 Jackson Road Rancho Murieta, Ca. 95683

Dear Board of Directors,

While reviewing the Rancho Murieta Community Services District 2024 Draft Integrated Water Master Plan (IWMP), I discovered the following fire coverage shortfalls:

- 1) The existing community has insufficient fire hydrants, creating gaps in fire coverage.
- 2) The Rio Oso and Van Vleck water tanks have insufficient storage capacity.
- There are numerous fire hydrants in the community that do not meet minimum code water pressure requirements.
- 4) The current Rio Oso / Van Vleck water tank arrangement makes the storage capacity vulnerable to catastrophic failure.
- 5) The Van Vleck tank does not contain a separate inlet and outlet and is not in conformance.

Don't take my word for this. Please read the attached study quotes and where this information can be found, within the document.

Rancho Murieta has limited points of egress, is a designated wildfire area and does not have an emergency backup raw water supply. These facts make Rancho Murieta vulnerable to becoming another Paradise, Lahaina or LA.

Not only is the community at risk of running out of raw water during severe drought conditions, we may be unable to fight a large fire, due to the above mentioned shortfalls. Rancho Murieta residents could find themselves unable to acquire fire insurance coverage. More importantly, they could be at risk of dying in their vehicles while attempting to evacuate the community.

Please take immediate steps to correct these fire coverage shortfalls.

Sincerely,

Janis Eckard

2024 Draft Integrated Water Master Plan Quotes & Corresponding Page Numbers:

Page 116 "The current arrangement makes the system's storage capacity vulnerable to catastrophic failure; if the transmission line between the tanks and the WTP were to become comprised, the tanks would not be able to supplement each other."

Page 117: "The table shows that under existing conditions and the state storage criteria, the Van Vleck zone needs 87,845 gallons of additional storage to be self-sufficient."

Page 118: "... the Rio Oso pressure zone requires approximately 1.0 MG of additional storage, the Van Vleck gravity zone requires approximately 1.4 MG of additional storage, and the new Zone ABC requires approximately 1.0 MG of storage. These storage volumes would provide the District with much greater storage resiliency, with each zone able to provide adequate storage for itself, independent of the rest of the system."

Page 120: "Top of De La Cruz Drive - Entire neighborhood drops below 20psi during fire flows.

Guadalupe Drive between Rio Oso and Murieta Parkway - 4 nodes in this area drop below 20 psi during fire flows.

Top of hill near Equestrian Center - Only this node drops below 20 psi. Stonehouse Park, Escuela Drive - Hydrant node and park node drop below 20 psi.

"A minimum of 20 psi under all conditions is required by the California Water Resources Control Board (WRCB) Drinking Water Program (DWP) ..."

Page 121: "The existing District system has some gaps in fire coverage, especially along deadend lines in the Rio Oso pressure zone."

Page 168: "Figure 6-7 shows the proposed fire hydrant coverage map, with proposed new hydrants in the new development, as well as some new hydrants in the existing development where insufficient coverage was discovered. In total, it was determined that 13 additional hydrants are required to provide sufficient coverage within the existing system."

Page 110: "Van Vleck currently has a connection that acts as both an inlet and an outlet, receiving water from the WTP and also discharging water to Rio Oso during different demand scenarios. This is not in conformance to the CCR requirement for separate inlet and outlet ports."

Critical Study Data is Missing:

Also note worthy is the fact that the Draft IWMP does not contain a System Capacity Number. (The number of homes that can be safely supported by the existing raw water supply).

Based on my research - during severe drought conditions - Rancho Murieta has already exceeded the number of homes that the existing raw water supply can safely support.

Rancho Murieta does not have an emergency backup water supply and has been without one ever since the original plan failed during the 1976-1977 drought year.

MEMORANDUM

Date: February 19, 2025
To: Board of Directors

From: Mark Matulich, Director of Finance and Administration

Subject: Finance Report

FINANCIAL RESULTS FY 24-25:

All budget comparisons are to a prorated portion of the annual budget.

Results from Operations:

The Budget to Actual report for FY 24-25 through 2/28/2025 will be presented in March.

STATE OF ACCOUNTING:

1. The FY 21-22 audit is in progress.

- 2. On 2/3/2025, two temporary accountants began working with Staff on the accounting for FY 22-23 and FY 23-24.
- 3. A full-service accounting software package is needed to ensure accurate and timely financial reporting. Caselle was identified as a good fit for the District. A proposal and agreement to move forward with Caselle are on the agenda for the Finance Committee to consider.

PLAN FOR FY 22-23 and FY 23-24:

For items 1 – 6, one accountant is working on FY 22-23, and the other is working on FY 23-24.

- 1. Schedule all bank transactions, and tie to monthly bank statements.
- 2. Code all bank transactions for GL posting.
- 3. Prepare entries for posting to the GL.
- 4. Tie cash receipts to the Utility Billing system.
- 5. Prepare GL postings for monthly utility billings, cash receipts, and any customer account adjustments.
- 6. All GL posting entries to be reviewed and posted by Director of Finance.

For items 7 – 11, the two accountants will work together:

- 7. Prepare all remaining GL posting entries for FY 22-23.
- 8. All GL posting entries to be reviewed and posted by Director of Finance.
- 9. Review FY 22-23 for completeness and accuracy.
- 10. Schedule the audit for FY 22-23.
- 11. Repeat steps 7 10 for FY 23-24.

CASH AND INVESTMENTS:

Balances of Cash and Investments:

As of 1/31/2025, the balances in the District's cash and investment accounts totaled approximately \$15.1 million, and the District recognized interest and investment earnings of approximately \$450k.

Rancho Murieta CSD Cash and Investments 1/31/2025

	Balance		Earnings
Bannner - CDs	\$	-	\$ 72,160
Banner - Money Market and Checking	\$	5,228,275	\$ 93,343
CAMP	\$	725,890	\$ 19,613
CA CLASS	\$	9,179,431	\$ 265,057
Total	\$	15,133,597	\$ 450,173

Director of Operations - Staff Report

Date: February 19, 2025
To: Board of Directors

From: Eric Houston, Director of Operations Subject: January 2025 Operations Report

WATER

Water Treatment Facility

January 2025 Drinking Water Production Data (in gallons)

Plant 1 Plant 2

Effluent Volumes in Gallons

<u>Totals</u>	0	26,764,000
<u>Minimum</u>	0	659,000
<u>Maximum</u>	0	1,075,000
<u>Average</u>	0	863,355

Plant 2 is online while plant 1 is offline.

Water Consumption

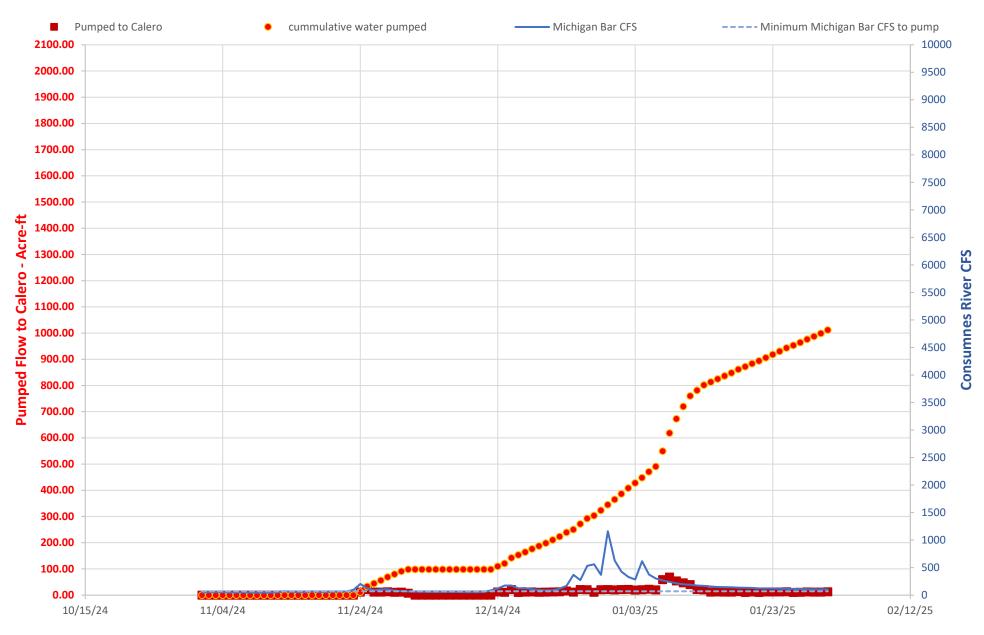
As of January 31, 2025, the total potable water production for 2025 is 26.8 Million gallons or 8.73 acre-ft.

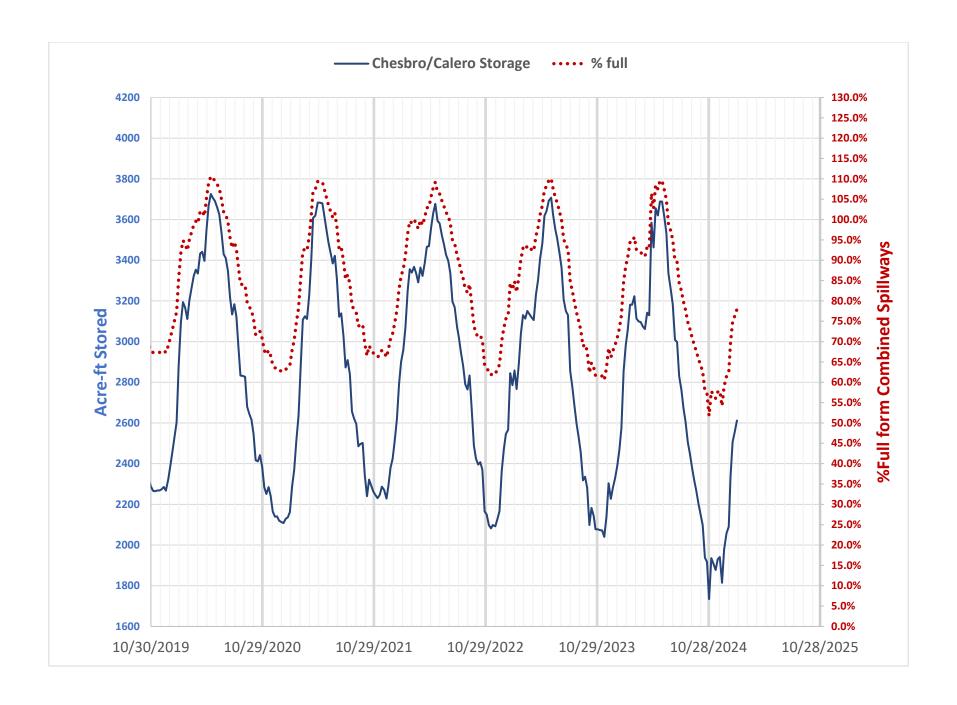
Raw Water Storage & Delivery

Table 1. Current water and wastewater storage as of January 29, 2025

	acre-ft	acre-ft full	MGal	MGal Full	%full	% Increase or Decrease
Clementia Storage	921.7	907.1	291.1	295.5	101.6%	3.1
Chesbro Storage	734.7	1027.0	253.1	334.6	71.5%	-4.1
Calero Storage	1877.6	2323.2	417.5	756.9	80.8%	25.6
Total Raw Water Available for Potable Treatment	2612.3	3350.3	670.6	1091.5	78.0%	16.6
Total of all Raw Water Reservoirs	3534.0	4257.4	961.7	1387.0	83.0%	13.7
Wastewater Storage Reservoir available for production	287.3	796.3	93.6	254.6	36.1%	21.6

Cosumnes Flow vs. Pumped Flow to Calero FY 24-25







SEWER

Wastewater Facility

The tertiary process of the wastewater facility is currently offline. The current average influent flow to the wastewater facility for January was 0.435 million gallons per day.

Utilities

	Utilities activities January 2025							
	Reported Issues	Water Leak or Sewer Overflow	Repaired or Install New	Maintenance	District Responsibility	Homeowner Responsibility	Notes.	
Water Distribution	5	2	2	2 Flushing	3	2		
Water Meter Issues			8	_				
Sewer Collections	5			1 Day		5	Finish up Unit -6 sewer inspection	
Drainage System				3 Days			Inspect drainage before and after storms	
Miscellaneous, USA- North, Work orders Front Office	11				6	5		

Project Updates

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

Project kickoff meeting was held Monday January9th. Contractor to review chlorine Emergency Response Procedures and document training of staff on the District's procedures. Demo work has begun and is ongoing. Discussion on work times and construction staff staging area. Pre-Purchasing the sodium hypochlorite injection pump will allow the Contractor to utilize other tank providers keeping the project on time and potentially saving costs.

IWMP

Water Systems Consulting

The firm is preparing a scope of work that includes the new stakeholders' meetings as well as creating a Water Vision report. The report will utilize the Stakeholder meetings topics and questions to create a path for the future to address water supply and demand issues as well as meet the needs of the community.

SCADA Server Replacement Project

Contract has been signed and the Notice to Proceed has been issued. A kickoff meeting is yet to be scheduled.

Alameda Lift Station Improvements

The request for proposal has been posted. The job site walk has taken place. The bid opening schedule is posted, and we are hoping to have a contract in place in early March.

Development Updates On Number of Connections

The number of water connections is 2,917.

MEMORANDUM

Date: February 19, 2025
To: Board of Directors

From: Mark Matulich, Director of Finance and Administration

Subject: Security Report

OPERATIONS UPDATE:

• There is one full-time Administrative Sergeant.

- There are 6 full-time and 8 part-time Gate Officers.
- There are 4 full-time Community Service Officers (CSO's).
- Two new iPads are set up in patrol vehicles so CSO's can complete additions to security log while in the field, thus keeping CSO's visible in the community a greater part of their shift.
- Weekly security logs are posted to the District website.
- Video monitoring equipment at the gate houses has access to real time feeds from security surveillance cameras at Calero, Clementia, and over 30 cameras throughout the community.
- Policy and Procedures manual rewrite is in progress.

Review of Revenue Sources and Expenditure Distribution:

Security operations are divided into three categories: Administration, Gates, and Patrol. Administration primarily consists of the Administrative Sergeant who is responsible for scheduling, general day-to-day management of the department, and is the primary point of contact for the community in security related matters. Gates consists of Gate Officers, the gate houses, gate arms, bar code readers, cameras and related equipment, and ABDI software. Patrol consists of Community Service Officers, patrol vehicles, fuel costs, and ABDI software. The following table shows approximately 93% of Security operating expenses are attributable to the community behind the gates:

		Operating Expenses				
	Amended		Attributable	At	tributable	
		Budget	to Behind	t	o Behind	
		FY 24-25	the Gates	t	he Gates	
Security Admin	\$	206,978	82%	\$	169,722	
Security Gates		799,168	100%		799,168	
Security Patrol		449,348	87%		390,933	
Total Direct Security Expense		1,455,494	93%		1,359,823	
CSD Admin Overhead		250,117	93%		233,677	
Total Operating Expense	\$	1,705,611		\$	1,593,499	

The allocation of Patrol costs to behind the gates was based on the following information:

- 87% of patrol service calls are inside the gates.
- 90% of the residential addresses are inside the gates.
- Patrol assists with RMA compliance issues.
- Most of the territory which requires routine patrol is inside the gates.
- Community Service Officers relieve Gate Officers for breaks and cover open gate shifts as needed (e.g. when someone calls in sick or must leave on short notice).

The following table shows **approximately 84% of monthly Security service billing revenue is derived from inside the gates**.

			Annual Revenue	%
	Active	Monthly	(Amended	of
	Accounts	Rate	Budget)	Total
Inside the Gates				
Residential	2,412	\$32.82	\$ 949,942	
Other Residential - Developers/Undeveloped			340,868	
Other Commercial - RMCC and Open Spaces			26,231	
TOTAL			1,317,041	84%
Outside the Gates				
Residential Outside the Gates	266	\$7.92	25,281	
Commercial Outside the Gates			234,551	
TOTAL			259,832	16%
Total Monthly Service Bill Revenue Budgeted			\$ 1,576,873	

The following table is a comparison of Security revenue, -i.e. monthly service bills, derived from inside the gates to operating expenses attributable to inside the gates.

Revenue vs. Expense - Inside the Gates				
Monthly Billing Inside Gates	\$	1,317,041		
Op Ex Inside Gates		1,593,499		
Surplus/(Deficit)	\$	(276,458)		

The following table shows a pro-rata share of the monthly residential service bill applied to the different Security service areas.

Mont	hly Household Security Costs per Service Address Inside the Gates
\$ 4.23	Security Admin
19.91	Security Gates
 9.74	Security Patrol
\$ 33.89	Total Direct Security Costs (per household)
\$ 5.82	CSD Admin Overhead (attributed to households)
\$ 39.71	monthly cost per household
\$ 32.82	monthly bill per household
\$ (6.89)	Excess/(shortage) of monthly bill per household
\$ (199,400.95)	Annual surplus/(shortfall) of monthly household bills
	(444,156) Pro-rata annual cost inside the gates other
	367,099 Pro-rata annual revenue inside the gates other
\$ (77,057)	Pro-rata annual surplus/(shortfall) other
\$ (276,458)	Surplus/(deficit)

The following table presents the analyses shown above except 55% of Security Patrol services are allocated to inside the gate rather than 87% as estimated based on the factors enumerated above.

	Operating Expenses			
	Amended	Attributable	Attributable	
	Budget	to Behind	to Behind	
	FY 24-25	the Gates	the Gates	
Security Admin	\$ 206,978	72%	\$ 149,024	
Security Gates	799,168	100%	799,168	
Security Patrol	449,348	55%	247,141	
Total Direct Security Expense	1,455,494	82%	1,195,334	
CSD Admin Overhead	250,117	82%	205,410	
Total Operating Expense	\$ 1,705,611		\$ 1,400,744	

Revenue vs. Expense - Inside the Gates

Monthly Billing Inside the Gates
Op Ex Inside the Gates
Surplus/(Deficit)
\$ 1,317,041
1,400,744
\$ (83,703)

WATER 101

What is a Water Service Area

Service area boundaries, are boundaries of drinking water service providers, as verified by the Division of Drinking Water, State Water Resources Control Board.

Rancho Murieta Service Boundary



What is our water distribution system comprised of

- 2- Drinking Water Treatment Plants- Capacity 6 Million gallons per day
- 2- Treated Drinking Water Storage Tanks- 4 million gallons capacity

300,927 feet of water main lines which is 57 miles of various piping

What is in the Water Distribution System

RMCSD Maintains:

AIR RELIEF VALVE	177	BLOW OFF VALVE	249
Butterfly Valve	126	CAP	26
Check Valve	8	Check Valve RW	1
FIRE HYDRANT	<u>320</u>	GATE VALVE	666
Hydrant Valve	297	INFALL	1
OUTFALL	2	PUMP	1
REDUCER	28	TANK	3
Water Nodes RW	26		
TOTAL	1931		

Caselle® Hosted Software & Services Proposal

Rancho Murieta Community Services District, CA

January 10, 2025

From:

Wade Walker, Territory Manager pww@caselle.com



Caselle® Hosted Software & Services Proposal Rancho Murieta Community Services District, CA January 10, 2025

Proposal Summary

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

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 \$2,742.

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 January 10, 2025

Proposal Detail

Caselle® 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 Direct Pay	Hosted	Included	-	-	-
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



Software Assurance Detail

Caselle® 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 Direct Pay	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	\$2,742



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.



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.



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



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.



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.

Utility Direct Pay Setup

- Set up header and batch information with the appropriate information for the direct payment file.
- Set up bank options with bank account and routing information.



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 \$2,742.00. 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. <u>Limitation of Liability.</u>

IN NO EVENT: (a) WILL PROVIDER'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID FOR 180 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.

CASELLE INC

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.

BANCHO MIIRIETA COMMINITY

CASELLE, INC.	SERVICES DISTRICT
By: Lany Hubbs	Ву:
Name: Larry Hutchings	Name:
Title: President	Title:
Date: January 10, 2025	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.

Schedule C – Insurance

During the course of performing services under this Agreement, Provider agrees to maintain the following levels of insurance:

- 1) Commercial General Liability of at least \$1,000,000;
- 2) Automobile Liability of at least \$1,000,000;
- 3) Worker's Compensation complying with applicable statutory requirements;
- 4) Excess/Umbrella Liability of at least \$5,000,000.

Provider will provide you with copies of certificates of insurance upon your written request. Provider will provide you thirty (30) days' notice of cancellation or non-renewal.

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	\$39,705.00

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.

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

By: Lany Hubbs

Name & Title: Larry Hutchings, President

Name & Title:

Date: January 10, 2025

Date:

By:

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 <u>FINANCE CHARGE OF 1.5% PER MONTH, OR</u> 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:

- 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 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 preauthorized 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 Utah and You hereby consent to the jurisdiction of State and Federal courts in Utah. 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

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

ADMIN SECURITY SERGEANT

DEPARTMENT: SECURITY	 	
FLSA OVERTIME STATUS: EXEMPT BARGAINING UNIT: N/A		
APPROVED BY BOARD OF DIRECTORS _		

SUMMARY: This position is the face of the Rancho Murieta CSD Security Department and must be capable of effectively communicating with department employees and various stakeholders in the Rancho Murieta community. This position is responsible for the supervision of assigned gate control and patrol personnel including supervision and participation in traffic control, incident reporting, training, administration, crime prevention, community relations and other assigned programs or functions, as well as other job-related duties as required.

SUPERVISION: Receives general supervision from the General Manager or Director of Finance and Administration. Provides direct supervision over Patrol Officers and Gate Officers.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Supervise the activities of assigned gate control and patrol personnel;
- Ensure investigations and incident reporting are completed in a thorough and timely manner in line with department standards;
- Ensure that all Security Department employees are properly trained, maintaining appropriate certifications, and are prepared to succeed in assigned tasks;
- Disseminate current information to officers for assigned duties; prepare work schedules; maintain discipline and ensure that department rules and policies are followed:
- As needed, perform patrol and gate control duties; conduct property checks on businesses and homes for burglary and other security problems; request and record information from observers and other persons;
- Notify agencies responsible for law enforcement and public health and safety when required and assist as directed;

- Participate in regular activities of assigned staff; assist officers in preparing reports and perform initial review of prepared reports; appear in court to present evidence and testimony; maintain contact with law enforcement and other public safety agencies;
- Provide information and assistance to the public;
- Liaison with community groups including HOAs, neighborhood watch, commercial businesses, and other groups regarding Security related issues in the community;
- Assist with performance evaluations; supervise and participate in departmental training programs, administration, crime prevention, community relations and other assigned programs or functions;
- Prepare general reports on field activities; perform special data gathering assignments including surveillance camera footage from the community's network of over 30 security surveillance cameras;

SUPERVISORY RESPONSIBILITIES:

This is a supervisory position with responsibility for assigning, supervising, and participating in the work of staff assigned to a specific area of security and crime prevention functions.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required.

Skills in: Excellent people skills are required to be successful in this position. This position must be able to effectively work with employees who sometimes operate under stressful conditions as well as members of the community who may be reporting a traumatic incident.

Ability to supervise and participate in traffic control, incident investigation, training, administration, crime prevention, community relations and other assigned programs and functions; supervise, train and evaluate the work of subordinates; gather, assemble, analyze and evaluate facts and evidence; draw logical conclusions from information and make proper recommendations. Interpret and apply laws and regulations; analyze situations quickly and accurately and take effective courses of action; exercise restraint and judgment in emergency situations; demonstrate keen powers of observation and memory; prepare clear, concise and comprehensive written reports; tactfully and effectively represent the District in public contacts; establish and maintain cooperative working relationships.

EDUCATION AND/OR EXPERIENCE:

Any combination of training and experience which would likely provide the required knowledge and ability is qualifying. A typical way to obtain this knowledge and ability would

be:

Minimum Education: High School diploma and/or equivalent.

Three years of experience in security and crime prevention activities, prior supervisory experience is a plus; *or*

Possession of an Associate of Arts degree with a major in Police Science or related fields or substantial course work in law enforcement is desirable.

CERTIFICATES, LICENSES, REGISTRATIONS:

Possession of the category of California Driver's license required by the State Department of Motor Vehicles to perform the essential duties of the position. Continued maintenance of a valid driver's license, insurability, and compliance with established District vehicle operation standards are a condition of continuing employment.

Possession of a valid California Guard Card.

Possession of an appropriate American Red Cross First Aid Certificate, Automatic Defibrillator (AED) and standard Cardiopulmonary Resuscitation (C.P.R.) certificate. This can be obtained within the first three months in the position.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand and sit. The employee is occasionally required to walk; climb or balance; and stoop, kneel, crouch, or crawl.

The employee must occasionally lift 50 and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions.

The noise level in the work environment is usually moderate.

RANCHO MURIETA COMMUNITY SERVICES DISTRICT <u>DISTRICT SECRETARY</u>

DEPARTMENT: ADMINISTRATION

FLSA OVERTIME STATUS: EXEMPT BARGAINING UNIT: N/A

APPROVED BY BOARD OF DIRECTORS - December 4, 2019

SUMMARY: Performs a variety of professional, high-level, confidential and complex administrative support duties using discretion and independent judgement for the General Manager and Board of Directors in relation to District operations and on major assignments. Independently manages the scheduling and preparation of the Board of Directors' and Committees' agendas and minutes, functions as recording secretary for the Board and completes related preparation and follow-up materials or action in support of Board activities. Performs a variety of administrative support and official record preparation, retention and maintenance duties. Notarizes a variety of legal documents.

SUPERVISION: Receives general direction from the General Manager.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Exercises discretion and independent judgment in the performance of complex professional functions related to District operation and major assignments.
- Prepares, assembles, publishes, files, manages and distributes agendas, support documentation, and minutes of board and committee meetings, public hearings, public and legal notices election documents, and conflict of interest disclosure statements.
- Manages District election proceeding with Sacramento County; Files
 Director and staff Statements of Economic Interests as well as other
 documentation as necessary with the county and state and other appropriate
 agencies and organizations.
- Attests the signature of the President of the Board of Directors on all ordinances, resolutions, and other official documents.
- Establishes, publishes and posts ordinance, hearings, resolutions, and board meetings and publishes and posts notices for bids as required by the Brown Act and other statutes.

- Attends meetings of the Board of Directors and other Committees in the capacity of official recording secretary.
- Takes and transcribes minutes of proceedings for permanent records, ensures that minutes and actions of the Board of Directors are properly recorded and that subsequent actions are taken in compliance with the legal requirements imposed on and by the Board.
- Manages and maintains preparation of newsletter and website and social media communications.
- Manages and maintains records management program in coordination with other departments; prepares and maintains schedule of records retention and destruction; maintains library;
- Formulates and responds to requests for information by Board members, staff and the public, in compliance with adopted Board guidelines on official records and documents.
- Conducts independent confidential, professional administrative and technical, services for the General Manger, Board of Directors and other staff; provides District-wide general support services such as public information, document preparation, and communications.
- Manages conference scheduling and travel arrangements for General Manager, Board of Directors and staff.
- Maintains files pertaining to election for Board of Directors and swears in newly elected and re-elected Board members.
- Manages claims against the District; coordinates review, recommendations and responses for closure of claims.
- Provides assistance to other staff and works on special projects as assigned.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of modern office methods, procedures and equipment, and ability to transcribe from electronic recordings; Excellent English usage, spelling, grammar, and punctuation; comprehensive filing and indexing systems; intermediate to advanced skill level in Word, Excel, Adobe Acrobat Pro, Powerpoint, Outlook, Internet, social media and website creation and maintenance. Experience with electronic file management, SharePoint file management a plus.

Ability to manage the business and record keeping functions of the Board of Directors; perform professional, difficult, responsible, complex and confidential administrative and office support work and effectively relieve the General Manager of routine administrative duties; manage difficult record keeping involved with the maintenance of official District records, legal records, files, contracts, bonds, investments, and related records; prepare clear, concise, and accurate records and reports; operate a personal computer at a skill level and with the degree of accuracy to meet job requirements; utilize word processing, spreadsheet and data base computer software and computer equipment; deal professionally, knowledgeably and courteously with the public and other staff when answering questions, inquiries and disseminating information about District functions, business, and actions.

EDUCATION AND/OR EXPERIENCE: The following minimum combination of training and experience which would provide the required knowledge and ability, is qualifying.

Education: AA degree or equivalent college level coursework preferably in office support and business management.

Four years of extensive and increasingly responsible public or private agency administrative experience with regular public contact.

LICENSE AND/OR CERTIFICATES: Possession of the category of California Driver's license required by the State Department of Motor Vehicles to perform the essential duties of the position. Continued maintenance of a valid driver's license, insurability, and compliance with established District vehicle operation standards are a condition of continuing employment. Obtain appointment as a Notary Public for the State of California within six months of appointment to the position.

Appointment to this position is made in accordance with Chapter 2, Section 2 of the District Code.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stoop, kneel, crouch, or crawl. The employee frequently is required to stand, walk, sit, and climb or balance. The employee is occasionally required to use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; talk or hear; and taste or smell.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

The employee must occasionally lift and/or move up to 25 pounds.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

DISTRICT SECRETARY/CLERK OF

THE BOARD

DEPARTMENT: ADMINISTRATION

FLSA OVERTIME STATUS: EXEMPT BARGAINING UNIT: N/A

APPROVED BY BOARD OF DIRECTORS - December 4, 2019 February 19, 2025

SUMMARY: Performs a variety of professional, high-level, confidential and complex administrative support duties using discretion and independent judgement for the General Manager and Board of Directors in relation to District operations and on major assignments. Independently manages the scheduling and preparation of the Board of Directors' and Committees' agendas and minutes, functions as recording secretary for the Board and completes related preparation and follow-up materials or action in support of Board activities. Performs a variety of administrative support and official record preparation, retention and maintenance duties. Notarizes a variety of legal documents.

SUPERVISION: Receives general direction from the General Manager Board President. May also be assigned tasks consistent with this job description by the General Manager.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Exercises discretion and independent judgment in the performance of complex professional functions related to District operation and major assignments.
- Prepares, assembles, publishes, files, manages and distributes agendas, support documentation, and minutes of board and committee meetings, public hearings, public and legal notices election documents, and conflict of interest disclosure statements.
- Manages District election proceeding with Sacramento County; Files
 Director and staff Statements of Economic Interests as well as other
 documentation as necessary with the county and state and other appropriate
 agencies and organizations.
- Attests the signature of the President of the Board of Directors on all ordinances, resolutions, and other official documents.
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- Formulates and responds to requests for information by Board members, staff and the public, in compliance with adopted Board guidelines on official records and documents.
- Conducts independent confidential, professional administrative and technical, services for the General Manger, Board of Directors and other staff; provides District-wide general support services such as public information, document preparation, and communications.
- Manages conference scheduling and travel arrangements for General Manager, Board of Directors and staff.
- Maintains files pertaining to election for Board of Directors and swears in newly elected and re-elected Board members.
- Assists with ordering, servicing, registering and maintaining District vehicles, equipment and facilities. Maintains equipment and vehicle inventory.
- Manages claims against the District; coordinates review, recommendations and responses for closure of claims.
- · Provides assistance to other staff and works on special projects as assigned.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Ability to manage the business and record keeping functions of the Board of Directors; perform professional, difficult, responsible, complex and confidential administrative and office support work and effectively relieve the General Manager of routine administrative duties; manage difficult record keeping involved with the maintenance of official District records, legal records, files, contracts, bonds, investments, and related records; prepare clear, concise, and accurate records and reports; operate a personal computer at a skill level and with the degree of accuracy to meet job requirements; utilize word processing, spreadsheet and data base computer software and computer equipment; deal professionally, knowledgeably and courteously with the public and other staff when answering questions, inquiries and disseminating information about District functions, business, and actions.

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