



**SPMUD BOARD OF DIRECTORS
REGULAR MEETING: 4:30 PM
April 7, 2022**

SPMUD Boardroom
5807 Springview Drive, Rocklin, CA 95677

Zoom Meeting: 1 (669) 900-9128
Meeting ID: 881 7015 0629

The District's regular Board meeting is held on the first Thursday of every month. This notice and agenda are posted on the District's website (www.spmud.ca.gov) and posted in the District's outdoor bulletin board at the SPMUD Headquarters at the above address. Meeting facilities are accessible to persons with disabilities. Requests for other considerations should be made through the District Headquarters at (916)786-8555.

Pursuant to the Governor's Executive Order N-29-20, issued March 17, 2020, and SPMUD Resolution 22-09, the April 7, 2022 meeting of the SPMUD Board of Directors will be held in the SPMUD Boardroom at 5807 Springview Drive in Rocklin, CA 95677 AND via teleconference using Zoom Meeting 1 (669) 900-9128, <https://us02web.zoom.us/j/88170150629>. Public comments can be emailed to ecostan@spmud.ca.gov from the time the agenda is posted until the matter is heard at the meeting. Comments should be kept to 250 words or less.

AGENDA

I. CALL MEETING TO ORDER

II. ROLL CALL OF DIRECTORS

President Gerald Mitchell	Ward 1
Director William Dickinson	Ward 2
Director John Murdock	Ward 3
Director James Durfee	Ward 4
Vice President James Williams	Ward 5

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

Items not on the Agenda may be presented to the Board at this time; however, the Board can take no action.

Public comments can be emailed to ecostan@spmud.ca.gov from the time the agenda is posted until the matter is heard at the meeting. Comments should be kept to 250 words or less.

V. TELECONFERENCING

In accordance with Assembly Bill 361, the South Placer Municipal Utility District (District) Board of Directors is required to adopt a resolution to continue teleconferencing during the COVID-19 pandemic.

- 1. **RESOLUTION 22-09 DECLARING AND RE-RATIFYING THE STATE OF EMERGENCY AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS DUE TO THE COVID-19 EMERGENCY** [pg 4 to 9]

Action Requested: (Roll Call Vote)

Staff Recommends that the Board of Directors adopt Resolution 22-09, Declaring and Re-ratifying the State of Emergency and Authorizing Remote Teleconference Meetings of the Board of Directors from April 7, 2022 through May 6, 2022 due to the COVID-19 Emergency.

VI. CONSENT ITEMS

[pg 10 to 101]

Consent items should be considered together as one motion. Any item(s) requested to be removed will be considered after the motion to approve the Consent Items.

ACTION: (Roll Call Vote)

Motion to approve the consent items for the April 7, 2022 meeting.

- 1. MINUTES from the March 3, 2022 Regular Meeting. [pg 10 to 13]
- 2. ACCOUNTS PAYABLE in the amount of \$2,204,817 through March 28, 2022. [pg 14 to 19]
- 3. BILL OF SALE Acceptance of the Bill of Sale for Sewer Improvements within Whitney Ranch Phase III Unit 44B (Phase II), with an estimated value of \$66,842. [pg 20 to 23]
- 4. BILL OF SALE Acceptance of the Bill of Sale for Sewer Improvements for the Newcastle Storage Sewer Improvements, with an estimated value of \$51,696. [pg 24 to 27]
- 5. RESOLUTION 22-10 AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE A BANKING SERVICE AGREEMENT WITH FIVE STAR BANK [pg 28 to 65]
- 6. RESOLUTION 22-11 AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR ROOT CONTROL FOAMING WITH DUKE'S ROOT CONTROL, INC. [pg 66 to 101]

VII. BOARD BUSINESS

Board action may occur on any identified agenda item. Any member of the public may directly address the Board on any identified agenda item of interest, either before or during the Board's consideration of that item.

1. LAFCO PRESENTATION

[pg 102 to 104]

Staff will provide an update on the District’s process for out-of-area service agreements and annexations.

Action Requested: (Voice Vote)

Staff recommends that the Board direct staff to:

- 1. Pursue annexation for seven properties previously served through out of area service agreements.**
- 2. Utilize the Fee and Finance Advisory Committee to negotiate a master property tax exchange agreement with Placer County for Board consideration.**
- 3. Prepare a resolution regarding these annexations, making the appropriate California Environmental Quality Act (CEQA) findings for Board consideration at a future meeting.**

2. STRATEGIC PLANNING WORKSHOP: SWOT ANALYSIS

In preparation for the adoption of a new five-year Strategic Plan, the District will review feedback from the Strengths, Weaknesses, Opportunities, and Threats analysis.

No Action Requested: Informational Item

VIII. REPORTS

[pg 105 to 116]

The purpose of these reports is to provide information on projects, programs, staff actions, and committee meetings that are of general interest to the Board and the public. No decisions are to be made on these issues.

1. Legal Counsel (A. Brown)
2. General Manager (H. Niederberger)
 - 1) ASD, FSD & TSD Reports
 - 2) Informational items
3. Director’s Comments: Directors may make brief announcements or brief reports on 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.

IX. ADDITIONAL PUBLIC COMMENTS

Public comments can be emailed to ecostan@spmud.ca.gov from the time the agenda is posted until the matter is heard at the meeting. Comments should be kept to 250 words or less.

X. ADJOURNMENT

If there is no other Board business the President will adjourn the meeting to its next regular meeting on **May 5, 2022, at 4:30 p.m.**

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Herb Niederberger, General Manager

Cc: Emilie Costan, Administrative Services Manager
Carie Huff, District Engineer
Eric Nielsen, Superintendent

Subject: Resolution 22-09 Declaring and Re-ratifying the State of Emergency and Authorizing Remote Teleconference Meetings of the Board of Directors due to the COVID-19 Emergency

Meeting Date: April 7, 2022

Overview

All meetings of the District’s Board of Directors are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s Board of Directors conduct their business. The Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions.

Required conditions are: that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District’s boundaries, caused by natural, technological, or human-caused disasters; and it is further required that state or local officials have imposed or recommended measures to promote social distancing, or the legislative body meeting in person would present imminent risks to the health and safety of attendees.

Such conditions now exist in the District, specifically, the State of Emergency declared by the Governor with Executive Order N-25-20 on March 4, 2020, due to the COVID-19 pandemic. Guidance from the State of California has been adopted by the Placer County Health Department which recommends or mandates social distancing and face coverings in certain settings to prevent the spread of COVID-19.

In compliance with Executive Order N-25-20, since April 2020, the District has implemented virtual meeting protocols which comply with the requirements of paragraph (2) of subdivision (e) of section 54953, by providing for public participation through online meeting attendance and the opportunity to provide comment during a Board meeting both verbally and via email.

A provision of AB361 requires that the Board of Directors Declare and Re-ratify the State of Emergency and Authorize continuing Remote Teleconference Meetings of the Board of Directors every 30 days. Resolution 22-05 adopted on February 3, 2022, provided authorization from February 4, 2022, through March 6, 2022. In order to continue remote teleconference meetings, the Board must adopt a subsequent resolution covering this meeting on April 7, 2022, the special meeting on April 21, 2022, and the next regular meeting scheduled for May 6, 2022.

Recommendation

Staff requests the Board of Directors:

1. Adopt Resolution 22-09 Declaring and Re-ratifying the State of Emergency and Authorizing Remote Teleconference Meetings of the Board of Directors from April 7, 2022 through May 6, 2022 due to the COVID-19 Emergency.

Strategic Plan Goals

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.3: Maintain Transparency with all District Activities.

Goal 4.1: Maintain Compliance with Pertinent Regulations

Fiscal Impact

There is no fiscal impact to the District resulting directly from this action. The retrofit of the Board Chambers to accommodate Zoom participation has been completed.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 22-09

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS OF THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT FOR THE PERIOD OF APRIL 7, 2022, TO MAY 6, 2022, PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the South Placer Municipal Utility District (the “District”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the District’s Board of Directors are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s Board of Directors conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District’s boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted Resolution 22-05 on February 3, 2022, finding that the requisite conditions exist for the District's Board of Directors to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically, the State of Emergency declared by the Governor on March 4, 2020 due to the COVID-19 pandemic; and

WHEREAS, the Board of Directors does hereby find that the rise in SARS-CoV-2 Delta Variant during the COVID-19 pandemic has caused, and will continue to cause, conditions dangerous to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the Board of Directors of the District shall continue to conduct its meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District has implemented virtual meeting protocols which comply with the requirements of paragraph (2) of subdivision (e) of section 54953, by providing for public participation through online meeting attendance and the opportunity to provide comment during the Board meeting both verbally or via email.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District, and COVID-19 has caused, and will continue to cause, an unreasonable risk of harm to the safety of persons within the District that are likely to be beyond the control of the services, personnel, equipment, and facilities of the District.

Section 3. Re-ratification of Governor’s Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California’s Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The General Manager and Board of Directors are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) May 6, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board of Directors of the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of the South Placer Municipal Utility District this 7th day of April 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Signed: _____
Gerald Mitchell, President of the Board of Directors

Attest: _____
Emilie Costan, Board Secretary

**REGULAR BOARD MINUTES
SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

Meeting	Location	Date	Time
Regular	Zoom Meeting SPMUD Boardroom	March 3, 2022	4:30 p.m.

I. CALL MEETING TO ORDER: The Regular Meeting of the South Placer Municipal Utility District Board of Directors was called to order with President Mitchell presiding at 4:29 p.m.

II. ROLL CALL OF DIRECTORS:

Present: Director Will Dickinson, President Jerry Mitchell, Director John Murdock, Director James Durfee, Vice President Jim Williams

Absent: None

Vacant: None

Staff: Adam Brown, Legal Counsel
Herb Niederberger, General Manager
Carie Huff, District Engineer
Eric Nielsen, Superintendent
Emilie Costan, Administrative Services Manager

III. PLEDGE OF ALLEGIANCE: President Mitchell led the Pledge of Allegiance.

IV. PUBLIC COMMENTS:

ASM Costan confirmed that no eComments were received. Hearing no other comments, the public comments session was closed.

V. CONSENT ITEMS:

1. MINUTES from the February 3, 2022 Regular Meeting.
2. ACCOUNTS PAYABLE in the amount of \$519,545 through February 21, 2022.
3. RESOLUTION 22-07 TEMPORARY SEWER USE AGREEMENT WITH GEORGE REED, INC. FOR THE CITY OF ROCKLIN'S ROCKLIN ROAD/PACIFIC STREET ROUNDABOUT PROJECT

Vice President Williams made a motion to approve the consent items; a second was made by Director Durfee; a roll call vote was taken, and the motion carried 5-0.

VI. BOARD BUSINESS

1. **SECOND READING AND ADOPTION OF ORDINANCE 22-01 TRANSITIONING FROM AT-LARGE/FROM-DISTRICT ELECTIONS TO BY-DISTRICT/FROM-**

DISTRICT ELECTIONS AND ESTABLISHING NEW ELECTORAL DISTRICT BOUNDARIES

GM Niederberger introduced the second reading of Ordinance 22-01.

Director Murdock made a motion to waive the second reading of the proposed Ordinance 22-01 and adopt Ordinance 22-01 Transitioning from At-Large/From-District Elections to By-District/From-District Elections and Establishing New District Boundaries which will become effective on April 4, 2022, a second was made by Director Durfee; a roll call vote was taken, and the motion carried 5-0.

2. LOWER CLOVER VALLEY SEWER TRUNK REPLACEMENT

DE Huff presented on the Lower Clover Valley Sewer Trunk Replacement Design Report developed by Water Works Engineers. She reviewed the two preliminary design alternatives that were recommended as the most viable replacement solutions at the August 1, 2019, board meeting. She shared that while the existing trunk has been identified as a High-Risk Facility, the future development of Clover Valley has changed and no longer requires an increase in capacity in the existing sewer trunk. Staff is recommending that the project not move forward until such time as an increase in capacity is needed or the pipe has exceeded its useful life.

Director Murdock asked why the EDUs for new development have been reduced to two hundred and why the District is putting off the replacement of a high-risk pipe. DE Huff explained that the original entitlement for the land was higher, but community input has reduced the density. She shared that the primary trigger for the replacement of the pipe was capacity. Director Murdock asked when the pipe will exceed its useful life. Staff shared that the average life of a pipeline is seventy-five-years and there are approximately fifteen years of useful life left in this pipe.

Director Williams shared that he was told that part of Clover Valley was going to be sold for conservation. President Mitchell shared that he attend the last city council meeting regarding the development of Clover Valley and there is a clear desire to limit development in that area. President Mitchell asked if the District would increase capacity even if pipe replacement is triggered due to end of useful life. DE Huff shared that the pipe has the capacity to service the currently proposed development; however, additional off-site work could impact future trunk replacement.

3. RESOLUTION 22-08 PLACING THE FORMER SUNSET WHITNEY GOLF COURSE CLUBHOUSE IN EXTENDED UNOCCUPIED USE

GM Niederberger shared with the Board that the former Sunset Whitney Golf Course Clubhouse is a shell, unoccupied, and not discharging sewer into the system. The City of Rocklin owns the Clubhouse and currently has been submitting a quarterly application to place the building in a status of unoccupied use, thereby reducing the billing EDUs. Staff desires to work with the City of Rocklin to remove the requirement for submittal of a quarterly application and place the building on extended unoccupied use until such time as improvements are started that would generate use.

Director Murdock asked if there were any facilitates that could generate sewage on the site. President Mitchell shared that there is a restroom facility on the western side of Whitney Boulevard

that is functional but locked. DE Huff shared that the unoccupied use status reduces but does not eliminate the monthly service charge. Director Durfee shared that he feels this is a great example of proactive government partnership.

Director Durfee made a motion to adopt Resolution 22-08 Waiver to SPMUD SC 2.03.007 B, and placing the former Sunset Whitney Golf Course Clubhouse in Extended Unoccupied Use, by (1) Placing the former Sunset Whitney Golf Course Clubhouse in Extended Unoccupied Use (2) Granting a waiver to the City of Rocklin to the Reapplication for Unoccupied Use for the former Sunset Whitney Golf Course Clubhouse, and (3) Allowing for the Designation of Unoccupied Use for the former Sunset Whitney Golf Course Clubhouse to remain until such time that Improvements are Initiated for the Property and/or Building, a second was made by Director Murdock; a roll call vote was taken, and the motion carried 5-0.

4. STRATEGIC PLANNING WORKSHOP: MISSION, VISION, & VALUES

DS Nielsen gave a presentation on the Mission, Vision, and Values of the District in preparation for the development of the next five-year strategic plan.

The Directors discussed the mission, vision, and values of the District and recommended updating the goals but continuing to use the same mission and values statements. The Board recommended removing comparative language in the vision statement and potentially making the language more concise.

DS Nielsen reviewed the next steps in the strategic planning process and provided board members with a strengths, weaknesses, opportunities, and threats assessment for the next strategic plan discussion at the April board meeting.

VII. REPORTS

1. District General Counsel (A. Brown):

General Counsel Brown had no report for this meeting.

2. General Manager (H. Niederberger):

A. ASD, FSD & TSD Reports:

GM Niederberger shared that the long-range planning agenda in the GM Report has been revised to move the ITPipes discussion to May and to add Strategic Planning Workshops in April and May. President Mitchell asked about item F.4 in the GM Report and the timeline for a potential cost of living adjustment due to increased inflation. GM Niederberger shared that the item has been discussed with the Personnel and Advisory Committee and will come back to the full board for discussion.

Director Murdock asked about the 180-unit complex that is being proposed across from Sierra College. DE Huff shared that the project is College Park Senior Apartments. The District has received a pre-development application and has been working with the engineer and the City of Rocklin.

Director Dickinson asked about Newcastle easement acquisition. DE Huff shared that staff has completed preliminary work with the County to determine where easements may have been missing when the District acquired Newcastle from the Newcastle Sanitary District. The District has contracted with Bender-Rosenthal to assist the District in obtaining a full accounting of the rights in the Newcastle area. Staff will be starting in Newcastle and working through the District to acquire necessary access.

B. Information Items: No additional items.

3. Director's Comments:

Vice President Williams shared that he attended an Architectural Advisory Committee meeting on February 14th about the corporation yard improvements. He shared that the Board should be prepared for a number of disruptions and logistical issues during construction. Staff will be communicating these impacts throughout the project.

VIII. CLOSED SESSION READOUT

The Board met in Closed Session at 5:37 p.m. to discuss existing litigation. The Board heard a report from General Counsel. No action was taken.

The Board adjourned the closed session at 6:04 p.m.

IX. ADJOURNMENT

The President adjourned the meeting at 6:05 p.m. to the next regular meeting to be held on April 7, 2022, at 4:30 p.m.



Emilie Costan, Board Secretary

Item 6.2



South Placer Municipal Utility District, CA

Check Report

By Check Number

Date Range: 02/22/2022 - 03/28/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
1021	ARC	02/22/2022	Regular	0.00	109.90	14273
1768	Capital Program Management Inc.	02/22/2022	Regular	0.00	2,888.00	14274
1652	Cintas Corporation	02/22/2022	Regular	0.00	493.25	14275
1073	Consolidated Communications	02/22/2022	Regular	0.00	2,059.47	14276
1112 (Current)	FedEx	02/22/2022	Regular	0.00	23.14	14277
1666	Great America Financial Services	02/22/2022	Regular	0.00	452.99	14278
1139	Hill Rivkins Brown & Associates	02/22/2022	Regular	0.00	5,400.00	14279
1757	McClatchy Shared Services LLC	02/22/2022	Regular	0.00	890.40	14280
1218	PCWA	02/22/2022	Regular	0.00	564.10	14281
1221	PG&E (Current Accounts)	02/22/2022	Regular	0.00	7,380.99	14282
1251	Railroad Management Company, LLC	02/22/2022	Regular	0.00	175.00	14283
1266	Rocklin Hydraulics	02/22/2022	Regular	0.00	21.11	14284
1518	Sonitrol of Sacramento	02/22/2022	Regular	0.00	1,162.98	14285
1306	Superior Equipment Repair	02/22/2022	Regular	0.00	236.23	14286
1338	Verizon Wireless	02/22/2022	Regular	0.00	1,231.55	14287
1343	Water Works Engineers, LLC	02/22/2022	Regular	0.00	5,374.64	14288
1240	Placer County Personnel	02/24/2022	Regular	0.00	3,279.94	14289
1012	All Electric Motors	03/03/2022	Regular	0.00	2,651.28	14290
1774	Atkinson, Andelson, Loya, Ruud and Romo	03/03/2022	Regular	0.00	3,291.75	14291
1663	Buckmaster Office Solutions	03/03/2022	Regular	0.00	85.44	14292
1652	Cintas Corporation	03/03/2022	Regular	0.00	997.99	14293
1068	City of Roseville	03/03/2022	Regular	0.00	112,957.07	14294
1751	Comprehensive Medical Inc.	03/03/2022	Regular	0.00	90.00	14295
1087	Dawson Oil Co.	03/03/2022	Regular	0.00	4,897.13	14296
1591	Eric Orlando	03/03/2022	Regular	0.00	250.00	14297
1777	Extreme Door Services	03/03/2022	Regular	0.00	7,842.00	14298
1112 (Current)	FedEx	03/03/2022	Regular	0.00	28.28	14299
1113	Ferguson Enterprises, Inc. 1423 (Main)	03/03/2022	Regular	0.00	2,969.93	14300
1124	Gold Country Media Publications	03/03/2022	Regular	0.00	171.82	14301
1131	Granite Business Printing	03/03/2022	Regular	0.00	149.08	14302
1147	Institute of Business Publications	03/03/2022	Regular	0.00	265.00	14303
1686	Jan Pro	03/03/2022	Regular	0.00	887.00	14304
1564	Jensen Landscape Services, LLC	03/03/2022	Regular	0.00	931.00	14305
1764	Network Design Associates, Inc.	03/03/2022	Regular	0.00	738.00	14306
1218	PCWA	03/03/2022	Regular	0.00	961.74	14307
1221	PG&E (Current Accounts)	03/03/2022	Regular	0.00	1,060.20	14308
1244	Preferred Alliance Inc	03/03/2022	Regular	0.00	189.98	14309
1253	Recology Auburn Placer	03/03/2022	Regular	0.00	345.53	14310
1306	Superior Equipment Repair	03/03/2022	Regular	0.00	1,357.29	14311
1327	US Bank Corporate Payment	03/03/2022	Regular	0.00	11,598.01	14312
	Void	03/03/2022	Regular	0.00	0.00	14313
	Void	03/03/2022	Regular	0.00	0.00	14314
	Void	03/03/2022	Regular	0.00	0.00	14315
	Void	03/03/2022	Regular	0.00	0.00	14316
1007	Advanced Integrated Pest	03/11/2022	Regular	0.00	110.00	14317
248	AT&T (916.663.1652) & (248.134.5438.608.80)	03/11/2022	Regular	0.00	278.48	14318
1022	AT&T (9391035571) & (9391053973)	03/11/2022	Regular	0.00	331.51	14319
1759	Bender Rosenthal Inc.	03/11/2022	Regular	0.00	496.20	14320
1652	Cintas Corporation	03/11/2022	Regular	0.00	513.49	14321
1775	CPS HR Consulting	03/11/2022	Regular	0.00	437.50	14322
1509	Crystal Communications	03/11/2022	Regular	0.00	311.64	14323
1086	Dataprose	03/11/2022	Regular	0.00	7,784.25	14324
1124	Gold Country Media Publications	03/11/2022	Regular	0.00	1,141.64	14325
1666	Great America Financial Services	03/11/2022	Regular	0.00	452.99	14326

Check Report

Date Range: 02/22/2022 - 03/28/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1163	Joe Gonzalez Trucking, LLC.	03/11/2022	Regular	0.00	2,213.20	14327
1218	PCWA	03/11/2022	Regular	0.00	1,156.72	14328
1221	PG&E (Current Accounts)	03/11/2022	Regular	0.00	329.99	14329
1325	Tyler Technologies, Inc.	03/11/2022	Regular	0.00	400.00	14330
1561	Williams + Paddon Architects + Planners, Inc.	03/11/2022	Regular	0.00	-1,112.00	14331
1561	Williams + Paddon Architects + Planners, Inc.	03/11/2022	Regular	0.00	1,112.00	14331
1292	SPMUD Petty Cash	03/11/2022	Regular	0.00	70.65	14332
1020	Aqua Sierra Controls, Inc.	03/21/2022	Regular	0.00	654.50	14386
1021	ARC	03/21/2022	Regular	0.00	101.48	14387
248	AT&T (916.663.1652) & (248.134.5438.608.80)	03/21/2022	Regular	0.00	9.53	14388
1768	Capital Program Management Inc.	03/21/2022	Regular	0.00	2,976.00	14389
1652	Cintas Corporation	03/21/2022	Regular	0.00	493.25	14390
1073	Consolidated Communications	03/21/2022	Regular	0.00	2,085.47	14391
1139	Hill Rivkins Brown & Associates	03/21/2022	Regular	0.00	8,300.00	14392
1764	Network Design Associates, Inc.	03/21/2022	Regular	0.00	1,208.00	14393
1218	PCWA	03/21/2022	Regular	0.00	303.31	14394
1221	PG&E (Current Accounts)	03/21/2022	Regular	0.00	6,340.30	14395
1251	Railroad Management Company, LLC	03/21/2022	Regular	0.00	150.00	14396
1487	RJA Heating & Air, Inc.	03/21/2022	Regular	0.00	253.25	14397
1265	Rocklin Area Chamber of Commerce	03/21/2022	Regular	0.00	300.00	14398
1518	Sonitrol of Sacramento	03/21/2022	Regular	0.00	1,162.98	14399
1333	SPOK, Inc.	03/21/2022	Regular	0.00	26.89	14400
1338	Verizon Wireless	03/21/2022	Regular	0.00	1,309.07	14401
1561	Williams + Paddon Architects + Planners, Inc.	03/21/2022	Regular	0.00	1,112.00	14402
1016	American General Life Insurance	03/25/2022	Regular	0.00	4,680.00	14403
1742	Burrell Consulting Group	03/25/2022	Regular	0.00	2,500.00	14404
1652	Cintas Corporation	03/25/2022	Regular	0.00	508.43	14405
1068	City of Roseville	03/25/2022	Regular	0.00	1,788.75	14406
1113	Ferguson Enterprises, Inc. 1423 (Main)	03/25/2022	Regular	0.00	2,106.84	14407
1145	Innovyze Inc	03/25/2022	Regular	0.00	8,432.91	14408
1475	Petersen & Mapes, LLP	03/25/2022	Regular	0.00	1,260.00	14409
1253	Recology Auburn Placer	03/25/2022	Regular	0.00	345.53	14410
1287	Sierra Safety	03/25/2022	Regular	0.00	1,366.95	14411
1306	Superior Equipment Repair	03/25/2022	Regular	0.00	4,230.85	14412
1329	USA North 811 (Underground Service Alert)	03/25/2022	Regular	0.00	1,164.42	14413
1015	American Fidelity Assurance	02/24/2022	Bank Draft	0.00	687.86	DFT0007053
1586	Principal Life Insurance Company	02/24/2022	Bank Draft	0.00	384.85	DFT0007054
1230	Pers (EFT)	02/24/2022	Bank Draft	0.00	5,983.04	DFT0007055
1230	Pers (EFT)	02/24/2022	Bank Draft	0.00	28,283.01	DFT0007056
1230	Pers (EFT)	02/24/2022	Bank Draft	0.00	10,372.28	DFT0007057
1230	Pers (EFT)	02/24/2022	Bank Draft	0.00	111.60	DFT0007058
1230	Pers (EFT)	02/24/2022	Bank Draft	0.00	3,427.00	DFT0007059
1230	Pers (EFT)	02/24/2022	Bank Draft	0.00	68.60	DFT0007060
1045	Cal Pers 457 Plan (EFT)	03/04/2022	Bank Draft	0.00	750.00	DFT0007061
1135	Mass Mutual (EFT)	03/04/2022	Bank Draft	0.00	225.00	DFT0007062
1135	Mass Mutual (EFT)	03/04/2022	Bank Draft	0.00	7,527.52	DFT0007063
1135	Mass Mutual (EFT)	03/04/2022	Bank Draft	0.00	237.45	DFT0007064
1015	American Fidelity Assurance	03/04/2022	Bank Draft	0.00	333.33	DFT0007065
1015	American Fidelity Assurance	03/04/2022	Bank Draft	0.00	285.40	DFT0007066
1229	Pers (EFT)	03/04/2022	Bank Draft	0.00	49.13	DFT0007067
1229	Pers (EFT)	03/04/2022	Bank Draft	0.00	1,514.46	DFT0007068
1229	Pers (EFT)	03/04/2022	Bank Draft	0.00	2,654.09	DFT0007069
1229	Pers (EFT)	03/04/2022	Bank Draft	0.00	1,881.27	DFT0007070
1229	Pers (EFT)	03/04/2022	Bank Draft	0.00	2,778.90	DFT0007071
1229	Pers (EFT)	03/04/2022	Bank Draft	0.00	3,403.07	DFT0007072
1229	Pers (EFT)	03/04/2022	Bank Draft	0.00	3,826.58	DFT0007073
1149	Internal Revenue Service	03/04/2022	Bank Draft	0.00	12,311.62	DFT0007074
1098	EDD (EFT)	03/04/2022	Bank Draft	0.00	3,650.96	DFT0007075
1098	EDD (EFT)	03/04/2022	Bank Draft	0.00	1,090.68	DFT0007076
1149	Internal Revenue Service	03/04/2022	Bank Draft	0.00	2,879.40	DFT0007077
1149	Internal Revenue Service	03/04/2022	Bank Draft	0.00	8,479.00	DFT0007078

Check Report

Date Range: 02/22/2022 - 03/28/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1149	Internal Revenue Service	03/18/2022	Bank Draft	0.00	11.52	DFT0007080
1098	EDD (EFT)	03/18/2022	Bank Draft	0.00	0.70	DFT0007081
1098	EDD (EFT)	03/18/2022	Bank Draft	0.00	-2.60	DFT0007082
1149	Internal Revenue Service	03/18/2022	Bank Draft	0.00	2.68	DFT0007083
1149	Internal Revenue Service	03/14/2022	Bank Draft	0.00	51.88	DFT0007085
1098	EDD (EFT)	03/14/2022	Bank Draft	0.00	27.53	DFT0007086
1098	EDD (EFT)	03/14/2022	Bank Draft	0.00	4.60	DFT0007087
1149	Internal Revenue Service	03/14/2022	Bank Draft	0.00	12.14	DFT0007088
1045	Cal Pers 457 Plan (EFT)	03/18/2022	Bank Draft	0.00	750.00	DFT0007089
1135	Mass Mutual (EFT)	03/18/2022	Bank Draft	0.00	225.00	DFT0007090
1135	Mass Mutual (EFT)	03/18/2022	Bank Draft	0.00	7,527.52	DFT0007091
1135	Mass Mutual (EFT)	03/18/2022	Bank Draft	0.00	237.45	DFT0007092
1042	CA State Disbursement (EF	03/18/2022	Bank Draft	0.00	44.76	DFT0007093
1015	American Fidelity Assurance	03/18/2022	Bank Draft	0.00	333.33	DFT0007094
1015	American Fidelity Assurance	03/18/2022	Bank Draft	0.00	285.40	DFT0007095
1229	Pers (EFT)	03/18/2022	Bank Draft	0.00	49.13	DFT0007096
1229	Pers (EFT)	03/18/2022	Bank Draft	0.00	1,514.46	DFT0007097
1229	Pers (EFT)	03/18/2022	Bank Draft	0.00	2,654.09	DFT0007098
1229	Pers (EFT)	03/18/2022	Bank Draft	0.00	1,881.27	DFT0007099
1229	Pers (EFT)	03/18/2022	Bank Draft	0.00	2,778.90	DFT0007100
1229	Pers (EFT)	03/18/2022	Bank Draft	0.00	3,508.24	DFT0007101
1229	Pers (EFT)	03/18/2022	Bank Draft	0.00	3,944.84	DFT0007102
1149	Internal Revenue Service	03/18/2022	Bank Draft	0.00	12,839.92	DFT0007103
1098	EDD (EFT)	03/18/2022	Bank Draft	0.00	3,787.92	DFT0007104
1098	EDD (EFT)	03/18/2022	Bank Draft	0.00	1,098.31	DFT0007105
1149	Internal Revenue Service	03/18/2022	Bank Draft	0.00	3,003.00	DFT0007106
1149	Internal Revenue Service	03/18/2022	Bank Draft	0.00	8,638.91	DFT0007107

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	123	84	0.00	2,045,731.43
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-1,112.00
Bank Drafts	53	53	0.00	158,407.00
EFT's	0	0	0.00	0.00
	176	142	0.00	2,203,026.43

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	123	84	0.00	2,045,731.43
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-1,112.00
Bank Drafts	53	53	0.00	158,407.00
EFT's	0	0	0.00	0.00
	176	142	0.00	2,203,026.43

Fund Summary

Fund	Name	Period	Amount
100	GENERAL FUND	2/2022	81,061.93
100	GENERAL FUND	3/2022	2,121,964.50
			2,203,026.43

Account Number	Name	Date	Type	Amount	Check #:	Packet
102-0000959-01	Bentley, Susan M	3/17/2022	Refund	\$ 108.23	14333	UBPKT13945
102-0001880-02	Ruzich, Mary	3/17/2022	Refund	\$ 105.60	14334	UBPKT13945
102-0003181-02	Brosh, Matthew	3/17/2022	Refund	\$ 6.06	14335	UBPKT13945
102-0003365-01	Debord, Sharon	3/17/2022	Refund	\$ 108.00	14336	UBPKT13945
102-0003504-01	Adams, Donna	3/17/2022	Refund	\$ 110.40	14337	UBPKT13945
102-0006582-02	Phillip, Justin	3/17/2022	Refund	\$ 64.67	14338	UBPKT13945
102-0007246-01	Knowles, Eli	3/17/2022	Refund	\$ 90.00	14339	UBPKT13945
102-0007620-01	Coll, Carlos A	3/17/2022	Refund	\$ 128.40	14340	UBPKT13945
102-0007705-04	Gonzalez, Jaime and Eden	3/17/2022	Refund	\$ 108.00	14341	UBPKT13945
102-0009029-02	Parke, Robert	3/17/2022	Refund	\$ 10.46	14342	UBPKT13945
102-0009938-02	Fazelian, Kyle	3/17/2022	Refund	\$ 61.26	14343	UBPKT13945
102-0010849-03	Trust, Zillow Homes Property	3/17/2022	Refund	\$ 23.76	14344	UBPKT13945
102-0011324-01	Shimozaki, Henry	3/17/2022	Refund	\$ 109.97	14345	UBPKT13945
102-0011900-01	O'Neil, Karen	3/17/2022	Refund	\$ 5.01	14346	UBPKT13945
102-0012103-01	Butler, Kevin	3/17/2022	Refund	\$ 108.00	14347	UBPKT13945
102-0012285-03	O'Dell, Dustin James	3/17/2022	Refund	\$ 110.29	14348	UBPKT13945
103-0003812-01	Noorani, Hamid and Jennifer	3/17/2022	Refund	\$ 7.20	14349	UBPKT13945
103-0004340-04	Trust, Opendoor Property I	3/17/2022	Refund	\$ 8.40	14350	UBPKT13945
103-0004620-01	Roth, Alan	3/17/2022	Refund	\$ 9.60	14351	UBPKT13945
103-0016462-01	Lyman, Deanna	3/17/2022	Refund	\$ 432.00	14352	UBPKT13945
106-0012730-03	Trust, Zillow Homes Property	3/17/2022	Refund	\$ 75.60	14353	UBPKT13945
106-0013065-03	Bryan, Richard and Susan	3/17/2022	Refund	\$ 24.91	14354	UBPKT13945
106-0013370-01	Crowley, Robbie	3/17/2022	Refund	\$ 118.80	14355	UBPKT13945
106-0013553-02	Bass, Henry and Virginia	3/17/2022	Refund	\$ 100.53	14356	UBPKT13945
106-0014558-01	Trustee, Carol Blaney	3/17/2022	Refund	\$ 108.47	14357	UBPKT13945
106-0014714-04	Bane, Jane	3/17/2022	Refund	\$ 320.52	14358	UBPKT13945
106-0015105-03	Bhullar, Gurvinderjit Singh	3/17/2022	Refund	\$ 7.15	14359	UBPKT13945
106-0015185-02	Weaver, Roy	3/17/2022	Refund	\$ 109.20	14360	UBPKT13945
106-0015432-02	Trust, Zillow Homes Property	3/17/2022	Refund	\$ 109.20	14361	UBPKT13945
106-0015597-01	Farrulla, Gilbert	3/17/2022	Refund	\$ 5.05	14362	UBPKT13945
106-0016404-02	Krishnamurthy, Sowmya	3/17/2022	Refund	\$ 106.69	14363	UBPKT13945
106-0016814-04	Trust, Opendoor Property	3/17/2022	Refund	\$ 108.00	14364	UBPKT13945
106-0017114-04	Trust, Zillow Homes Property	3/17/2022	Refund	\$ 128.40	14365	UBPKT13945
106-0017435-01	Lees, Justin B	3/17/2022	Refund	\$ 168.00	14366	UBPKT13945
106-1025631-01	Bertolani, Joan	3/17/2022	Refund	\$ 103.30	14367	UBPKT13945
112-1021301-02	Trust, Orion Irr	3/17/2022	Refund	\$ 24.00	14368	UBPKT13945
112-1021489-01	Grigsby, Guy and Melody	3/17/2022	Refund	\$ 189.46	14369	UBPKT13945
112-1021524-02	Daniels, Darren	3/17/2022	Refund	\$ 106.80	14370	UBPKT13945
112-1022237-02	Wiegandt, Stacey	3/17/2022	Refund	\$ 8.57	14371	UBPKT13945
112-1026682-03	Trust, Zillow Homes Property	3/17/2022	Refund	\$ 10.52	14372	UBPKT13945
112-1026792-01	Moore, Jacob and Jody	3/17/2022	Refund	\$ 30.00	14373	UBPKT13945
112-1026865-01	Tabarroj, Kousha	3/17/2022	Refund	\$ 14.40	14374	UBPKT13945
112-1027639-03	Barnes, Ann and Blair	3/17/2022	Refund	\$ 120.10	14375	UBPKT13945
112-1028192-01	Hamlin, Theresa	3/17/2022	Refund	\$ 140.40	14376	UBPKT13945
112-1028455-01	Bates, Nathan and Christine	3/17/2022	Refund	\$ 104.76	14377	UBPKT13945

112-1029144-01	Ramos, Juan	3/17/2022	Refund	\$ 107.89	Check #: 14378	UBPKT13945
112-1029556-00	Tim Lewis Communities	3/17/2022	Refund	\$ 99.78	Check #: 14379	UBPKT13945
112-1029589-00	The New Home Company	3/17/2022	Refund	\$ 108.00	Check #: 14380	UBPKT13945
112-1029685-00	Black Pine Communities	3/17/2022	Refund	\$ 9.60	Check #: 14381	UBPKT13945
112-1029724-00	Toll Brothers	3/17/2022	Refund	\$ 25.20	Check #: 14382	UBPKT13945
112-1029727-00	Black Pine Communities	3/17/2022	Refund	\$ 9.60	Check #: 14383	UBPKT13945
202-0001857-01	U.S. Bankcorp	3/17/2022	Refund	\$ 115.20	Check #: 14384	UBPKT13945
212-1025090-01	Lonetree Investments LLC	3/17/2022	Refund	\$ 13.07	Check #: 14385	UBPKT13945
	TOTAL REFUNDS			\$ 1,790.91		

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

STAFF REPORT

To: Board of Directors
From: Carie Huff, District Engineer
Cc: Josh Lelko, Engineering Technician
Subject: Acceptance of the Bill of Sale for Sewer Improvements within Whitney Ranch Phase III – Unit 44B (Phase II)
Meeting Date: April 7, 2022

Overview

The Whitney Ranch Phase III – Unit 44B (Phase II) improvements are located within Rocklin, south of the intersection of Old Ranch House Road and Boxcar Drive. The Whitney Ranch Phase III – Unit 44B (Phase II) project consists of ten (10) single-family residential homes for a total of 10 EDU. The Whitney Ranch Phase III – Unit 44B (Phase II) improvements include the following infrastructure:

- Installation of one hundred and thirty-four (134) linear feet of sanitary sewer pipe;
- Installation of one (1) manhole; and
- Installation of three hundred and five (305) linear feet of lower laterals.

Recommendation

Staff recommends that the Board of Directors accept the attached Bill of Sale for the Whitney Ranch Phase III – Unit 44B (Phase II) improvements.

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

- Goal 1.1: Engage Customers to determine expectations.
- Goal 1.2: Establish and meet Service Level(s) by Department.
- Goal 3.1: Plan all projects to ensure adherence to District standards and ordinances.

Fiscal Impact

The estimated value of the contributed capital is \$66,842.

Attachments:

1. Bill of Sale
2. Map – Whitney Ranch Phase III – Unit 44B (Phase II)

BILL OF SALE

SUNSET RANCHOS INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY does hereby grant, bargain, sell and convey to SOUTH PLACER MUNICIPAL UTILITY DISTRICT all of its rights, title and interest in and to all public sewer pipes, lines, mains, manholes, and appurtenances installed by its contractor in that subdivision/project commonly known as

Whitney Ranch Phase III – Unit 44B (Phase II)

Grantor herein does hereby warrant and guarantee to SOUTH PLACER MUNICIPAL UTILITY DISTRICT that all of the personal property described herein consisting of sewer pipes, lines, mains, manholes, and appurtenances are free and clear of all mechanics liens and encumbrances of any type, nature or description whatsoever.

Dated this 3-14-2022

By: SUNSET RANCHOS INVESTORS, LLC
a Delaware limited liability company

By: JEN California 17, LLC
a California limited liability company
its sole member and manager

By: 
Katherine Hart Johns, Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

On March 14, 2022, before me, Sharon Buckenmeyer, a Notary Public, personally appeared Katherine Hart Johns, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sharon Buckenmeyer



(SEAL)

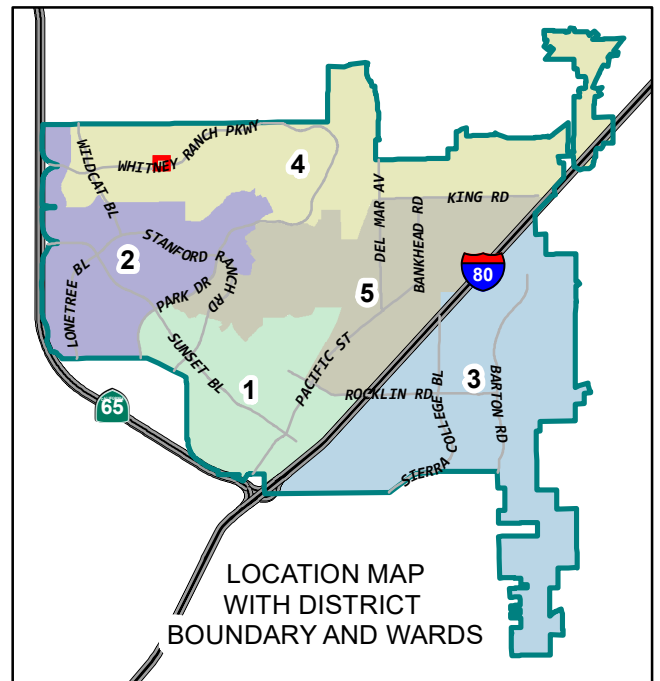


0 60 120 Feet
1 in = 120 ft



**Whitney Ranch Phase III -
Unit 44B (Phase II)**
10 EDU

Date: 3/28/2022
 Author: Curtis Little
 Document Path:
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**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors
From: Carie Huff, District Engineer
Cc: Josh Lelko, Engineering Technician
Subject: Acceptance of the Bill of Sale for the Newcastle Storage Sewer Improvements
Meeting Date: April 7, 2022

Overview

The Newcastle Storage improvements are located within Newcastle, approximately four hundred feet northeast of intersection of Taylor Road and Lincoln Newcastle Highway 193. The Newcastle Storage project consists of public sewer improvements to serve a contractor’s storage yard, heavy equipment service station and office for a total of 2.75 EDU. The Newcastle Storage improvements include the following infrastructure:

- Installation of one hundred and fourteen (114) linear feet of sanitary sewer pipe;
- Installation of two (2) manholes; and
- Installation of forty-two (42) linear feet of lower laterals.

Recommendation

Staff recommends that the Board of Directors accept the attached Bill of Sale for the Newcastle Storage Sewer improvements.

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

- Goal 1.1: Engage Customers to determine expectations.
- Goal 1.2: Establish and meet Service Level(s) by Department.
- Goal 3.1: Plan all projects to ensure adherence to District standards and ordinances.

Fiscal Impact

The estimated value of the contributed capital is \$51,696.

Attachments:

1. Bill of Sale
2. Map – Newcastle Storage

BILL OF SALE

FREED'S EXCAVATING, INC., a California Corporation, does hereby grant, bargain, sell and convey to SOUTH PLACER MUNICIPAL UTILITY DISTRICT all of its rights, title and interest in and to all public sewer pipes, lines, mains, manholes, and appurtenances installed by its contractor in that project commonly known as Newcastle Storage, 223 Taylor Rd., Newcastle, CA 95658.

Grantor herein does hereby warrant and guarantee to SOUTH PLACER MUNICIPAL UTILITY DISTRICT that all of the personal property described herein consisting of sewer pipes, lines, mains, manholes, and appurtenances are free and clear of all mechanics liens and encumbrances of any type, nature, or description whatsoever.

Dated this March 10 2022

BY: FREED'S EXCAVATING, INC., a California Corporation



Signature

PAMELA J. FREED, CFO
Print Name and Title

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

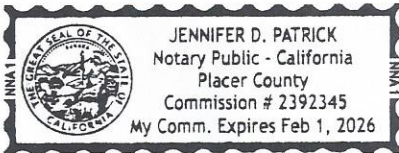
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Placer }

On March 10, 2022 before me, Jennifer D. Patrick, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Pamela Jean Freed
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Jennifer D. Patrick
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

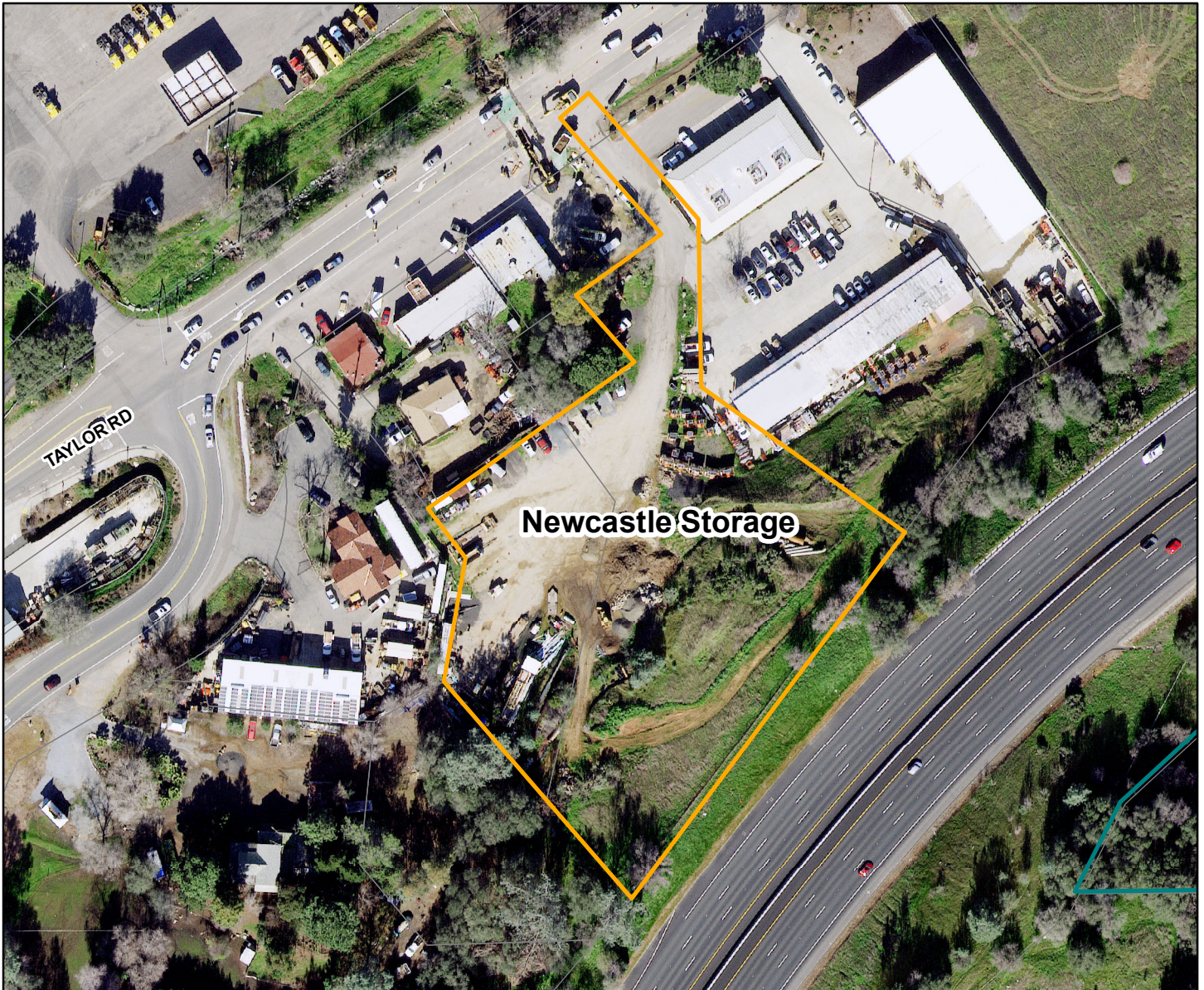
Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____



0 60 120 Feet
1 in = 125 ft



Newcastle Storage

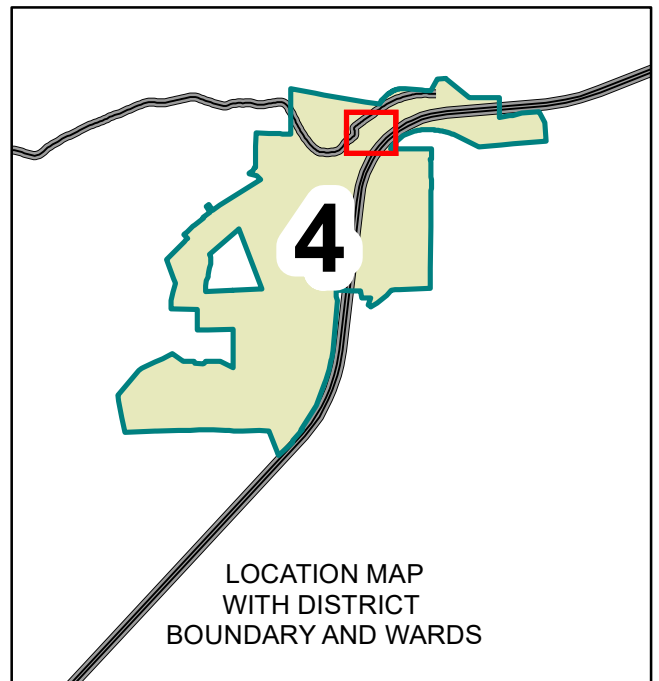
2.75 EDU

Date: 3/28/2022

Author: Curtis Little

Document Path:

G:\spmud_gis\mxd\Bill of Sale\2022\MXD\NewcastleStorage.mxd



SOUTH PLACER MUNICIPAL UTILITY DISTRICT

STAFF REPORT

To: Board of Directors

From: Emilie Costan, Administrative Services Manager

Cc: Herb Niederberger, General Manager

Subject: Resolution 22-10 –Professional Services Agreement with Five Star Bank for District Banking Services

Meeting Date: April 7, 2022

Overview

The South Placer Municipal Utility District (District) relies heavily on a solid financial institution and a strong partnership with that institution to ensure that fees are properly collected through a variety of convenient payment options and payables are distributed in a timely and reliable manner. The District currently utilizes the following banking services: in-person branch deposits, electronic check remittance, a physical lockbox where customers send their paper checks for processing by the bank, an electronic lockbox where customer online bill payments are sent for processing by the bank, ACH or electronic fund transfers, and occasionally wire transfers.

Commercial checking accounts offer an Earnings Credit Ratio calculated based on the funds in the account that helps offset the fees for services. Due to low-interest rates, the Earnings Credit Ratio offered by the District’s current bank has continued to be adjusted down and the District has been seeing a steady increase in out-of-pocket banking fees. Staff released a Request for Proposals to provide banking services for the District on January 10, 2022, to ensure that the District continues to work with a solid financial institution that is focused on strong partnership while receiving the best rates possible. Five Star Bank responded to the Request for Proposal. Five Star Bank had a very thorough and responsive proposal that included services beyond those currently provided to the District. After a thorough evaluation of the proposals which included demonstrations of online products and tools. Five Star Bank has been selected to provide Banking Services to the District.

While banking fees adjust due to item counts, balances, and the earnings credit ratio, staff is presenting this resolution to the Board because the total agreement is not to exceed \$75,000, which in accordance with Purchasing Policy 3150, requires Board approval. The term of the agreement is 3 years and allows for up to two one-year extensions at the sole discretion of the District.

Recommendation

Staff recommends that the Board of Directors approve Resolution 22-10 that authorizes the General Manager to execute a Professional Services Agreement with Five Star Bank for District Banking Services.

Strategic Plan Goals

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.1: Deliver excellent customer service

Goal 5.3: Maintain financial responsibility by ensuring allocated funding sources are adequate to meet expenses; and that available funds are resources are managed efficiently.

Related District Ordinances and Policies

Policy #3120 – Investment of District Funds

Policy #3140 – Check Processing

Policy #3150 – Purchasing Policy

Fiscal Impact

The cost, not to exceed \$75,000, is lower than the amount expended on these services in prior years. The expense will be paid out of the General Fund, Fund 100.

Attachments

1. Resolution 22-10 - Professional Services Agreement with Five Star Bank for District Banking Services
2. Professional Services Agreement with Five Star Bank for District Banking Services

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION 22-10

**AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AGREEMENT WITH
FIVE STAR BANK FOR DISTRICT BANKING SERVICES**

WHEREAS, The South Placer Municipal Utility District (hereinafter “District”) relies heavily on a solid financial institution and a strong partnership with that institution to ensure that fees are properly collected through a variety of convenient payment options and payables are distributed in a timely and reliable manner, and

WHEREAS, there has been a steady increase in out-of-pocket banking fees and the District desires to obtain the best rates possible, and

WHEREAS, the District solicited proposals for qualified vendors and the written proposals were evaluated and follow up demonstrations of online products and tools were conducted, and

WHEREAS, Five Star Bank was determined to have the products and services that most closely aligned with the needs and objectives of the District and its customers, and

WHEREAS, District Policy 3150 – Purchasing, requires Board authorization for the General Manager to approve purchases over \$50,000.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the South Placer Municipal Utility District that the General Manager is authorized to execute the attached Agreement with Five Star Bank. for District Banking Services.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 7th day of April 2022.

Signed:

Gerald P. Mitchell, President of the Board of Directors

Attest:

Emilie Costan, Board Secretary



South Placer Municipal Utility District
5807 Springview Drive Rocklin, CA 95677

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT TERM: (3) years

EXECUTED:

Provide Professional Services for the project know as: Banking Services 2022

DISTRICT: South Placer Municipal Utility District
DISTRICT REPRESENTATIVE:
Emilie Costan, Administrative Services Manager
5807 Springview Dr Rocklin, CA 95677
(916) 786-8555; ecostan@spmud.ca.gov

CONTRACTOR: Five Star Bank
CONTRACTOR REPRESENTATIVE:
Jerry Legg, SVP/Government Banking Manager
2240 Douglas Blvd Ste 100 Roseville, CA 95661
(916) 471-9977, jlegg@fivestarb.com

SERVICES:

The undersigned agrees to complete the work specified in strict accordance with the General Provisions and the Scope of Work and Pricing within the time specified in the proposal incorporated herein as Attachment A.

Total agreement amount shall not exceed \$75,000

This includes all applicable taxes and fees. Proof of insurance, as described in the General Provisions, has been provided to the District.

Name and address of Contractor:
Five Star Bank
Jerry Legg, SVP/Government Banking
Manager
2240 Douglas Boulevard Suite 100
Roseville, CA 95661
916) 471-9977
jlegg@fivestarb.com

The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

Signature of person authorized to sign:

Print Name:
Title:
Date:

NOTICE OF AWARD (This section for District use only)

You are directed to proceed with the work upon receipt of this award.

Print Name: Title:
Signature: Date:

GENERAL PROVISIONS

1. **SCOPE OF SERVICES:** Contractor shall do all work, attend all meetings, and carry out all activities necessary to complete all services described in the attached proposal included as part of this Agreement. This Agreement and its exhibits, attached or incorporated by reference, shall be known as the “Agreement Documents.” The Contractor enters into this Agreement as an independent contractor and not as an employee of the District.
2. **TIME OF PERFORMANCE:** The Services described in this Contract shall be provided for three years with an option to extend for two additional years. The services are to commence upon execution and receipt of this Agreement and shall be completed in a prompt and timely manner in accordance with the conditions of the Agreement.
3. **COMPENSATION:** Payments shall be paid *monthly* upon completion of services for a total amount not to exceed \$75,000. The District reserves the right to perform any of these services with its own staff or to retain other contractors to perform the services. “Reimbursable Expenses” are limited to actual expenditures of the Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the District. No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal. Contractor is responsible for supplying invoices and all documentation necessary to verify invoices to the District’s satisfaction. Invoices shall be emailed to ap@spmud.ca.gov or mailed to 5807 Springview Drive, Rocklin, CA 95677.
4. **TERMINATION:** This Agreement may be terminated, without cause, at any time by the District or Contractor upon ten days written notice. Contractor shall be compensated for all services provided for in the Agreement to that date. District shall be entitled to all work created pursuant to the Agreement.
5. **CHANGES:** District or Contractor may request changes to the scope of services to be performed. Such changes must be authorized in advance by the District in writing. Mutually agreed to changes shall be incorporated in written amendments to this Agreement.
6. **PROPERTY OF THE DISTRICT:** It is mutually agreed that all work or materials prepared under this Agreement shall become the property of the District. The District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term “information” means and includes any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof.
7. **CONFIDENTIALITY:** During performance of this Agreement, the contractor may gain access to and use District information. The contractor agrees to protect all District Information and treat it as strictly confidential, and further agrees that they shall at no time, either directly or indirectly, divulge, disclose, or communicate in any manner any District information to any third party without the prior written consent. In addition, the contractor shall comply with all policies governing the use of the District network and technology systems.
8. **NOTIFICATION OF MATERIAL CHANGES IN BUSINESS:** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout,

bankruptcy, name change, or loss of key personnel, it will immediately notify the District of the changes. Contractor also agrees to immediately notify the District of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the District under this Contract.

9. WARRANTY: Contractor warrants that it has the expertise or has experts available to perform the services set forth in this Agreement in a manner consistent with accepted standards of its profession. It warrants that it will perform said services in a legal manner in conformance with all applicable laws and guidelines.
10. STANDARD OF PERFORMANCE: Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to District under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.

Contractor shall designate a Project Manager as its representative in all matters relating to the Agreement. The Project Manager shall remain in such capacity unless and until he is removed at the request of the District or replaced with the written permission of the District.

11. CERTIFICATE OF COMPLIANCE WITH LABOR CODE 3700: Section 3700 of the Labor Code requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and the Contractor will comply with such provisions before commencing with any work of this Agreement.
12. INTEREST IN AGREEMENT: Contractor covenants that neither it nor any of its employees has an interest in this Agreement which would conflict in any manner or degree with the performance of its services hereunder.
13. NEGLIGENCE: Contractor shall be responsible for performing the work in a safe and skillful manner consistent with generally accepted standards and shall be liable for its own negligence and the negligent acts of its employees. District shall have no right of control over the manner in which the work is done but only as to its outcome and shall not be charged with the responsibility of preventing risk to any of Contractor's employees.
14. INDEMNITY: Contractor shall indemnify, defend, and hold harmless the District, its officers, officials, agents and employees from and against any and all claims, costs, losses and expenses arising out of or in connection with the performance of work or failure to comply with the obligations contained in the Agreement Documents, except such loss or damage which was caused by the active negligence or willful misconduct of the District.
15. INSURANCE: Contractor shall not commence with any work before obtaining, and shall maintain in force at all times during the term of this Agreement, the policies of insurance as specified by the District and incorporated herein by this reference.
16. SEVERABILITY: If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
17. FACILITIES AND EQUIPMENT: Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for the contractor to perform services pursuant to this Agreement.

18. LICENSES AND PERMITS: Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including any required certification issued by the California Secretary of State.

19. MISCELLANEOUS PROVISIONS:

- A. Contractor shall not engage in unlawful employment discrimination.
- B. Information received from the contractor will be disclosed upon receipt of a request under the California Public Records Act; however, if any information is set apart and clearly marked “trade secret” when provided to the District, the District shall give notice of any request for disclosure. The contractor shall have five (5) days from the date of notification to enter into an agreement with the District, providing for the defense of, and complete indemnification and reimbursement of all costs incurred by the District in any legal action to compel disclosure of the information. The contractor shall have sole responsibility for defense of the “trade secret” designation.
- C. This Agreement and its exhibits constitute the entire agreement between the parties relative to the services herein and no modifications shall be effective unless and until such modification is in writing and signed by both parties.
- D. Contractor shall maintain and make available to District accurate records of all its costs and receipts with respect to any work under this Agreement for six months after the final payment under this Agreement.

IV. QUALIFYING REQUIREMENTS

- A. The bank must be a Federal or State of California chartered banking institution with full-service branch banking facilities located within Rocklin, Loomis, or Roseville or with courier ability. Additionally, the bank must have a government services division that provides services to local governments.**

Five Star Bank is a federally chartered bank with its headquarters in Roseville. We do have courier services to assist our clients as needed. Our Government Banking department, led by Jerry Legg – SVP/Government Banking Manager, is also based in Roseville.

- B. Any bank submitting a proposal must be a qualified public “depository,” as defined by California Government Code Section 53630, and must perform its obligation under this proposal in compliance with all applicable federal and state laws and regulations, statutes, and policies. In addition, the bank must be an FDIC Insured Bank and be in good standing. This would include but is not limited to, the ability to collateralize all collected balances, in excess of balances insured by the FDIC, as required by Sections 53630 et. seq. of the California Government Code.**

Five Star Bank is a qualified public depository as defined by Government Code Section 53630 and will perform as per all obligations, regulations statues and policies. We are a bank in good standing with the FDIC. We can collateralize all public funds on deposit in the bank.

- C. The District prefers a bank that is a member of the Federal Reserve System. Banks that are not members of the system shall identify their correspondent member bank.**

Five Star Bank is a member of the Federal Home Loan Bank of San Francisco. Five Star Bank’s other main correspondent bank is Union Bank/MUFG.

- D. The bank selected to perform banking services shall maintain a capital structure equal to or greater than the average of all money the District has with the bank during the term of the agreement pursuant to California Government Code Section 53638.**

As of September 30, 2021, Five Star Bank had a shareholder equity of more than \$226 million. This was well in excess of the \$68.8 million **in total cash and investments of the District** as of June 30, 2021, not just what is kept on deposit by the District in banks. Maintaining a capital structure greater than the District’s deposits won’t be a problem.

- E. The Bank must have a relationship with the State Treasurer as an approved depository for Local District Investment Fund (LAIF) transactions or provide a process for transferring funds to/from LAIF that is equivalent to that of an approved depository.**

Five Star Bank has an excellent relationship with the State Treasurer’s Office as evidenced by the \$75 million they have on deposit at our bank, but we are also an approved depository for LAIF transactions and assist our clients in depositing and withdrawing funds from LAIF as needed.

- F. **The bank shall be a full-service bank whose performance has been reliable and whose references are outstanding.**

Five Star Bank is a full-service bank with reliable service and outstanding references.

V. SCOPE OF SERVICES REQUIRED

The South Placer Municipal Utility District desires to partner with a financial institution that provides overall value by creating efficiencies, taking advantage of new technologies, and provides competitive pricing. It is District's intent to maintain all banking services with one financial institution to maximize cash flow and minimize administrative costs. As such, banking service proposals must include services for the entire scope of the relationship outlined.

The activities and tasks below are not intended to be an exhaustive list. The District is seeking a financial institution that will support all aspects of the District's banking environment.

The South Placer Municipal Utility District requires a general account. The General Account is used for all cashiering, accounts payable payments, investment and money transfer activities, and District payroll.

The District is seeking to enter into a contract with a bank that has demonstrated its ability to provide the following services:

1. **Bank Compensation** – Five Star Bank uses an Earnings Credit Rate of 0.50% for clients on Account Analysis. This rate is not tied to any index. We will review the ECR for SPMUD annually for potential increase during our contract together.
2. **Demand Deposit Accounts** – Five Star Bank can provide Public Analyzed checking, Public Non-Analyzed Checking, Public Interest-Bearing Checking and Public Money Market Accounts for the District. We also offer Public Certificates of Deposit. All deposits will be collateralized as per Government Code.
3. **ACH, Wire, and Other Transfers** – As part of our services, Five Star Bank will board the SPMUD onto our online banking platform which includes ACH, Wire Transfers as well as transfers between accounts at Five Star Bank.
4. **State Activity (LAIF)** – While Five Star Bank matches the most recently published monthly rate at LAIF, we can facilitate transfers into and out of LAIF, if needed.
5. **Deposit Activity** – SPMUD will be able to track and reconcile any deposit activity via our online banking platform, whether those deposits were made in person, via remote deposit capture, ACH, wire transfer or mobile deposit. All activity will also be included on your monthly statements.
6. **Lock Box** – Five Star Bank offers both a traditional wholetail lockbox as well as an electronic lockbox for your incoming electronic checks and bill pay items.

7. **Payment Imports or Integration with Tyler Incode X** – Five Star Bank can work with Tyler Incode to ensure that the data format needed for integration is used for SPMUD’s data reports.
8. **Direct Deposit of Payroll** – the most common use of ACH is for direct deposit of payroll. Five Star Bank will work with SPMUD staff to create templates for your payroll as well as assist in determining the best time for submittal of the batch files. Both Next Day and Same-Day ACH are available for SPMUD and have specific deadlines detailed later in this proposal.
9. **Payroll Tax Processing** – SPMUD will have the ability to make tax payments through our online banking platform. Bank staff will cover this during implementation and training.
10. **Balance & Detail Reporting** – Samples of some of our standard reports were included with this proposal in the folders. That said, Five Star Bank can build whatever reports SPMUD staff may need beyond the standard reports if there is a need. There is no cost for this service.
11. **Online Account Inquiry and Information Services** – SPMUD will have the ability to authorize users for our online banking service and grant permissions as to who has the ability to do what function. This could be simple account inquiries to more complex activities such as creating an ACH batch or wire transfer to sending or approving an ACH batch or wire transfer.
12. **Online Stop Payments** – SPMUD will have the ability to create online Stop Payments through our online banking system. These Stop Payments will be good for 6 months and can be renewed, if needed.
13. **Account Reconciliation/Positive Pay** – Five Star Bank offers both Account Reconciliation and various forms of Positive Pay. Samples of reports for each were included in the Sample Reports folder as part of this proposal. Positive Pay can be used on checks as well as ACH.
14. **Online Lookup of Individual Transactions** – As described in #11 above, SPMUD staff will be able to research and look-up individual transactions as per the permissions your management grants them. For example, you may have an employee who is only authorized to work with your General Account, while another has access to both the General Account as well as the Money Market Account.
15. **Fraud Alerts** – SPMUD will be able to create alerts on it’s accounts based on whatever criteria you’d like such as the balance hits a specific level, or there is an incoming wire transfer, etc. Five Star Bank staff can assist in creating the alerts for you. Keep in mind that we also are monitoring your accounts and will alert you if there is an unusual request for information or a transaction that doesn’t match your history. We also perform callbacks on every outgoing wire transfer and on ACH batches that are out of character for your organization.

All proposals shall address each of the above deliverables with specific details on experience in each area.

VI. INFORMATION REQUESTED

- D. **Company Information / Qualifications and Experience: Please provide a general overview of the bank including the customer service philosophy and identification of the primary office or branch that the District will be assigned to and where the District will conduct its banking business. The proposer may include additional literature and product brochures. Additionally, each proposal shall include the following information:**

Five Star Bank was founded in 1999 by a group of local entrepreneurs who wanted to create the kind of personalized banking services they desired themselves – services inspired by partnership and defined by shared vision and goals. Over the years, our area of expertise has expanded to include government banking, agriculture, small business lending, commercial real estate, construction, manufactured housing and self-storage, emerging business, faith-based community, non-profit, SBA lending and technology and manufacturing.

As we celebrate 23 years in business, Five Star Bank continues to be guided by purpose-driven banking, community stewardship, regional and industry expertise, a speed to serve and a commitment to economic development. Five Star Bank is among the top 5% of performing banks in the nation for banks of our size (\$2.5 billion in assets) and consistently achieves high performance ratings from bank rating agencies and industry associations.

Five Star Bank delivers expedient decision-making by professionals with regional expertise. Our Board of Directors and Executive Team are active participants with numerous local economic development organizations, non-profits, educational institutions, professional associations, and more. The commitment to community runs from the top down at Five Star Bank. Our Board of Directors is heavily involved in a variety of philanthropic endeavors throughout our region.

In 2021, Five Star Bank became a public company and is traded on Nasdaq under the ticker FSBC.

Government Banking Philosophy

Five Star Bank is fortunate to have Jerry Legg lead the Government Banking unit. Jerry worked for the California Department of Finance for 3 years as well as managing at the State Treasurer's Office for 8 years. He has worked on everything from budgets, to legislation, to general obligation bonds, commercial paper, LAIF, and cash flows as well as managing the daily cash desk and the state vault. He is the only former manager at the STO to go on to manage a Government Banking Department at a bank for more than 14 years. As a result of his background, he uniquely understands the challenges faced by public entities – they are short-staffed, responsible for critical programs, and have small budgets to get it done. That is why Jerry's focus has been to provide state of the art products and services to public entities at little to no charge while paying a higher rate of return on deposits. This enables the public entities to do more in a more efficient manner at a lower cost while stretching those limited dollars further. He believes being responsive and rectifying any issues as soon as possible is a sign of integrity and strives to support our clients as partners through sponsorships. He is an advocate for public entities throughout California.

Local Five Star Bank Branches

The Bank maintains four full-service branches in the Sacramento area:

- **2240 Douglas Blvd, Roseville – 3.9 miles — This will be SPMUD’s Primary Branch**
- 3100 Zinfandel Dr., Rancho Cordova – 15.1 miles
- 2400 Del Paso Rd, Natomas – 21.5 miles
- 9250 Laguna Springs Dr., Elk Grove – 31.8 miles

1. Describe the bank’s direct experience in servicing public sector clients and what sets the bank’s government banking unit apart from others.

Five Star Bank currently has 37 different public entity clients throughout California with deposits more than \$508 million. Our clients use every product and service we offer including checking accounts, money market accounts, certificates of deposit, online banking, ACH, wire transfers, positive pay, bill pay, remote deposit capture, mobile deposit, lockbox, credit cards, merchant services and armored car services. Jerry Legg, SVP/Government Banking Manager, has over 25 years of government banking and public finance experience including nearly 12 years managing at the State Treasurer’s Office (STO) and at the California Department of Finance. No other former manager at the STO has ever managed a bank’s government banking department. Moreover, Mr. Legg is a Certified Treasury Professional by the Association of Financial Professionals. No other government banking manager has achieved that designation locally.

2. Please include the number of public agency clients, the dollar amount of public funds on deposit, and the bank’s knowledge of and adherence to the California Government Code and other applicable laws. State the number of governmental clients in the State of California who have terminated general banking services from your banking institution in the last 3 years.

As of January 25th, Five Star Bank had 37 different public entities as clients ranging from the State of California, to several counties (such as Placer, Sacramento, El Dorado and others), several cities (Rocklin, Roseville, Sacramento, Elk Grove, Rancho Cordova and others), to numerous special districts around the state (such as SMUD, Rocklin Unified School District, Elk Grove Unified School District, El Dorado Hills CSD and others). The combined balances on deposit for our public clients was more than \$508 million as of January 25th.

Given our Government Banking Manager’s previous experience managing at both the California Department of Finance as well as the State Treasurer’s Office, we have a vast knowledge of and adherence to California Government Code as well as other applicable laws.

Five Star Bank has not had any governmental clients terminate general banking services in the past 3 years.

3. **Provide the most recently audited financial statements or annual reports of the bank. Also, include your most current Standard & Poors, Moody's, and Bauer Financial ratings.**

Please see the attached Annual Report for 2020 as the 2021 Annual Report is not yet completed. Similarly, the most current Bauer Financial ratings available (September 30, 2021) are attached. The December 31st report won't be available until the end of February. Five Star Bank does not pay to be rated by Standard & Poor's or Moody's. In lieu of that, we have also attached the latest IDC Financial Ratings for the Bank as of September 30, 2021.

4. **Provide the Tier 1 Ratio, Tangible Common Equity Ratio, and Non-performing Assets/ (Total loans + OREO [Other Real Estate Obligations]) based on the most recent quarterly financial statement and on the most recent two (2) audited annual financial statements.**

As of September 30, 2021, Five Star Bank's Tier 1 Ratio, Tangible Common Equity Ratio, and Non-performing Assets/ (Total loans + OREO [Other Real Estate Obligations]) are 14.09%, 14.09% and 0.03%.

5. **Please provide the risk-based capital classification (Well Capitalized, Adequately Capitalized, Under Capitalized, and Significantly Undercapitalized).**

Five Star Bank is Well Capitalized.

6. **Please disclose all significant mergers or acquisitions in the last three (3) years.**

Five Star Bank has not had any mergers or acquisitions in its 22-year history.

7. **Please disclose any regulatory actions pending by either a state or federal banking agency. Provide disclosure of any litigation or administrative proceedings that your bank is currently involved with, including any investigations being conducted by State or Federal bank regulators, the Attorney General's Office, Fair Political Practices Commission, or Consumer Protection Offices.**

There are no regulatory actions or investigations involving Five Star Bank.

8. **Identify the size and scope of your public banking unit and the bank officers who would be responsible for the District's account, what each person's role and responsibilities will be, and the relevant credentials and experience of each person on the relationship management team. Describe in detail how the bank handles problem resolution, customer service, day-to-day contact, and ongoing maintenance for governmental clients.**

The SPMUD will be working directly with the managers of our Government Banking, Branch Administration, Treasury Solutions, and Credit Card Departments. The relationship team below has over 120 years of combined banking experience. The first point of contact for SPMUD would be Kim Armstrong, your day-to-day contact, however you are free to contact Jerry Legg at any time and he can have your needs addressed. If there is a problem that Kim can't resolve, again, please contact Jerry Legg directly and he will get the problem resolved.



Jerry Legg, CTP – Program Manager for SPMUD
SVP/ Government Banking Manager
2240 Douglas Blvd., Suite 100, Roseville, CA
(916) 640-1512 direct
jlegg@fivestarbanc.com

Jerry joined Five Star Bank in 2016 as SVP/Government Banking Manager. He has over 27 years' experience in public finance including three years at the State Department of Finance, eight years managing at the State Treasurer's Office and 15 years managing government banking departments at banks. He has worked with over 275 entities statewide from the State Treasurer's Office to numerous counties, cities, school districts, water districts and special districts, managing deposits of more than \$2 billion. Jerry graduated from Rutgers University with a bachelor's degree in Agribusiness Management. Jerry is a Certified Treasury Professional (CTP), is a member of the California Society of Municipal Finance Officers (CSMFO), the California Association of County Treasurer's and Tax Collectors (CACTTC), and the California Special District Association (CSDA) where he serves on the Fiscal Committee. He will serve as the Relationship Manager for the SPMUD.



Kimberly Armstrong – Day to Day Operational Contact
AVP/Relationship Manager
2240 Douglas Blvd., Suite 100, Roseville, CA
(916) 306-1940 direct
karmstrong@fivestarbanc.com

Kim joined Five Star Bank in 2019 as a Relationship Manager for the Roseville office. She has more than 18 years of banking experience in training and operations. Kim started her banking career as a teller, and has worked her way through Branch Operations, as well as previously served as a Development Officer for branches spanning from Bakersfield to Red Bluff. Kim will serve as the day-to-day operational contact person for any issues, questions, or assistance needed regarding your accounts, daily transactions, deposits, or checks as well as ongoing maintenance.



Jody Marcurella – Day to Day Operational Back-Up
VP/Branch Administration Manager
3100 Zinfandel Dr., Suite #100, Rancho Cordova, CA
(916) 306-1941 direct
jmarcurella@fivestarbanc.com

Jody joined Five Star Bank in August 2018. She has over 34 years of banking experience and the team at FSB is the best part of her transition from a large retail bank. During this past year, she has learned a great deal about business banking and has been able to help make positive changes in our daily operations. She was promoted to VP/Branch Administration Manager in August 2019. Jody started her career as a teller and has worked her way through Central and Branch

Operations. Jody will serve as the day-to-day back-up person for any issues, questions or assistance needed regarding your accounts, daily transactions, deposits, checks or change orders.



Lisa B. Stewart
VP/Treasury Solutions Manager
358 Hartnell Ave, Suite B, Redding, CA 96002
530-722-1567
lstewart@fivestarb.com

Lisa joined Five Star Bank in March of 2020. She has 20 years of banking experience and currently leads the Treasury Solutions Team. Lisa is a graduate of Chico State and earned her Bachelor of Arts in Liberal Studies with a minor in Business Administration. She serves on the Governing Board for Redding School of the Arts and volunteers for Girls Inc. of the Northern Sacramento Valley and Northern Valley Catholic Social Services.



Julio Valenzuela
AVP/Credit Card Product Manager
3100 Zinfandel Dr., Suite #650, Rancho Cordova, CA
(916) 306-1436 direct
jvalenzuela@fivestarb.com

Julio Valenzuela Joined Five Star Bank in 2020. Julio has over 24 years of lending and banking industry experience including roles as a Senior Relationship Banker, Licensed Banker and Business Banking Specialist. Julio has been involved with many community groups such as the Sacramento Hispanic Chamber of Commerce (including its Education and Ambassador Committees) and has served as Chair of its Foundation at the Sacramento Business Service Center. He has also been a bilingual financial literacy presenter with Opening Doors and the Bank on Sacramento Initiative. Julio graduated from San Jose State University with a degree in Political Science. He is also a graduate of the Auburn Chamber of Commerce’s Leadership Auburn program.

9. **Please describe the bank’s online ACH transfer service capabilities and what specifically is recommended for the District’s use and consideration.**
- a. **Are same-day payments possible? Please include deadlines for same and next day payments.**

Yes. Same day cut off is 10:00am and next day is 5:00pm
 - b. **What is the process for initiating transfers? Please include deadlines.**

A user would login into Online Banking, create an ACH payment, or use a template, then another user would login to approve the transaction. Deadlines listed in response to 9.a

c. How are authorization levels established for fund transfers?

Each user can be assigned his or her own customized authorization levels for ACH fund transfers. You can establish transactions limits, draft authorization and approval dual-controls.

d. Can the District create and store recurring/ repetitive templates?

Yes

10. **Identify whether the bank is an approved State of California depository? If not, please describe the process for completing these types of transactions. Please describe the LAIF transfer process. Are the transfers done by telephone, terminal (ACH), fax, wire transfer, etc.?**

No, Five Star Bank is not one of the eight state depository banks for the State Treasurer's Office. Given that SPMUD already has an established LAIF account, the process to deposit and withdraw funds is the same. You would contact LAIF staff as you already do to inform them of an incoming deposit into LAIF and LAIF staff will provide SPMUD wiring instructions to make the deposit. Similarly, if SPMUD were to withdraw funds from LAIF, you would call LAIF, inform them of the withdrawal and they would get your account number and routing number at Five Star Bank to wire the funds into. LAIF only accepts wire transfers in and out of their accounts. NOTE - The SPMUD would need to update their banking information with LAIF beforehand if Five Star Bank or some other new bank is awarded the contract instead of the incumbent bank. This will ensure that the funds are sent to LAIF and received from LAIF correctly.

11. **The District currently utilizes remote deposit equipment provided by its current bank for daily deposits into its general account. On occasion, the District will make physical cash deposits into its custodial account at the local branch. Share any have remote deposit capability that will be available to the District.**

Five Star Bank will provide a Panini Vision X multi-feed check scanner to the District, complimentary. If the District makes a deposit by 5:00pm, the funds will be available the next business day.

12. **Share how your bank determines and calculates the availability of deposited items? Do you calculate availability by item or formula?**

Funds from non-Five Star Bank checks deposited are available the next day. Any cash/ACH credits /Wires/on us checks are immediate credit. Cash picked up by an armored car is available the next business day.

13. **Please describe the bank's returned item handling and notification procedures. Is an automatic re-clearing option available? If so, how many times?**

How we handle a returned item is however you prefer. We can do any of these listed: Email SPMUD and you can tell us how to handle, redeposit or charge back. We can set SPMUD up for auto redeposit or auto charge back and send an email notification afterwards. It's up to how SPMUD wants to handle the returned items.

14. **Does the bank offer full account reconciliation and positive pay with data transmission capabilities? If so, please describe the services.**

Yes, we do through SFTP file transfer. Notifications for positive pay exception items are sent out at 12:00am, an email reminder goes out at 11:00am, then the SPMUD has until noon to make a decision as to pay or return the exception items.

15. **Describe the bank's stop payment service and features. Can stop payments be entered online? How long is a stop payment effective?**

Stop payments can be placed online and are effective for 6 months.

16. **Will the bank guarantee payment of all items even if it results in the account being overdrawn temporarily for the day?**

When the account is overdrawn the bank will contact the signer on the account to determine when a deposit will be made. If the deposit can be made the same day then the item will be paid. Depending on the dollar amount of the daylight overdraft executive approval may be needed to carry a temporary overdraft.

17. **Does the bank offer an imaging service for cleared disbursement checks? If so, please describe the service and the length of time the cleared checks are available for viewing. If imaging service is not available, are other services available for processing the images of disbursement checks? Please describe the process associated with the service.**

We can send a file daily to the client showing them images of all checks cleared the previous day. Images will also be available online as long as your accounts are opened with Five Star Bank.

18. **The District currently uses a lockbox service. District staff downloads the lock box transactions and customer bill pay transactions through a secure file transfer on business days. The downloads identify the payment amount and utility account number and are re-formatted and then imported into our Utility Billing software, Tyler Incode. Please describe how the bank could accommodate or improve upon this process.**

Five Star Bank partners with CheckAlt, a national lockbox organization. CheckAlt provides an online portal where the district could download the reports, but they also offer direct transmission to your accounting software when compatible.

19. **The District currently utilizes direct deposit of payroll for all employees and retirees. The payroll files are transmitted electronically for paydays that occur bi-weekly. Please describe the bank's direct deposit service in detail. What are the different ACH file transmission options available for direct deposit? NACHA and SFTP. What are the transmission deadlines for direct deposit ACH files? 5:00pm for next day availability. When (day and time) does the bank need the file, and when specifically, are funds debited from the account? Clients can manually enter in ACH recipients or they can upload a NACHA file into our online banking system. We offer same day ACH and the transmission files are 11:30 and 1:30. Next day ACH availability cut off time is 5:00pm. Funds are debited on the effective date of the ach file. When are the funds credited to the employee's accounts? It depends on the employee's bank as to when they credit the funds to the employee's account. We send the funds overnight. Does the bank have the capability to automatically interface with Tyler Incode? Yes, if Tyler Incode can use SFTP.**

20. **Please detail the bank's backup plans for data transmissions. The District requires immediate notification of any changes or problems and the ability to re-send a file or to delete a file. Will the District have the ability to verify the receipt of our transmission?**

Five Star Bank's online banking is provided by a nationwide software company that hosts the system in redundant and geographically separated data centers, subject to redundant power and connectivity availability. This helps ensure the Bank's system does not go down in the event of a natural disaster or interruption in connectivity to one of the data centers. Additionally, the service provider follows strict guidelines for testing and releasing updates to avoid unexpected interruptions to the system. Should a change be needed for file transmission, the Bank will notify the District. Yes, online banking shows the transaction and the status for verification.

21. **Please describe the bank's payroll tax withholding services. Is there an ability to report and pay state and federal tax withholdings electronically?**

Yes, this is offered through online banking.

22. **The District desires the ability to access daily balance, float, and detail reporting information (prior day's details on debits and credits) electronically through its online banking service. Please describe the bank's online information reporting system. You can view all mentioned access, plus filter for specific transactions. Can reports be custom-tailored for the end-user? Yes. Will the District have access to obtain current day (intraday) information? Yes.**

23. **What are the computer hardware and software specifications for the bank's online system?**

Remote deposit capture requires Windows 10 or higher. Google Chrome or Microsoft Edge are the best browsers for our online banking. Internet Explorer is not supported as there won't be any new security patches coming out.

Q2 can be used on any web browser to connect via desktop computer. It is recommended that pop up windows be enabled in the browser, if not enabled certain features may appear in a separate window or may not appear at all. Q2's platform adjusts to the needs of each device, including screen size and hardware differences. Example: on tablets and smartphones the navigation menu is hidden by default, when needed you can tap or swipe to display it. In addition, some navigation tools are simplified for use on tablets and smartphones.

24. What is the bank's contingency plan for providing online information in the event of unexpected bank system problems or natural disasters?

Five Star Bank's online banking is provided by a nationwide software company that hosts the system in redundant and geographically separated data centers, each featuring redundant power and connectivity availability. This helps ensure the Bank's system does not go down in the event of a natural disaster or interruption in connectivity to one of the data centers. Additionally, the service provider follows strict guidelines for testing and releasing updates to avoid unexpected interruptions to the system.

25. Does the bank provide a toll-free number for Customer Service? Will the bank assign one or more Customer Representatives whom the District can contact personally to discuss any issues relating to accounts and/or services?

The bank does have an 800 number that rings to a live person. No phone trees. The client will be given a dedicated team to help assist them pretty much 24/7. The client will be given cell phone numbers/direct lines and email addresses for their team of representatives.

26. The bank will be required to provide certain transaction confirmations and respond to requests for data as needed from auditors. Will the bank be able to comply with such requests?

Five Star Bank can and does respond to all transaction confirmation requests and audit confirmations for our public clients. There is no cost for this. Transaction confirmations are available online or will be emailed to SPMUD as soon as the transaction occurs (i.e – wire transfers). Audit requests are processed same day and sent to the District's auditor as per the instructions sent.

27. Please list your hours of operation and all holidays on which the bank is not open for business.

Five Star Bank is open Monday through Friday from 9am – 4pm. Five Star Bank will observe the following holidays in 2022:

Holiday	Observed Holiday
New Year's Day*	Saturday, January 1, 2022
Martin Luther King Jr. Day	Monday, January 17, 2022
Presidents Day	Monday, February 21, 2022
Memorial Day	Monday, May 30, 2022
Juneteenth National Independence Day**	Monday, June 20, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Columbus Day	Monday, October 10, 2022
Veterans Day	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022
Christmas Day**	Monday, December 26, 2022

*When the holiday falls on Saturday, we will be open the preceding Friday.

**When a holiday falls on a Sunday, it is usually observed on the following Monday.

28. Please describe your security controls including employee access to online services and phone services? Provide the bank's Community Reinvestment Act (CRA) rating.

Security is a high priority for Five Star Bank. We use multiple layers of authentication to protect your account information. Our platform uses usernames and passwords to log on. On the first log-in, the Bank will call or text to verify the user. A secure code will then need to be entered into the system to continue. Once a user is set up and online, they will have the ability to update their passwords themselves. The user will have set-up three challenge questions which will be asked during the password reset process. Users can also designate the computer they are using as a trusted computer or not (recommended for a public computer). We don't offer "bank by phone" services. All outgoing wire transfers and some ACH batches will have a verification callback to validate the transaction prior to processing. The SPMUD can utilize ACH Blocks and Filters to control who can initiate ACH debits from its accounts. Another security feature at the District's disposal is the ability to set up layers of permissions and approvals for users. Five Star Bank eBanking staff will assist in setting up your users and their respective permissions/entitlements.

Five Star Bank received a Satisfactory CRA rating during its last exam in May 2021.

29. Share your involvement in the local and/or regional community and demonstrate how the bank is a partner in improving the livability of the community for its residents and visitors.

Please see attached 2020 Community Impact Report. The compilation of donations and activity from 2021 have not been completed yet.

Sacramento State Business Honors Cohort: Monetary Commitment: \$80,000

The Sacramento State University Business Honors Program immerses students in an exceptional learning experience through cohort groups and prepares them to become highly qualified managers through a cross-functional and integrated program. When the program was about to be closed due

to budget cuts, Five Star Bank stepped-in as the first corporate sponsor of a cohort. The **Five Star Bank Business Honors Cohorts** is currently running (from 2017 to 2024). Five Star Bank’s SVP, Chief Marketing Officer, Shelley Wetton (who holds two Sacramento State degrees) has also taught Business Marketing classes for this cohort.

“Five Star Bank is an extraordinary supporter of the Business Honors Cohort,” said Dr. Pingsheng Tong, Faculty Director, Business Honors Program. “The close partnership we enjoy connects our students with businesses and brings new perspective and innovative best practices to our classrooms.”



Graduation Photo from Five Star Bank’s 1st Business Honors Cohort.

University of the Pacific

Five Star Bank underwrites UOP’s Leadership Development Program and the Five Star Bank Leadership Fund which provides financial aid support to students. Our employees lead leadership development webinars and have regularly taught as visiting lecturers.

“Students who engage with Five Star Bank are inspired and motivated. Beyond elevating leadership skills, this partnership is boosting students’ confidence in approaching their careers in an unusually difficult economic environment. We are excited to collaborate in the development of future business leaders with Five Star Bank’s exceptional team.”

Margaret Roberts, Director, Eberhardt Career Management Center

UC Davis

The Five Star Bank Athletes in Business Group serves student athletes interested in careers in banking or finance and provides opportunities for employees to interact with students and provides insight into transitioning from college to the workforce. The Five Star Bank Leadership Development Program focuses on developing students' leadership skills before they join the workforce.

"Five Star Bank was one of the first corporate partners to recognize the impact that the Aggie EVO System has. Their generosity, wisdom and partnership are enormous contributors to our ability to help student athletes better know and navigate the world of work."

Dr. Michael Lorenzen, Executive Director, EVO

Small Business Administration Loans

Five Star Bank has a significant Small Business Administration (SBA) department housed in Rancho Cordova which provides new businesses and small businesses with the funding they need to grow and succeed. Through the federal fiscal year ending 9/30/21, Five Star Bank ranked as the 26th largest lender in the nation in terms of the number of loans funded (269) and 89th largest lender in the nation in terms of dollars lent (\$94,264,500). Our team of SBA staff continues to grow currently employing 20 members, all of which are housed in our Rancho Cordova offices. The SBA department works both the 7(a) and 504 loans. We partner with four nationwide referral sources as well as business leads generated internally through our Business Development Officers.

City of Sacramento Economic Assistance Loans & Creative Economy Grants

In 2020, we seized new opportunities to help our community such as the City of Sacramento's loan and grant processing project associated with the CARES Act which pushed dollars to microbusinesses, artists and non-profits who needed it most. City staff didn't have the experience or wherewithal to process microloans and distribute funds to city businesses suffering due to the pandemic. Our team processed over 1,500 loans and grants and made disbursements totaling almost \$11 million. We are always committed to our community.

Each year, Five Star Bank helps to sponsor different activities or events organized by our clients. Some examples include the sponsorship we did with the Housing Authority for the County of Santa Barbara where we funded the goods and furniture for a 1-bedroom apartment for the Residences at Depot Street in 2020. We sponsored the Summer Concerts for the El Dorado Hills Community Services District in 2019 & 2021 and we sponsored the ice-skating rink for the Paradise Recreation and Park District annually since the devastating fire.

CSDA – GM Summit Scholarships

Five Star Bank has provided the California Special District Association \$10,000 annually since 2018 to fund the Special District Emerging Leaders Scholarship, which aims to educate the next generation of qualified local government leaders. Hundreds of special district General Managers will be retiring in the next five years. This fund was created to expand professional development opportunities for emerging special district leaders. The General Manager Summit is a professional development local government conference where attendees learn governance, best practices, state laws, human resources, operations, pensions, budgeting, and risk management policies and procedures. The scholarship recipients receive training and knowledge that they otherwise may never have gotten.



Some of the scholarship recipients at the 2021 CSDA GM Summit held June 27 – 29 at Squaw Creek.

Paycheck Protection Program (PPP) Loans

The Small Business Administration's CARES Act Paycheck Protection Program (PPP) was Five Star Bank's defining project of 2020. Our employees worked tirelessly to help our community endure the COVID-19 crisis. PPP loans helped businesses in low to moderate income areas as well as local nonprofits. To understand how impactful Five Star Bank was in the Sacramento Metropolitan Statistical Area (MSA) with our PPP work, only national mega-banks Bank of America and Wells Fargo had more loans above \$150,000. We were 3rd ranked bank in the entire MSA, beating all other banks in terms of the number of loans completed above \$150,000, with only 4 local branches!

First Round Totals: 1,110 loans, \$253.1 million funded.

Second Round Totals: 478 loans, \$112.6 million funded.

Wildfire Relief – 2021

Below is the back cover of the October edition of Comstock's Magazine. Five Star bank donated \$10,000 to the Del Oro Division of the Salvation Army to go towards relief efforts for the Caldor Fire and \$10,000 towards the Dixie Fire relief efforts. We had billboards up and even ran tv commercials on cable news stations to raise awareness and to fundraise for contributions from the community. Our check presentation to the Salvation Army was covered live on Fox 40's morning news show.



THANK YOU

FIREFIGHTERS AND FIRST RESPONDERS

Five Star Bank supports the men and women fighting wildfires in our communities. Join us and the Del Oro Division of The Salvation Army to make a donation today – 100% of donations go toward disaster readiness, direct support for evacuees and first responders, plus long-term recovery. Together, we can make a difference.



Visit www.fivestarb.com

Member FDIC 



ENERGY EFFICIENCY LOAN PROGRAM

Five Star Bank was selected to work with SMUD on their Energy Efficiency Loan Program in 2021. This project allows for the community to "go green" and bring energy efficient devices into their homes. Five Star Bank will acquire and service the approximately 2,400 Energy Efficiency Loans that SMUD has issued totaling \$20 million. In addition, Five Star Bank will fund all new loans going forward to help the Sacramento region to save money, improve energy efficiency, and reduce our carbon footprint.

"We were astounded at how quickly we received the PPP funds – we were not used to that kind of speed with something so important to us. Five Star Bank makes you feel you are their most important customer. Moving to Five Star Bank was an easy decision!"

~ Thomas Chan and Dan Chan, Owners, General Produce

FIVE STAR BANK

1,100+ PPP Loans and \$250+ Million Funded

Photo by Ryan Greenleaf

Member FDIC

Five Star Bank customer PPP Testimonials:



"Saint John's Program for Real Change is grateful for Five Star Bank's responsiveness, service and partnership through the PPP process."
-Julie Hiroto, CEO, Saint John's Program for Real Change



"The Five Star Bank team went above and beyond for their customers during an incredibly stressful time. They managed us through the PPP process with professionalism and outstanding customer service."
-Margaret Strong, President, Afineol



"We were thrilled to let our employees know that their jobs were secure during this pandemic."
-Jay Selby, President, Selby Soil Erosion Control



"It is during these current tough times that I've learned who really has our back...Five Star has ours!"
-Katie Brown, Co-Owner, Rytina Fine Cleaners



"We sincerely appreciate Five Star Bank's professionalism and genuine interest in assisting our small business with the PPP loan process!"

-Brenda McClure, Practice Administrator, Women's Health Care Associates of Redding



"Five Star Bank made what could have been a stressful event much easier to navigate."

-Brian and Susan Bennett, Owners, Bennett's Kitchen Bar Market



"The Crocker Art Museum is indebted to the folks at Five Star Bank for their amazing service in helping us receive a CARES SBA loan."

-Lial Jones, Mort & Marcy Friedman Director and CEO, Crocker Art Museum



"Five Star Bank helped us when others didn't."

-Bob Lent, Owner, Elk Grove Milling - Stable Mix

"Providence has been a beneficiary of Five Star Bank services for the past 10 years which has helped us provide our region with essential healthy food security services for recovering and homeless people, food shelters and food banks. Five Star has supported our economic and workforce development program with grants, account services, COVID loan services and sponsorship of the world class Riverland Farm agritourism site being developed on I-5 and the Sacramento River near Redding. Providence International is grateful for Five Star Bank's sponsorship in building a better world, growing healthy people, plants, partnerships and planet through job creation for at-risk people eager to become productive citizens." **Robert "Bud" Hancock, Founder & Director, Providence International**

"Five Star Bank has not only been a catalyst for our growth over the last 11 years but has also been instrumental in keeping us whole during the most challenging times." **Jun Reina, General Manager, Capital Public Radio**

"Five Star Bank continues to be a terrific partner of the Sacramento Philharmonic & Opera and we are most grateful for the integral role they played in our receipt and the distribution of Creative Economy funding. The entire team made executing the contracts easy and painless and has been an absolute pleasure to work with throughout the process. This season, we are focused on continuing to impact and serve our community through music, shifting to digitally streamed performances through our Fall Chamber Music Masterworks series. CARES Act funding has helped us on heroic levels during this time and we thank Five Star very much for their efforts in making this activity possible." **Giuliano Kornberg, Chief Revenue & Development Officer, Sacramento Philharmonic & Opera**

"Five Star Bank redefined PPP for Cooper Oates Air Conditioning. The process they guided us through exemplified values that we hold very dear: Professionalism, Promptness and Pride. Every person we worked with was highly professional, very prompt in their responses and exuded pride in their workmanship and the company they represent. In circumstances that were, and continue to be, trying, we couldn't ask for a better team with which to partner." **Ruzwa Cooper, President, Cooper Oates Air Conditioning**

"I am so thankful and proud to be a member of Five Star Bank, and so blessed that they have been there for me, my firm and family during these unprecedented times. From day one, their highly professional, enthusiastic team were there to help me apply for and get approval for the PPP loan that will help me and my small business - a lifeline that is so important to our firm and countless others who are in need right now. Five Star has the superior banking services, team members and programs to serve our number one job creators, small businesses, and so many others throughout our communities. Five Star Bank - thank you for being there and making a difference for me and others in the Capital Region and across the Golden State." **John Kabateck, President, Kabateck Strategies**

"Five Star Bank came highly recommended by one of our board members. We called their CEO, James Beckwith, directly and began a conversation that ultimately led to us switching over. The biggest difference with working with Five Star Bank has been dealing directly with the decision makers. When the Paycheck Protection program became available, we asked Five Star Bank if they could help us. They said 'yes' and they did. We were just astounded because we were not used to that kind of speed with something that was so critically important to us." **Thomas Chan, Owner, General Produce**

"They make you feel like you're the most important customer in the world to them."
Dan Chan, Owner, General Produce

2020 Nonprofit Donation Recipients

- Advocates for Families and Children
- 3Strands Global Foundation
- 4Honor
- Alliance For Compassion And Educational Development
- Alternatives Pregnancy Center
- American Leadership Forum Mt Valley
- American River Parkway Foundation
- American Trails
- Anrak Charitable Foundation
- Association of Commercial Real Estate (ACRE)
- Battlefields 2 Ballfields
- Boys & Girls Clubs of Greater Sacramento
- Boys & Girls Clubs of the North Valley
- Breathe California Sacramento Region
- Cal Partnership to End Domestic Violence
- California Mobility Center
- California Waterfowl Association
- Californians for Patient Care
- Camellia Waldorf School
- Campus Life Connection
- Capital Public Radio
- Catalyst Domestic Violence Services
- City Year Sacramento
- Coalition for Compassionate Care of CA
- Coalition for Health Care
- Commercial Real Estate Women (CREW)
- Community Foundation of the North State
- Compassion Planet
- Cristo Rey High School Sacramento
- Crocker Art Museum
- Elk Grove FFA Booster Club
- Elk Grove Food Bank Services
- Fairytale Town
- Fellowship of Christian Athletes
- First Tee Greater Sacramento
- FourthWave
- Franklin 4H Club
- Girls Inc. of Northern Sacramento Valley
- Golden Empire Council
- Habitat for Humanity Sacramento Chapter
- Healthy Community Forum Greater Sacramento Region
- Jenna and Patrick Foundation of Hope
- Jordan's Guardian Angels
- Junior Achievement Sacramento Chapter
- Kiwanis Club of Shasta Dam
- Lighthouse Counseling & Family Resource Center
- Living In Familiar Environment
- Make-A-Wish NE California & N Nevada
- National Association of Women Business Owners (NAWBO) Sacramento Chapter
- Next Generation Training
- Pacific Justice Institute
- Placer Community Foundation
- Power Inn Alliance Center
- Powerhouse Science Center
- Providence International Enterprises
- Rebuilding Together Sacramento
- Sacramento Children's Museum
- Sacramento County Farm Bureau
- Sacramento Entrepreneurship Academy
- Sacramento Food Bank & Family Services
- Sacramento Philharmonic
- Sacramento Regional Conservation Corps
- Saint John's Program for Real Change
- Sheldon 4H
- Sierra College Foundation
- Soil Born Farms Urban Agriculture
- St Michael's Episcopal Day School
- Stand Up Placer
- Startup Redding
- Take a Shot at Parkinson's Foundation
- The Target Excellence Program
- United Way
- Women's Empowerment

2020 Donations in Response to COVID-19

Over \$50,000 was donated to local nonprofits to help them endure COVID-19.

Recipients included:

- 3Strands Global Foundation
- Advocates for Families and Children
- Alliance For Compassion And Educational Development
- Alternatives Pregnancy Center
- American Leadership Forum Mt Valley
- American River Parkway Foundation
- American Trails
- Boys & Girls Clubs of Greater Sacramento
- Boys and Girls Clubs of the North Valley
- Breathe California Sacramento Region
- Cal Partnership to End Domestic Violence
- California Mobility Center
- Californians for Patient Care
- Camellia Waldorf School
- Campus Life Connection
- Capital Public Radio
- Coalition for Compassionate Care of CA
- Coalition for Health Care
- Compassion Planet
- Cristo Rey High School Sacramento
- Crocker Art Museum
- Elk Grove FFA Booster Club
- Elk Grove Food Bank Services
- Fairytale Town
- Franklin 4H Club
- Girls Inc. of Northern Sacramento Valley
- Golden Empire Council
- Healthy Community Forum Greater Sac Reg
- Jenna and Patrick Foundation of Hope
- Lighthouse Counseling
- Living In Familiar Environment
- Make-A-Wish NE California & N Nevada
- Next Generation Training
- Powerhouse Science Center
- Providence International Enterprises
- Sacramento Children's Museum
- Sacramento County Farm Bureau
- Sacramento Entrepreneurship Academy
- Sacramento Food Bank & Family Services
- Sacramento Philharmonic
- Sacramento Regional Conservation Corps
- Saint John's Program for Real Change
- Sheldon 4H
- Soil Born Farms Urban Agriculture
- St Michael's Episcopal Day School
- Stand Up Placer
- Take a Shot at Parkinson's Foundation
- The Target Excellence Program

- E. **Work Plan and Schedule: Provide a work plan to address the required scope of services and timeline for the services to be rendered. Please describe how transition from our current provider would be coordinated in order to ensure a smooth transition without causing any lapse in services.**

Five Star Bank will partner with the District to prepare an implementation plan to accommodate the transition, in effort to make it as seamless as possible. A sample of an implementation plan is listed below.

Please detail the responsible party (the bank or the District) associated with the conversion to all of the new services. Will the bank provide on-site training for personnel for all of the services selected? Typically, how are the training sessions structured?

Schedule of the Implementation Plan.

The SPMUD has indicated in the RFP that the signing of the contract would be Friday, February 25th. That said, we could start the conversation on Monday, February 28th. Five Star Bank can provide on-site or web-based training.

- February 28th – Jerry Legg to meet with Finance staff to initiate the paperwork for account opening and commencement of services.
- March 2nd – SPMUD to provide completed Contract for Deposit of Monies and Signature Letter documents back to Five Star Bank. Required accounts are opened.
- March 3rd – Accounts are funded by SPMUD. Jerry Legg to send pre-filled Cash Management Agreement and Wire Transfer Agreement to Finance staff.
- March 7th – SPMUD to electronically return completed, signed agreements.
- March 9th - Online banking set-up, including ACH, wire transfers and Positive Pay.
- March 10th – 11th – Training for staff on online banking. Note this training only lasts for two hours. Our online service is very user-friendly! We are blocking off ample time for staff to be trained around their schedules. Five Star Bank staff will also help finance staff to create users, assign permissions, and set up wire templates. Remote Deposit Capture installed; training provided. ACH pre-notes tested for accuracy after receiving pre-note batches from SPMUD.
- March 14th – Go live with all products and services.

Please note that the schedule above is **flexible**, but it gives SPMUD staff an idea of how focused and dedicated Five Star Bank is when it comes to this conversion. While we are small, it allows us to be more thorough and responsive in completing each step required. This level of service and responsiveness is who we are. The SPMUD staff will experience the same level of service during the entire relationship with Five Star Bank. It begins with a respect for your staff's time and continues through everything we do. We are here to be your partner and help the SPMUD to succeed in its goals and missions. We will go at the speed your staff is comfortable with. The conversion can be completed in as few as two weeks, but we will go at the SPMUD's speed and comfort. We want to ensure you are not getting charged any fees by the incumbent bank that aren't necessary.

F. **Fee Schedule:** Included as “Attachment 3” is a Banking Services Fee Schedule, which includes an estimate of the District’s monthly transactions for pricing purposes. Fees related to all services described in the proposal must be listed on this form – even if the service is not shown on the form. Also, include any one-time set-up charges, equipment costs, research fees, and all other fees that will be charged. Include any incentives or price breaks based on volume, timeliness of payment, or rebates. Please state the period of validity for the Banking Services Fee Schedule. Additionally, each proposal shall include the following information:

Prices will remain firm for the three years of the contract. Five Star Bank will review the Earnings Credit Rate annually and adjust it higher if the Bank’s Earning Credit Rate increases above the 0.50% included in this proposal.

- 1. Provide a complete schedule of the types of demand deposit services offered by the financial institution. Please include in the schedule a list of your current interest rates offered for collected balances that are available to a government/ public funds agency. Please ensure all proposed investments vehicles meet the provisions of the Public Funds Investment Act and the California Government Code.**

In terms of the accounts Five Star Bank can provide, here is a listing. All funds will be fully collateralized as per Government Code 53651, et al unless they are fully FDIC insured. These accounts are all authorized by Government Code Section 53630. They are bank accounts.

- Non-interest-bearing Checking accounts. Accounts on Analysis will earn and Earnings Credit Rate of 0.50%.
- Interest-bearing checking accounts. Current rate is 0.10%
- Money Market Accounts. Five Star Bank matches the most recently posted monthly rate at LAIF. The current rate for January is 0.212% (December 2021 LAIF rate).
- Zero Balance Accounts. These are added to Account Analysis for activity and are covered by the same ECR as the lead account.
- Certificates of deposit. These will vary based on amount deposited and term of the CD.
- Fully FDIC insured certificates of deposit (CDARS) These will have the same rates as our collateralized CDs.
- Fully FDIC insured money market account (Insured Cash Sweep) These will have the same rates as our collateralized money market accounts.
- Investment Sweep. Current rate is 0.10%

- 2. Provide information on applicable FDIC and FICO charges, including surcharges, and the bank’s availability schedule. Also, present any float advantages the District would benefit from.**

The bank does not charge an FDIC surcharge but we do charge a bank administration fee of .00010 on analyzed balances.

- 3. What is the bank's Earnings Credit Rate (ECR) based on, and how is it calculated? List the bank's actual ECR for the past twelve months.**

Five Star Bank sets its Earning Credit Rate based on a competitive analysis of the market. The rate is not tied to any index. The Earnings Credit Rate at Five Star Bank is 0.50% and has been the ECR for the past 12 months for public agency clients on Account Analysis.

- 4. Please explain when the FDIC assessment is computed and charged and if the bank will waive the FDIC assessment fees.**

Five Star Bank does not charge an FDIC assessment.

- 5. What account analysis settlement period will be offered? Monthly, quarterly, or semi-annually? In what method is payment expected, should there be an account analysis deficiency? Please detail exactly which types of items and services can be applied against the account analysis.**

Five Star Bank uses a monthly settlement period for Account Analysis. In the event that the earnings credit do not cover the fees incurred, the Bank will debit the remaining balance directly from the account. For purposes of this RFP, everything listed on the Fee Sheet (Attachment #3) can be run through Account Analysis. We can also run armored car service through analysis, if it is needed.

- 6. Are detailed monthly analysis statements available for each individual account? Can the bank provide a consolidated statement showing charges for all account services? Are account analysis reports available online? If so, how soon are they available?**

Yes, we can provide analysis statements for each account as well as a consolidated statement. Statements can be mailed or are available online. The statements are available online after the first business day of the month.

- 7. What procedure is used to make any adjustments to Account Analysis statements and how long does it take for adjustments to take effect**

Statements are reviewed before posting charges to the account. If adjustments are needed the bank will make the corrections immediately.

Attachment 3: Fee Sheet

ITEM	FEE PER UNIT	ESTIMATED MONTHLY UNIT VOLUME	TOTAL MONTHLY COST
DEPOSITORY SERVICES			
PAPER ANALYSIS STATEMENT	0.00	1	0.00
ACCOUNT MAINTENANCE	10.00	1	10.00
PAPER CREDITS	0.15	62	9.30
ELECTRONIC CREDITS	0.15	21	3.15
PAPER DEBITS	0.18	94	16.92
ELECTRONIC DEBITS	0.15	8	1.20
RETURNED DEPOSITED ITEMS	10.00	2	20.00
RETURNED ITEMS – SPEC INSTRUCTION	10.00	1	10.00
DEPOSIT COVERAGE	0.00010	5190	519.00
STATEMENT # OF CHECK IMAGES	0.00	188	0.00
ONLINE SERVICES			
PER ACCOUNT	0.00	1	0.00
PER CURRENT DAY ITEM	0.00	220	0.00
PER PREVIOUS DAY ITEM	0.00	529	0.00
ONLINE STATEMENT	0.00	1	0.00
OTHER ONLINE REPORTS	0.00	1	0.00
TOKEN MAINTENANCE	0.00	3	0.00
STOP PAYMENT MAINTENANCE	0.00	1	0.00
ACH ORINATION MAINTENANCE	0.00	1	0.00
ONLINE BNK MO. MAINT. – ALL ACCTS.	25.00	1	25.00
IMAGE SERVICES			
SHORT TERM IMAGE RETRIEVAL	0.00	1	0.00
LOCKBOX			
MONTHLY MAINTENANCE	200.00	1	200.00
DEPOSIT	0.00	59	0.00
PER ITEM	0.00	79	0.00
OCR	0.00	1268	0.00
EXCEPTIONS	0.15	2	0.30
DATA KEYSTROKES	0.01	29118	291.18
MULTI-PAYMENT	0.00	55	0.00
TRANSMISSION	0.00	1	0.00
IMAGE CHECK	0.00	2763	0.00
IMAGE DOCUMENT	0.00	150	0.00
IMAGE REPORT	0.00	1	0.00

IMAGE MONTHLY	125.00	1	125.00
WEB DECISION MAINTENANCE	0.00	1	0.00
WEB DECISION ITEM	0.00	80	0.00
DEPOSITED ITEM	0.29	1347	390.63
SPECIAL HANDLING SURCHARGE	0.15	1347	202.05
CHECK INSPECTION	0.10	1347	134.70
ACH SERVICES			
ACH MONTHLY MAINTENANCE	0.00	1	0.00
PROCESS RUN	2.50	3	7.50
ORIGINATED TRANSIT ITEM	0.15	254	38.10
ACH ORIGINATED ON US ITEM	0.15	31	4.65
ACH FILE CONFIRMATION EMAIL	0.00	9	0.00
ACH RECEIVED ITEM	0.15	85	12.75
ACH RETURN PER ITEM	0.00	5	0.00
ACH NOTIFICATION OF CHANGE	0.00	1	0.00
ACH ONLINE PER ITEM	0.00	25	0.00
BRANCH SERVICES			
CASH DEPOSITS – PER \$100	0.00	16	0.00
BRANCH PROCESSING FEE	0.00	5	0.00
ELECTRONIC DEPOSIT SERVICES			
MAINTENANCE FEE PER ACCOUNT	0.00	1	0.00
MAINTENANCE FEE PER WORKSTATION	0.00	1	0.00
IMAGE QUALITY OCR	0.00	1	0.00
DEPOSITED CREDIT	1.25	17	21.25
IMAGE CHECK ITEM ON US	0.15	65	9.75
IMAGE CHECK ITEM TRANSIT	0.15	221	33.15
IMAGE RETRIEVAL PER ITEM	0.00	1	0.00
REMOTE DEPOSIT CAPTURE MONTHLY FEE	25.00	1	25.00
E-LOCK BOX			
MAINTENANCE FEE	50.00	1	50.00
ELECTRONIC PAYMENT PER ITEM	0.50	1992	996.00
DATA TRANSLATE OUT	0.00	20	0.00
TRANSLATE PAYMENT	0.00	2003	0.00
WIRE & FUND TRANSFERS			
MAINTENANCE FEE	0.00		0.00
INCOMING DOMESTIC WIRE	15.00		0.00
OUTGOING DOMESTIC WIRE	25.00		0.00

- G. **Report and Statement Samples:** Please provide samples of the following: Account Analysis Statement, Account Reconciliation Reports, Account Statements, Prior Day and Intra Day Statement Reports, Positive Pay Reports, Other Standard Online Reports, Samples of Real Time Query Screens, Banking Services Contract, Funds Transfer Agreement, User’s Guide, and any other relevant samples. Include delivery options and the expected timelines for receiving reports and statements.

Samples of all the reports listed above will be included with this emailed proposal. We can also provide a demonstration for SPMUD of our services and systems, if desired.

Within the Five Star Bank online banking platform is a Reports option that provides our clients with multiple report options (see below) including prior day and intra-day reports in a variety of formats. These reports can be generated immediately.

Previous Day(s)	Online Banking Activity	Current Day
ACH Activity Report - Previous Day(s)	ACH Online Origination	Balance and Activity Statement - Current Day
Balance and Activity Statement - Previous Day(s)	Company Entitlements Report	Checks Paid Report - Current Day
Cash Position - Previous Day(s)	Company User Activity Report	User Defined Report - Current Day
Checks Paid Report - Previous Day(s)	Transaction Report	Wire Transfer Report - Current Day
User Defined Report - Previous Day(s)	Wire Online Origination	
ZBA Activity Report - Previous Day(s)	Wire Transfer Report - Previous Day(s)	

- H. **Service Enhancements:** Based on the information provided in the RFP and your bank’s knowledge of the public sector, please describe any services or technological enhancements, not previously mentioned, that should be considered for further improving the District’s bank accounts and related depository and cash management services.

Banking is rapidly becoming more and more electronic. Our first recommendation would be to reduce and hopefully eliminate the handling of cash. It is expensive and creates a security risk to your staff. By switching to checks, credit cards as well as newer technologies such as Apple Pay, SPMUD can reduce the cost of their banking, expedite the credit of funds into the bank accounts and receive more reporting features. Checks can be deposited via remote deposit capture or mobile banking. Images of the checks can then be retrieved online for future reference. By encouraging payments by credit cards in person, online and over the phone the SPMUD is giving the residents and public additional payment options that would not be available if only cash were

accepted. Five Star Bank can offer the District a free cost comparison for our merchant services versus your current provider. By lowering the cost for accepting credit cards as well as increasing reconciliation capabilities and efficiency while keeping staff safer, this enhancement is a true must-have.

Similarly, the SPMUD could use credit cards to make vendor payments instead of sending checks. The average cost to send and process a check is around \$8.00 each when considering all of the invoicing and reconciliation time involved. By paying your vendors with a purchase card or virtual card, you can time the payments to use float to your benefit. The reconciliation process is cleaner and more precise with less chance for human error when manually processing an invoice. And, SPMUD can earn cash back incentives based on your overall spend on your credit cards. You can set up a separate card for each vendor to reduce the exposure to any potential fraud, have access to the card limits 24/7 and can redistribute the available limits between cards in real-time. Best of all, there is no cost to SPMUD for these cards! We've included a Power Point in our submission to further explain the benefits of using credit cards to pay vendors as well as these bullet points:

Business Corporate Credit Card Accounts:

- Complimentary Corporate Purchasing Card program that utilizes card in hand and virtual/ghost card features.
- Ability to issue as many employee cards as needed. Program Administrator (PA) will have full access to add/remove card users, adjust individual limits in real time, set controls, etc.
- Card program will be controlled through an online portal where PA can download statements, make payments, and view transaction history.
- Transaction history is available to download into an Excel (.csv) spreadsheet or Quickbooks (.qbo) file.
- Ghost/Virtual card capability to manage vendor payments and reoccurring monthly charges.
- ERP integration available.
- Consolidated billing.
- Dedicated account manager.
- No annual fees.
- Late fee of \$35.
- And best of all – REVENUE SHARING based on your annual spend!

Finally, Five Star Bank matches the most recently posted monthly rate at LAIF for our public money market accounts. We do not charge any fees or costs for our money market account. The SPMUD would have online access to its funds in our money market account 24 hours a day, seven days a week, 52 weeks a year. You could transfer funds from the money market account to your checking account online instantly, then issue an ACH payment, write a check or send a wire transfer. With LAIF, you can only deposit or withdraw funds by wire transfer if you notify them before 11am on a weekday. LAIF deducts an administrative fee from your earnings before paying your interest to you. LAIF only pays interest on a quarterly basis on the 15th day after the end of the quarter. Five Star Bank pays interest the 1st of every month and does not charge any fees. The California Government Code mandates that public funds be managed by three criteria – Safety, Liquidity and Yield. Five Star Bank accounts are always collateralized as per government code, LAIF isn't collateralized at all (SAFETY). Five Star Bank money market accounts are available online 24 hours

a day, 7 days a week while LAIF can only transact transaction before 11am on a business day (LIQUIDITY). Five Star Bank matches the LAIF rate and does not charge a fee. We pay interest monthly while LAIF deducts administrative fees and pays interest quarterly (YIELD). Five Star Bank's balances would get paid interest three times, compounding your interest over and over and over before LAIF pays you once.

- I. **Client References (Attachment 4):** The proposer must provide a minimum of three (3) client references of a similar size, complexity, and business. At least one local government reference is preferred. The proposer will provide the following information about clients being used as references: client name, client contact information, client size, and industry.

See Attachment 4 (above) for our references. We can provide more, if desired. Our clients love us!

- J. **Conflicts of Interest:** Describe any potential conflicts of interest that your firm may have.

Five Star Bank has no conflicts of interest.

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Eric Nielsen, Superintendent

Cc: Herb Niederberger, General Manager

Subject: Recommendation: Award of Contract SPMUD – Root Control Program 2022

Date: April 7, 2022

Overview

Root intrusion into sewers is the leading cause of sanitary sewer overflows (SSOs) as documented in the District’s last four Sewer System Management Plan (SSMP) Audits. Controlling and stopping the growth of roots in the sewer collection system is critical to minimizing the number of SSOs. There are a few options for addressing root intrusion in sewers. Roots can be physically cut or removed by the using of rodding equipment or high-pressure water nozzles. Studies have shown that physically cutting roots may encourage future growth. The other option is to apply chemicals that kill the roots on contact (without harming the plant itself) and stunt future root growth. The District has used contracted forces to apply root control chemicals to sewer mainlines impacted by root growth since the early 1990’s. The District’s chemical root control program saves time by limiting the number of times District crews need to visit and maintain a sewer mainline to ensure service.

The number of mainline segments with significant root intrusion has grown over the years. Staff recently audited the process for managing the chemical root control program. Mainline segments were bundled geographically into two groups. One group to be treated with root-control chemicals in “even” years (e.g., 2020, 2022) and the other group to be treated in “odd” years (e.g., 2021, 2023).

The 2022 Root Control Program project consists of applying root-control chemical to one hundred and thirty-six (136) mainline pipe segments totaling approximately 34,040 lineal feet.

The District issued an invitation for bids on February 10, 2022 and sealed bids were due by March 15, 2022 for a public opening and reading. Duke’s Root Control, Inc. was the only bidder. Duke’s Root Control, Inc. has successfully applied root control chemicals to the District’s sewer system for many years. Staff reviewed the bid and found it responsive to the requirements outlined in the invitation for bids.

Bidder	Amount
Duke's Root Control, Inc.	\$52,394.70
Budget Estimate	\$55,000.00

The initial budget estimate of \$45,000 was based on unit costs from last year's contract. During the process of auditing the lists for "even" and "odd" years and reviewing findings from recent work orders, several additional mainline segments were added to the bid documents. A budget adjustment of \$10,000 was requested and approved by the Board of Directors in February 2022 to account for the additional lines.

Recommendation

Staff recommends the Board of Directors:

- Adopt Resolution 22-11, authorizing the General Manager to:
 - Award the attached contract for services with Duke's Root Control, Inc.
 - Execute change orders up to a cumulative amount not to exceed \$2,605.30, which is less than 10% of the awarded contract amount.

Strategic Plan Goals

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.2: Establish and Meet Service Level(s) by Department

Related District Ordinances and Policies

This action complies with the following District Policy(ies)

Policy No. 3150 – Purchasing Policy

Fiscal Impact

The project costs will be charged against the budget line item 100-F01-71465 "Root Control Program" and will not exceed the budget estimate of \$55,000.00 without Board approval.

Attachments

1. Resolution 22-11
2. Contract for Services with Duke's Root Control, Inc.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 22-11

**NOTICE OF AWARD FOR THE ROOT CONTROL PROGRAM 2022 PROJECT
TO DUKE'S ROOT CONTROL, INC.**

WHEREAS, South Placer Municipal Utility District, hereinafter called SPMUD, owns and operates the sewer facilities within its boundary, and

WHEREAS, roots enter the sewer system and create the potential for sanitary sewer overflows and work is required to control the growth of roots within the system, and

WHEREAS, SPMUD competitively bid the work to be performed as required in the Public Contract Code, and

WHEREAS, SPMUD reviewed the bids received and found the bid by Duke's Root Control, Inc. to be the lowest responsive, responsible bidder, and

WHEREAS, discoveries during construction may necessitate a need for changes to the contract, and

WHEREAS, District Policy 3150 – Purchasing, requires Board authorization for the General Manager to approve purchases over \$50,000.

NOW, THEREFORE BE IT RESOLVED, that the South Placer Municipal Utility District Board of Directors:

1. Authorizes the General Manager to award the contract for services to apply root-control chemical to the sewer segments identified in the Root Control Program 2022 Project to Duke's Root Control, Inc. in the amount of \$52,394.70; and
2. Authorizes the General Manager to execute change orders for the Root Control Program 2022 contract with Duke's Root Control, Inc. so far as the cumulative amount does not exceed a total of \$2,605.30. Change orders which collectively total more than the above amount are not authorized without prior approval of the Board of Directors.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 7th day of April 2022.

Signed: _____
Gerald P. Mitchell, President of the Board of Directors

Attest: _____
Emilie Costan Board Secretary

SECTION 5

CONTRACT FOR SERVICES

SPMUD – Root Control Program 2022

THIS CONTRACT is made on this 7 day of April , 2022, between the SOUTH PLACER MUNICIPAL UTILITY DISTRICT ("District") and, Duke's Root Control, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the District desires control root growth in portions of its sewer collection system piping, within the District, by chemical root control method, and;

WHEREAS, the Contractor has presented a bid for such to the District, dated March 15 , 2022, (attached hereto and incorporated herein as Exhibit "A") and is duly licensed, qualified and experienced to perform the construction of such facility;

NOW, THEREFORE, the parties hereto mutually agree as follows:

5.0 CONTRACT CONSIDERATIONS: Contractor enters into this Contract as an independent Contractor and not as an employee of the District. All employees, agents, Contractors or subcontractors hired or retained by the Contractor are employees, agents, Contractors or subcontractors of the Contractor and not of the District.

Contractor's decision to execute this Contract is based on independent investigation and research of the conditions affecting this Contract and not upon any representations made by the District, its officers, employees or agents.

5.1 SCOPE OF WORK: Contractor shall provide all labor, equipment, materials and incidentals required to complete, in a good and workmanlike manner, all work. The work is to include, but is not necessarily limited to, the following:

1. Applying Chemical Root Treatment to 136 Mainline Pipe Segments: Diameters ranging from 4-inch to 18-inch and accumulative length totaling 34,040 feet.

The above tasks shall be completed in accordance with drawings, notes, plans and specifications provided to the Contractor by the District. The District reserves the right to increase and/or decrease quantities at its discretion.

5.2 TIME OF PERFORMANCE: The Contractor is to commence, as soon as possible, upon execution and receipt of this Contract by, and receipt of written Notice to Proceed from, the District, and shall be undertaken and completed by June 30, 2022. Work not completed during this timeframe may be removed from the contract at the discretion of the District.

5.3 COMPENSATION: The Contractor shall be paid monthly, for the pipe segments treated, the fees, costs and expenses for all time and materials required and expended, but in no event, shall total compensation exceed the contract amount without the District's prior written approval.

Said amount shall be paid upon submittal of a monthly billing showing tasks completed and quantities installed during the preceding billing period.

If the Work is halted at the request of the District, compensation shall be based upon the proportion that the work performed bears to the total work required by the Contract.

5.4 TERMINATION: This Contract may be terminated, without cause, at any time by the District upon thirty (30) days' written notice. In the event of any such termination, the Contractor shall be compensated as provided for in this Contract. Upon such termination, the District shall be entitled to all work created pursuant to this Contract.

5.5 CHANGES: The District or Contractor may, from time to time, request changes in the scope of the contract to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation and/or changes in the schedule must be authorized in advance by the District in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract.

5.6 (Purposely Left Blank)

5.7 WARRANTY: Contractor warrants that it has the expertise or has experts available to help in the preparation of services as set forth in the contract in a manner consistent with generally accepted standards of Contractor's profession. Contractor further warrants that it will perform said services in a legally-adequate manner in conformance with all applicable Federal, state and local laws and guidelines.

Should any failure of the work occur within a period of one year from the date of acceptance of the project by the District due to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly retreat the pipe segment(s) at his expense and to the satisfaction of the District.

5.8 SUBCONTRACTING: None of the services covered by this Contract shall be subcontracted without the prior written consent of the District. Contractor shall be as fully responsible to the District for the acts and omissions of its Contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Contractor.

5.9 ASSIGNABILITY: Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation without the prior written consent of the District. Provided, however, that claims for money due or to become due Contractor from the District under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the District.

5.10 PREVAILING WAGES: Pursuant to Section 1773, and following, of the California Labor Code, the Contractor and all subcontractors shall pay not less than the prevailing rate of

per diem wages as determined by the Director of the California Department of Industrial Relations for all work performed on site.

5.11 SAFETY: The Contractor shall be responsible for providing, initiating, maintaining, and supervising appropriate safety precautions and programs in connection with the work or the activities of subcontractors, suppliers, and others at the work site, including the public, as required by U.S. OSHA and Cal OSHA.

5.12 PROTECTION OF WORK AND PROPERTY: The Contractor shall employ such means and methods to adequately protect the District, and other public and private property against damage. In the event of damage to such property, Contractor shall immediately restore the property to a condition equal to its original condition and bear all costs thereof. During progress of the work the Contractor shall keep the construction site in a clean and orderly condition.

5.13 INDEMNITY AND LITIGATION COSTS: Contractor shall indemnify, defend, and hold harmless the District, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the Contract Documents, except such loss or damage which was caused by the [active negligence], sole negligence or willful misconduct of the District.

5.14 CONTRACTOR TO PROVIDE INSURANCE: Contractor shall not commence any work before obtaining and shall maintain in force at all times during the term and performance of this Contract the policies of insurance specified in Section 7, attached hereto and incorporated herein by this reference.

5.15 MISCELLANEOUS PROVISIONS: The Contractor shall designate a project manager who at all times shall represent the Contractor before the District on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he is removed at the request of the District or replaced with the written approval of the District.

Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

This Contract and its Exhibits, the Notice to Bidders, the Bid, General Conditions, Special Provisions, Technical Specifications, Plans, any Addenda and the Drawings constitute the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to Contractor.

Executed the day and year first above written, by the parties as follows:

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

By: _____
Herb Niederberger, General Manager

Attest:

By: _____
Emilie Costan, Secretary to the Board

Contractor

By: _____

Print: _____

Title: _____

SECTION 6

Purposely Left Blank

SECTION 7

INSURANCE

INSURANCE REQUIREMENTS - The successful bidder must provide a current certificate of insurance, naming South Placer Municipal Utility District as also insured. Proof of coverage for the following must be provided within ten (10) business days of notification of award of contract.

Limits of Liability:

General Aggregate (Other than products/Completed Operations):	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Limit:	\$1,000,000
Each Occurrence Limit:	\$1,000,000
Fire damage	\$50,000
Medical expense (Any one person)	\$5,000

1. Workers compensation Insurance:

Naming the carrier, who must be authorized to do business in the State of California. The Contractor shall require all subcontractors to maintain adequate Workers Compensation Insurance.

The Contractor shall not allow any subcontractor to commence work on his subcontract until such subcontractor has provided proof of insurance in the same type and amount as specified for the Contractor, or; the Contractor shall provide policies which insures the activities of all his subcontractors to the same extent as his own.

2. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

A. "The SOUTH PLACER MUNICIPAL UTILITY DISTRICT, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the DISTRICT with respect to any insurance or self-insurance programs maintained by the DISTRICT and no insurance held or owned by the DISTRICT shall be called upon to contribute to a loss."

C. "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT."

3. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than two million dollars (\$2,000,000) combined single limit for each occurrence. Covered vehicles should include owned, non-owned, and hired automobiles, trucks and equipment.

SECTION 8

BOND FORMS

8.1 BOND FOR LABOR AND MATERIAL

KNOW ALL MEN BY THESE PRESENTS, THAT WE

_____ the Contractor in the Contract hereto annexed, as principal, and _____ as surety, are held and firmly bound unto the South Placer Municipal Utility District in the sum of _____ Dollars (\$ _____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated _____.

The condition of the above obligation is that if said principal, its successors or assigns, as Contractor in the Contract hereto annexed, or his or its subcontractor, fails to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done by said Contractor, namely to furnish all tools, equipment, apparatus, facilities, transportation, labor and material necessary to perform and complete, and to perform and complete in a good workmanlike manner, the work of **SPMUD – Root Control Program 2022** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, or for any work or labor done thereon of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or to make payments to the Franchise Tax Board pursuant to Civil Code, Section 324SA, or to pay any of the persons named in Civil Code 31S1, said surety will pay in addition to the basic obligation herein case suit is brought upon this bond, a reasonable attorney's fee to be awarded and fixed by the courts, and to be taxed as costs and to be included in the judgment therein rendered. This bond is executed in accordance with the requirements of Title XV of the Civil Code and is subject to the provisions thereof, and shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under and by virtue of the provisions of Section 31S1 of the Civil Code, or to their assigns; and the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall, in any wise, affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

APPROVED AS TO FORM:

CONTRACTOR
(Signature must be Notarized)

SURETY Attorney-In-Fact
(Signature must be Notarized)

Address of Surety _____

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS, THAT WE

_____ the Contractor in the Contract hereto annexed, as principal, and _____ as surety, are held and firmly bound unto the South Placer Municipal Utility District in the sum of _____ Dollars (\$ _____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated _____.

The condition of the above obligation is that if said principal as Contractor in the contract hereto annexed shall faithfully perform each and all of the conditions of said contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than material, if any, agreed to be furnished by the District, necessary to perform and complete, and to perform and complete in a good workmanlike manner, and to guarantee acceptable performance of the work for a period of one year following the acceptance of the project, the work of, **SPMUD – Root Control Program 2022**, in strict conformity with the terms and conditions set forth in the contract hereto annexed, and after a period of one year following the acceptance of the project, then this obligation shall be null and void, otherwise to remain in full force and effect; and the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall, in any wise, affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Surety further agrees in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs, and to be included in the judgment therein rendered.

APPROVED AS TO FORM:

CONTRACTOR/TITLE
(Signature must be Notarized)

SURETY Attorney-In-Fact
(Signature must be Notarized)

Address of Surety _____

SECTION 9

GENERAL CONDITIONS

9.1 GENERAL DESCRIPTION OF WORK: This project includes the application of a chemical root herbicide into sewer mainline and service lateral pipes for controlling root growth within the pipes. (Table A – Mainline Root Foaming List) The locations are various locations within the District service area. This work will require traffic control and may require confined space entries.

The work includes but is not limited to the following:

Applying Chemical Root Treatment to 136 Mainline Pipe Segments: Diameters ranging from 4-inch to 18-inch and accumulative length totaling 34,040 feet.

Refer to Appendices for further detail.

The above tasks will be completed in accordance with drawings, notes, plans, and specifications provided to the Contractor by the District. The District reserves the right to increase and/or decrease quantities at its discretion.

9.2 LOCATION OF WORK: The Project is located within the City of Rocklin, Town of Loomis, Penryn and Newcastle, California.

9.3 TIME OF COMPLETION: Time is of the essence; the Contractor shall complete this work by June 30, 2022.

9.4 POINT OF CONTACT (POC): The following District personnel are available to this project:

<u>Name:</u>	<u>Capacity/Title:</u>	<u>Phone No:</u>
Eric Nielsen	Owner's Representative/Superintendent	(916) 786-8555 Ext. 310
Carie Huff	District Engineer	(916) 786-8555 Ext. 321
Emilie Costan	Payments	(916) 786-8555 Ext. 111
Cameron Lima	Inspector	(916) 871-0125

Eric Nielsen is the Project Manager for this District project and is the Contractor's primary POC. Additional contact information:

Eric Nielsen	Project Manager
Phone:	(916) 786-8555 Ext. 310
FAX:	(916) 786-8553
E-mail:	enielsen@spmud.ca.gov
Address:	5807 Springview Drive, Rocklin, CA 95677

9.5 CONTRACT BONDS: The Contractor shall provide, at the time of the execution of the agreement or contract for work, and at his own expense, a surety bond ("Performance Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the faithful performance of said agreement within the time prescribed, in a manner satisfactory to the District, and that all materials and workmanship will be free from original or developed defects. The Contractor shall also provide, at the time of execution of the agreement or contract for the work, and at his own expense, a separate surety bond ("Payment Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said agreement. The Contractor shall maintain the Payment Bond in full force and effect until the District accepts the work and until all claims for

materials and labor are paid and shall otherwise comply with Civil Code. Sureties on each of said bonds shall be satisfactory to the District Counsel. Section 8 contains Bond forms acceptable to the District

9.6 DISPUTE RESOLUTION: In the event of any dispute between the Contractor and the District regarding payment for or prosecution of the work, the Contractor shall not stop the work but will prosecute the work to completion in the manner directed by the District. All claims for extension of time or payment of money of three hundred seventy five thousand dollars (\$375,000) or less shall be resolved pursuant to the provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with section 20104), unless the Contractor and the District agree in writing to a different manner of resolution; provided, however, the District may elect to utilize the dispute resolution procedures as provided in Article 7.1 of Chapter 1 of Part 2 of the Public Contract Code (commencing with section 10240) by providing the Contractor with a notice of such election prior to the issuance of the final contract payment.

The Contractor shall certify at the time of submission of a claim as follows:

I certify under penalty of perjury under the laws of the State of California that the claim submitted herewith is made after a good faith investigation of the facts, that the supporting data are accurate and complete and that the amount requested accurately reflects the monies due for work performed under the Contract for which the District is liable.

By: _____
(Contractor's signature)

Any litigation arising out of this Contract shall be brought in the Superior Court of Placer County, and the Contractor hereby waives the removal provisions of section 394 of the Code of Civil Procedure.

9.7 SOUND CONTROL REQUIREMENTS: Sound control shall be in conformance with the local governing authority.

9.8 PRE-CONSTRUCTION CONFERENCE: Prior to commencing work, a pre-construction meeting will be held for discussing with the Contractor the scope of work, plans, specifications, existing conditions, and all essential matters pertaining to the execution and the satisfactory completion of this project. The Contractor's representative at this meeting shall include the job Superintendent and the on-site Supervisor, who will be directly involved in the work, or who shall oversee and direct the work of other contracted staff.

9.9 CONTRACT WORKING HOURS: Contract working hours shall be limited to 7:00 A.M. to 5:00 P.M., Monday through Thursday, and 7:00 A.M. to 4:00 P.M. Friday excluding Holidays and weekends unless otherwise approved by the District.

9.10 OVERTIME: Contractor shall pay the overtime costs incurred by the District, if any, at the rate of \$146.06/hour. For District employees, the regular work day starts at 7:00 AM M-F and ends at 4:30 PM Monday – Thursday and 3:30 PM on Friday.

9.11 STAGING: The District will provide staging space at its Corporation Yard located at: 5807 Springview Drive, Rocklin, CA 95677. Any additional areas required by the Contractor shall be his responsibility to provide. Availability of the Corporation Yard will be limited to Contract Working Hours.

9.12 INSPECTION: All material, equipment and worked performed will be inspected to insure compliance with the plans and specification requirements.

9.13 ACCEPTANCE: The District will accept the project upon satisfactory completion of all work as described in the plans and specifications.

9.14 PROGRESS PAYMENT INVOICING INSTRUCTIONS: Upon completion of work or delivery of items, the Contractor is to submit an invoice to the Project Manager or his designated representative for certification of work completed or delivery in satisfactory manner. Progress payments may be made upon submittal of a monthly billing and ten percent (10%) retention of the billed amount. Request for payment must be submitted to the District by the 5th day of each month for the prior calendar months' work for verification and approval by the District.

9.15 RETENTION / SECURITY: Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the District to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code Section 22300, or have the retained, earned monies deposited in an escrow account at a federal or state chartered bank.

SECTION 10

SPECIAL PROVISIONS

10.0 REFERENCED STANDARDS AND CODES: The Standards and Codes applicable to the work to be constructed include, but are not limited to the following:

DISTRICT STANDARD SPECIFICATIONS: The Standard Specifications and Improvement Standards for Sanitary Sewers of the South Placer Municipal Utility District, latest edition.

STATE STANDARD SPECIFICATIONS: The 2006 edition of the Standard Specifications of the State of California, Department of Transportation. Reference is made to Section 1 of the State Standard Specifications for other pertinent definitions.

MANUFACTURER'S SPECIFICATIONS: The specifications for materials, design, installation, preparation, etc., for the products involved in this work.

10.1 DEFINITIONS AND TERMS: Whenever the following underlined terms (or similar) are used in the Codes or Standards, or in any documents or instruments where the Codes and Standards govern, the following terms or pronouns in place of them are used, with the intent and meaning to be interpreted as follows:

Agency/State/Owner: **DISTRICT:** The South Placer Municipal Utility District.

Engineer/Architect: **District Engineer:** The District Engineer of South Placer Municipal Utility District or his/her duly designated District representative.

10.2 SPECIAL CONDITIONS: Provide all work and materials in full accordance with the latest rules and regulations of the California Administrative Code, OSHA requirements, the latest editions of the Standard Specifications and Codes, and all other applicable laws or regulations.

Furnish without extra charge any additional material or labor required to comply with these rules and regulations, whether shown, specified or not. In the event these Specifications require materials of greater weight, quality or quantity than indicated by Plan or Code requirements, the Specifications shall apply.

All work under this contract shall be typically performed to achieve the highest standard of each and every trade involved whether directly specified or not.

10.3 MATERIALS, SERVICES AND FACILITIES: Except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools equipment, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities necessary to complete and deliver the work within the time specified.

10.4 PERMITS: The Contractor shall obtain an Encroachment Permit from the governing agency whose jurisdiction the work is to be performed:

City of Rocklin
4081 Alvis Court
Rocklin, CA. 95677
(916) 625-5500

Town of Loomis
3665 Taylor Rd
Loomis, CA 95650
(916) 652-1840

Placer County
(for Communities of Penryn and Newcastle)
Engineering and Survey Department
3091 County Center Drive
Auburn, CA 95603
(530) 745-3110

Encroachment Permits shall be maintained on the job-site, and a copy provided to the District prior to start of work.

Water Use:

Should water be necessary for the root control process, contact Placer County Water Agency to obtain a Hydrant Meter Permit.

Placer County Water Agency
114 Ferguson Road
Auburn, CA 95604
(530) 823-4850

Hydrant Meter permit shall be maintained on the job-site, and a copy provided to the District prior to use.

10.5 NOTICE TO RESIDENTS: Contractor shall provide 48-hour advanced notice to affected residents of the work that will be performed on their property.

10.6 REGULATORY COMPLIANCE: The Contractor shall provide all appropriate safety equipment required by U.S. OSHA and Cal OSHA for confined space entries and traffic control. Evidence of training for permit required Confined Spaces and Traffic Control shall be submitted to the District for their records at the time the contract is awarded.

The District shall stop work activities if inappropriate safety equipment and traffic control devices are not in use or safety procedures outlined in these Special Provisions, the District Standard Specifications, the State Standard Specifications, and as required by federal and state OSHA and State Labor Code are not adhered to. Work stoppage under these circumstances shall not be considered billable to the District.

10.7 MANHOLE ENTRY: All entries into active sanitary sewer manholes are 'Permit Required' confined space entries and said entries shall comply with all U.S. OSHA and CAL OSHA safety requirements. These entries shall apply to Contractor's, sub-contractors, their employees, and corporate officers. It shall be the responsibility of the contractor to conform to these safety requirements and provide all the necessary confined space entry equipment. The Contractor shall provide a copy of each completed confined space entry permit to the District upon demand. In addition, as stated in Section 10.7 "Regulatory Compliance", Contractor shall provide to District

evidence of completion of confined space training requirements as per Federal Regulation 1910.146 - Permit - Required Confined Spaces.

Full compensation for conforming to the requirements of this section shall be considered as included in the payments for the contracted unit cost pricing and no additional compensation will be allowed.

10.8 TRAFFIC CONTROL: Traffic control requirements shall be dictated by encroachment permit issued by the local governing agency. Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic. Contractor is responsible to familiarize themselves with root foam application sites and all conditions affecting traffic control. Labor and equipment used for traffic control operations shall be provided by the Contractor and included into the contracted (unit cost) pricing.

10.9 CLEAN UP: Work sites shall be maintained in a clean and orderly manner throughout project in so far as possible. At the end of each workday, work sites shall be returned, at a minimum, to their pre-construction condition.

10.10 CHEMICAL SPILL RESPONSE PLAN: Prior to commencement of work, Contractor shall submit to the District for approval, a detailed spill response plan appropriate for the application and type of chemical used.

SECTION 11

TECHNICAL SPECIFICATIONS

11.01 SEWER LINE CHEMICAL ROOT TREATMENT (Foaming Method, by NASSCO)

- A. Intent: The intent of chemical root treatment is to kill tree roots in sanitary sewer lines and to inhibit root re-growth without damaging the trees, the environment, or the treatment plant.
- B. Reference Specifications: The chemical root treatment material shall be EPA registered and labeled for use in sewer lines and acceptable to the state agencies having jurisdiction over its use.

The Contractor shall submit a specimen product label of the material to be used in chemical root treatment to the Engineer with his bid or proposal.

All materials and mixing/application procedures for chemical root treatment shall be consistent with the latest standards, requirements, and recommendations of the manufacturer of the chemical root treatment material used.

- C. Materials: The active ingredient for killing roots shall be a non-systemic herbicide which will kill roots at low concentrations, but which will not permanently affect parts of the plant distant from the treated roots. The active ingredient must be spontaneously detoxified by natural chemical/biochemical processes following its use.
Manufacturer's maximum use guidelines should always be observed.

The active ingredient for inhibiting root regrowth in sanitary sewers shall inhibit root cell growth on contact but shall not be transported so as to damage other portions of the plant. The material shall form a persistent chemical barrier suppressing the growth of root tips. The material shall be sufficiently stable under conditions of use to provide protection for twelve months but shall be subject to decomposition in wastewater treatment plants without disturbing plant processes.

To improve transportation of the active ingredients into root tissues, the root treatment material shall contain emulsifiers to degrease root masses and remove fatty acids from root tissue and surfactants to convert an aqueous solution of the root treatment agent into a volatile foam when using the proper aeration equipment. This method insures root treatment material is held in line until chemical reaction is complete and roots are fully exposed to chemical.

- D. Precautions and Responsibility: The Contractor's attention is directed to the safety requirements and precautions associated with the use of the root treatment material.

The Contractor is required to be knowledgeable of and in compliance with federal and state requirements relative to the root treatment material and its use. Compliance with federal state law shall supersede compliance with the provisions of this contract.

Mixing and application of the root treatment material shall be done under the supervision of a state-certified pesticide (herbicide) applicator as required by law.

The Contractor shall use precautions for the protection of all persons, vegetation, animals, and property. The Contractor is responsible for damage to private property and vegetation.

11.02 SUBMITTALS

A. The Contractor shall provide shop drawings, product data, and other pertinent information as follows:

1. Safety Data Sheet (SDS)
2. Product Specimen Label.
3. Evidence of qualifications to apply pesticide in Placer County.

B. Experience and Qualifications

Bidders must be licensed with the California Department of Pesticide Regulation (hereafter, CDPR) prior to the bid date

1. Applicator license/certification with the CDPR.
2. Experience records to demonstrate a minimum 100,000 linear feet of direct experience in applying chemical sewer root control of the type specified.
3. Project experience to indicate the staffing and equipment capable of performing work consistent with the needs of this contract.

11.03 TRANSPORTATION, STORAGE, AND PROTECTION

All materials shall be transported, stored, and protected in accordance with manufacturer's recommendations and applicable Federal and State guidelines.

11.04 ROOT CONTROL PRODUCT

A. The root control product shall be registered with the US EPA and the CDPR, prior to the bid opening, and shall be labeled for use in sewers to control tree roots. The root control product shall contain an active ingredient for killing sewer roots and controlling their regrowth. The following products, or an approved equal, shall be used:

1. Razorooter II
2. Sanafoam Vaporooter II

B. Proven Equivalents:

Should the Contractor wish to use any product other than specified herein, must submit complete descriptive literature naming the proposed substitution and manufacturer and must be approved in writing prior to the bid date.

11.05 MANNER OF APPLICATION

- A. All work must be performed by persons qualified to do so and be performed according to label instructions. All applications shall be done by foaming or methods provided on the product label.

The application of the product shall be performed in such a way as to contact roots within the main line sewer to be treated. Effort will also be made to penetrate lateral sewers to contact roots residing in the service lateral connections. Foam quality must be sufficient to effectively treat all pipe diameters and foam must be mechanically produced.

11.06 REPORTS ON COMPLETED WORK TO BE PROVIDED BY THE CONTRACTOR

- A. Upon completion of the project and accompanying the invoice, or whenever requested to by the Owner, the Contractor shall submit reports which show the following information:

1. The name of the Owner
2. The report dates
3. The date each given sewer line was treated
4. The Asset ID for each line treated (SPMUD)
5. The pipe size for each given sewer line
7. The length (manhole to manhole) for each given sewer line

11.07 GUARANTEE REQUIREMENTS

For each sewer section (manhole-to-manhole) that is treated under the Contract, the Contractor shall guarantee the work as follows.

The Contractor shall, at his own expense, re-treat a sewer section, in the event that: (1) live roots are found in the section within six months after Project Acceptance by the District or, (2) the section plugs up due to tree root obstructions within a period of two years beginning on the Project Acceptance date.

Retreatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee. Retreatments shall be performed within 30 days of notification of the District unless the time is otherwise extended at the sole discretion of the District.

The guarantee applies only to main line sewer stoppages caused by tree roots. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. The Contractor is not responsible for damage caused by main line stoppages.

The decision of the Owner as to the cause of a stoppage shall be binding.

The Contractor shall be required to return within 30 days of notification, at the Contractor's sole expense, for the purpose of performing free re-treatments as required under the guarantee.

END OF SECTION

Appendix A

Table A

Root Control List – Mainline Pipe

Table 'A'

SPMUD - Root Control Program 2022

Item	Up Manhole	Up MH Location	Down Manhole	Down MH Location	Pipe Length	Pipe Diameter	Notes	Encroachment Permitting Jurisdiction
1	FR-10	3995 BANKHEAD	L11-003	3995 BANKHEAD	80	12	Low Volume/Low Speed Road	Rocklin
2	H06-042	2620 SADDLETREE	H07-059	2700 SADDLETREE	252	6	Low Volume/Low Speed Road	Rocklin
3	H06-079	6801 FIVE STAR	H06-078	6801 FIVE STAR	98	8	Commercial Parking Lot	Rocklin
4	H07-057	6235 RAINIER	H07-058	6325 RAINIER	306	6	Low Volume/Low Speed Road	Rocklin
5	H07-060	6345 RAINIER	H07-058	6325 RAINIER	281	6	Low Volume/Low Speed Road	Rocklin
6	H07-061	6403 RAINIER	H07-060	6345 RAINIER	233	6	Low Volume/Low Speed Road	Rocklin
7	H07-091	6084 BROOKSIDE	H07-092	6068 BROOKSIDE	121	6	Low Volume/Low Speed Road	Rocklin
8	I06-067	6218 CAMEO	I06-084	6220 CAMEO	40	15	Low Volume/Low Speed Road	Rocklin
9	I06-133	S WHITNEY & SPRINGVIEW	I06-169	S WHITNEY & SPRINGVIEW	17	10	Stop-Sign-Controlled Intersection	Rocklin
10	I06-142	6721 FIVE STAR	I06-141	6731 FIVE STAR	131	8	Commercial Parking Lot	Rocklin
11	I06-143	6710 FIVE STAR	H06-071	6800 FIVE STAR	209	8	Commercial Parking Lot	Rocklin
12	I06-146	5600 CASA GRANDE	I06-147	5436 CASA GRANDE	308	6	Low Volume/Low Speed Road	Rocklin
13	I07-052	6225 RAINIER	H07-057	6235 RAINIER	303	6	Low Volume/Low Speed Road	Rocklin
14	J07-003	3040 UNION	J07-005	3046 UNION	134	10	Low Volume/Low Speed Road	Rocklin
15	J07-005	3046 UNION	J07-006	EASEMENT	346	10	Easement Road	Rocklin
16	J07-007	EASEMENT	J07-060	EASEMENT	448	18	Easement Road	Rocklin
17	J07-008	EASEMENT	J07-007	EASEMENT	462	18	Easement Road	Rocklin
18	J07-011	EASEMENT	J07-058	EASEMENT	233	15	Easement Road	Rocklin
19	J07-012	EASEMENT	J07-013	EASEMENT	440	18	Easement Road	Rocklin
20	J07-019	5430 WHITNEY	I07-032	WHITNEY & PARAGON	298	8	Low Volume/Low Speed Road	Rocklin
21	J07-020	5375 WHITNEY	J07-019	5430 WHITNEY	294	8	Low Volume/Low Speed Road	Rocklin
22	J07-021	5330 WHITNEY	J07-020	5375 WHITNEY	403	8	Low Volume/Low Speed Road	Rocklin
23	J07-028	5240 PARAGON	J07-022	WHITNEY & PARAGON	381	8	Low Volume/Low Speed Road	Rocklin
24	J07-033	2560 LODGE STAR	J07-032	5395 PARAGON	168	8	Low Volume/Low Speed Road	Rocklin
25	J07-061	EASEMENT	J07-064	EASEMENT	174	10	Easement Road	Rocklin
26	J07-F03	4980 WHITNEY	J07-026	5000 WHITNEY	131	8	Low Volume/Low Speed Road	Rocklin
27	J08-054	4360 WILLOWGLEN	J08-055	4355 WILLOWGLEN	167	18	Low Volume/Low Speed Road	Rocklin
28	K07-002	4385 MIDAS	K07-003	4445 MIDAS	423	8	Low Volume/Low Speed Road	Rocklin
29	K07-016	4628 WHITNEY	K07-018	2625 BONANZA	230	8	Low Volume/Low Speed Road	Rocklin
30	K07-038	4905 TOPAZ	K07-043	WHITNEY & TOPAZ	370	8	Low Volume/Low Speed Road	Rocklin
31	K07-059	3005 ARGONAUT	K07-060	3050 ARGONAUT	274	6	Low Volume/Low Speed Road	Rocklin
32	K08-024	4700 KENNEDY	K08-023	3360 ARGONAUT	445	6	Low Volume/Low Speed Road	Rocklin
33	K08-027	EASEMENT	K08-026	3400 ARGONAUT	141	6	Low Volume/Low Speed Road	Rocklin
34	K08-033	3335 MIDAS	K08-031	MIDAS & ARGONAUT	422	8	Low Volume/Low Speed Road	Rocklin
35	L07-001	4290 MIDAS	L07-084	4340 MIDAS	402	8	Low Volume/Low Speed Road	Rocklin
36	L07-005	WHITNEY	L07-006	WHITNEY	357	10	35 MPH Road	Rocklin
37	L07-083	4525 MIDAS	L07-001	4290 MIDAS	377	8	Low Volume/Low Speed Road	Rocklin
38	L07-084	4340 MIDAS	K07-002	4385 MIDAS	402	8	Low Volume/Low Speed Road	Rocklin
39	L07-F01	4235 MIDAS	L07-083	4525 MIDAS	97	8	Low Volume/Low Speed Road	Rocklin
40	L08-021	3300 COPPER	L08-020	4160 CLOVER VALLEY	253	6	Low Volume/Low Speed Road	Rocklin
41	L08-023	3300 QUARTZ	L08-022	4220 CLOVER VALLEY	250	6	Low Volume/Low Speed Road	Rocklin
42	L08-028	4220 MIDAS	L08-029	MIDAS & RAWHIDE	212	6	Low Volume/Low Speed Road	Rocklin
43	L08-F02	CLOVER VALLEY & SILVER	L08-009	4010 CLOVER VALLEY	151	6	Low Volume/Low Speed Road	Rocklin
44	L08-F03	3990 CLOVER VALLEY	L08-009	4010 CLOVER VALLEY	206	6	Low Volume/Low Speed Road	Rocklin
45	L10-010	4130 CITRUS	L10-008	4151 CITRUS	384	8	Low Volume/Low Speed Road	Rocklin

Table 'A'

SPMUD - Root Control Program 2022

Item	Up Manhole	Up MH Location	Down Manhole	Down MH Location	Pipe Length	Pipe Diameter	Notes	Encroachment Permitting Jurisdiction
46	L11-050	3995 BANKHEAD	FR-10	3995 BANKHEAD	13	12	Low Volume/Low Speed Road	Loomis
47	L12-038	3880 HOWARD	L12-012	EASEMENT	374	6	Low Volume/Low Speed Road	Loomis
48	M09-008	3805 CLOVER VALLEY	M09-009	3835 CLOVER VALLEY	269	6	Low Volume/Low Speed Road	Rocklin
49	M11-009	SIERRA COLLEGE & BANKHEAD	M11-010	3941 BANKHEAD	396	12	Low Volume/Low Speed Road	Loomis
50	M11-014	3791 BANKHEAD	M11-036	3847 BANKHEAD	138	8	Low Volume/Low Speed Road	Loomis
51	M11-015	3769 BANKHEAD	M11-014	3791 BANKHEAD	389	8	Low Volume/Low Speed Road	Loomis
52	M11-016	3691 BANKHEAD	M11-028	3739 BANKHEAD	315	8	Low Volume/Low Speed Road	Loomis
53	M11-017	3691 BANKHEAD	M11-016	3691 BANKHEAD	66	8	Low Volume/Low Speed Road	Loomis
54	M11-021	5455 SAUNDERS	M11-002	5350 SAUNDERS	335	8	Low Volume/Low Speed Road	Loomis
55	M11-029	3661 BANKHEAD	M11-017	3691 BANKHEAD	315	8	Low Volume/Low Speed Road	Loomis
56	M12-001	5629 SAUNDERS	M12-069	5475 SAUNDERS	471	8	Low Volume/Low Speed Road	Loomis
57	M12-002	5715 SAUNDERS	M12-001	5629 SAUNDERS	279	8	Low Volume/Low Speed Road	Loomis
58	M12-005	3699 BERG	M12-002	5715 SAUNDERS	541	6	Low Volume/Low Speed Road	Loomis
59	M12-006	3699 BERG	M12-005	3699 BERG	203	6	Low Volume/Low Speed Road	Loomis
60	M12-015	5844 WALNUT	M12-014	WALNUT & MAGNOLIA	175	6	Low Volume/Low Speed Road	Loomis
61	M12-016	TAYLOR & WALNUT	M12-066	3717 TAYLOR	188	8	25 MPH, Lane Closure	Loomis
62	M12-018	TAYLOR & OAK	M12-046	3785 TAYLOR	440	8	25 MPH, Lane Closure	Loomis
63	M12-019	OAK & MAGNOLIA	M12-020	5906 OAK	135	6	Low Volume/Low Speed Road	Loomis
64	M12-022	5950 OAK	M12-065	5965 OAK	166	6	Low Volume/Low Speed Road	Loomis
65	M12-045	3793 TAYLOR	M12-044	TAYLOR & CIRCLE	372	8	25 MPH, Lane Closure	Loomis
66	M12-046	3785 TAYLOR	M12-045	3793 TAYLOR	222	8	25 MPH, Lane Closure	Loomis
67	M12-066	3717 TAYLOR	M12-018	TAYLOR & OAK	291	8	25 MPH, Lane Closure	Loomis
68	M12-096	5465 SAUNDERS	M11-021	5455 SAUNDERS	331	8	Low Volume/Low Speed Road	Loomis
69	M12-F15	3799 MAGNOLIA	M12-F02	3900 CIRCLE	218	6	Low Volume/Low Speed Road	Loomis
70	M13-002	6076 HORSESHOE BAR	M13-003	6130 HORSESHOE BAR	292	6	25 MPH, Lane Closure	Loomis
71	M13-003	6130 HORSESHOE BAR	M13-004	HORSESHOE BAR RD OVERCROSSING	378	6	25 MPH, Lane Closure	Loomis
72	M13-009	EASEMENT	M13-014	EASEMENT	361	10	Easement Road	Loomis
73	M13-010	EASEMENT	M13-009	EASEMENT	278	10	Easement Road	Loomis
74	N11-005	5372 KING	N11-004	5370 KING	136	12	Low Volume/Low Speed Road	Loomis
75	N11-014	3449 REYMAN	N11-005	5372 KING	391	6	Low Volume/Low Speed Road	Loomis
76	N11-017	3570 BANKHEAD	N11-001	3614 BANKHEAD	366	8	Low Volume/Low Speed Road	Loomis
77	N11-F03	3387 REYMAN	N11-013	3403 REYMAN	179	6	Low Volume/Low Speed Road	Loomis
78	N12-018	5929 SAUNDERS	N12-019	5845 SAUNDERS	341	6	Low Volume/Low Speed Road	Loomis
79	N12-019	5845 SAUNDERS	N12-107	SAUNDERS & MCALLEN	491	6	Low Volume/Low Speed Road	Loomis
80	N12-039	3439 MARGARET	N12-041	5809 PEARSON	269	6	Low Volume/Low Speed Road	Loomis
81	N12-052	3594 BOONE	M12-003	5715 SAUNDERS	450	6	Low Volume/Low Speed Road	Loomis
82	N12-055	5693 CUTLER	N12-054	3436 FRANCIS	194	6	Low Volume/Low Speed Road	Loomis
83	N12-076	5578 JOAN	N11-010	3440 COLVIN	372	6	Low Volume/Low Speed Road	Loomis
84	N12-082	5775 HORSESHOE BAR	M12-017	3690 HORSESHOE BAR	463	6	Low Volume/Low Speed Road	Loomis
85	N12-083	3636 TAYLOR	N12-082	5775 HORSESHOE BAR	93	6	Low Speed Road	Loomis
86	N12-085	TAYLOR & WEBB	N12-109	HORSESHOE BAR	424	6	25 MPH, Lane Closure	Loomis
87	N12-105	5742 CRAIG	N12-043	3484 FRANCIS	368	6	Low Volume/Low Speed Road	Loomis
88	N12-F01	5968 SAUNDERS	N12-018	5929 SAUNDERS	215	6	Low Volume/Low Speed Road	Loomis
89	N12-F06	5852 CRAIG	N12-105	5742 CRAIG	317	6	Low Volume/Low Speed Road	Loomis
90	N12-F09	3405 MARGARET	N12-060	3381 MARGARET	261	6	Low Volume/Low Speed Road	Loomis

Table 'A'

SPMUD - Root Control Program 2022

Item	Up Manhole	Up MH Location	Down Manhole	Down MH Location	Pipe Length	Pipe Diameter	Notes	Encroachment Permitting Jurisdiction
91	N13-007	3431	N13-009	6147 CAMPHOR	249	10	Easement/Yard	Loomis
92	N13-008	3390 TAYLOR	N13-052	3431 TAYLOR	50	6	Edge of Road	Loomis
93	N13-017	EASEMENT	N13-034	EASEMENT	218	10	Elementary School Ball Field	Loomis
94	N13-F03	5980 WEBB	N12-085	TAYLOR & WEBB	232	6	Low Volume/Low Speed Road	Loomis
95	O12-057	5930 KEY	O12-058	5950 JETTON	222	8	Parking Lot	Loomis
96	P15-008	TAYLOR & PENRYN	P15-009	TAYLOR & PENRYN	86	8	Off Pavement	Placer County
97	S17-003	1250 KENTUCKY GREENS	S17-004	1285 RED RAVINE	219	8	Low Volume/Low Speed Road	Placer County
98	S17-005	1280 RED RAVINE	S17-006	EASEMENT	320	8	Low Volume/Low Speed Road	Placer County
99	S17-010	CARDOSA	S17-009	EASEMENT	161	8	Off Easement	Placer County
100	S17-012	RED RAVINE / EASEMENT	S17-011	RED RAVINE / EASEMENT	175	8	Off Easement	Placer County
101	S17-013	RED RAVINE / EASEMENT	S17-012	RED RAVINE / EASEMENT	237	8	Off Easement	Placer County
102	S17-015	RED RAVINE / EASEMENT	S17-022	RED RAVINE / EASEMENT	113	8	Off Easement	Placer County
103	S17-019	RED RAVINE / EASEMENT	S17-018	RED RAVINE / EASEMENT	313	8	Off Easement	Placer County
104	S17-020	RED RAVINE / EASEMENT	S17-019	RED RAVINE / EASEMENT	152	8	Off Easement	Placer County
105	S17-022	RED RAVINE / EASEMENT	S17-014	RED RAVINE / EASEMENT	126	8	Off Easement	Placer County
106	S18-005	1250 KENTUCKY GREENS	S17-003	1250 KENTUCKY GREENS	394	8	Private Driveway	Placer County
107	S18-014	1245 KENTUCKY GREENS	S18-013	1225 KENTUCKY GREENS	223	8	Private Driveway	Placer County
108	S18-015	EASEMENT	S18-014	1245 KENTUCKY GREENS	283	8	Private Driveway	Placer County
109	S18-016	EASEMENT	S18-015	EASEMENT	107	8	Off Easement	Placer County
110	S18-019	EASEMENT	S18-018	EASEMENT	257	8	Off Easement	Placer County
111	S18-020	EASEMENT	S18-019	EASEMENT	263	8	Off Easement	Placer County
112	S18-021	EASEMENT	S18-020	EASEMENT	184	8	Off Easement	Placer County
113	S18-022	EASEMENT	S18-021	EASEMENT	219	8	Off Easement	Placer County
114	S18-029	NEWCASTLE	S18-030	KELLOGG	490	8	Off Easement	Placer County
115	S18-031	KELLOGG	S18-019	EASEMENT	371	8	Off Easement	Placer County
116	T17-001	RED RAVINE	S17-020	RED RAVINE	55	8	Off Easement	Placer County
117	T17-002	RED RAVINE	T17-001	RED RAVINE	160	8	Off Easement	Placer County
118	T18-009	9314 CHANTRY HILL	T18-007	9300 CHANTRY HILL	483	6	Parking Lot / Low Volume/Low Speed Road	Placer County
119	T18-013	300 TAYLOR	T18-014	280 TAYLOR	157	6	Off Pavement	Placer County
120	T18-041	469 THRELKEL	T18-X16	EASEMENT	116	6	Low Volume/Low Speed Road	Placer County
121	T18-042	EASEMENT	T18-X18	EASEMENT	43	6	Easement/Yard	Placer County
122	T18-045	9042 HOWELL	T18-022	9060 OLD STATE HWY	189	6	Low Volume/Low Speed Road	Placer County
123	T18-067	8961 OLD STATE HWY	T18-X11	8961 OLD STATE HWY	30	4	Easement/Yard	Placer County
124	T18-080	505 MAIN	T18-135	9241 OLD STATE HWY	88	6	Low Volume/Low Speed Road	Placer County
125	T18-086	9093 OLD STATE HWY	T18-X25	9358 OLD STATE HWY	257	4	Parking Lot	Placer County
126	T18-091	9101 VALLEY VIEW	T18-048	9150 VALLEY VIEW	297	6	Low Volume/Low Speed Road	Placer County
127	T18-136	501 MAIN	T18-080	505 MAIN	96	6	Low Volume/Low Speed Road	Placer County
128	T18-F02	320 TAYLOR	T18-014	280 TAYLOR	186	6	Off Pavement/Edge of Road	Placer County
129	T18-F22	545 OLD STATE HWY	T18-089	9250 OLD STATE HWY	94	4	Off Pavement/Edge of Road	Placer County
130	T18-F25	9101 LINCOLN NEWCASTE HWY	T18-013	300 TAYLOR	260	6	Off Pavement/Edge of Road	Placer County
131	T18-X10	191 BUENA VISTA	T18-032	570 TAYLOR	87	4	Off Pavement/Edge of Road	Placer County
132	T18-X16	EASEMENT	T18-063	9001 OLD STATE HWY	135	6	Off Pavement/Edge of Road	Placer County
133	T18-X22	OLD STATE HWY & ORANGE	T18-044	SOUTH END OF ORANGE	130	6	Low Volume/Low Speed Road	Placer County
134	T19-002	9536 PARK	T19-001	9438 PARK	98	6	Low Volume/Low Speed Road	Placer County
135	T19-F02	9603 TUNNEL	T19-003	9619 TUNNEL	243	6	Low Volume/Low Speed Road	Placer County

Table 'A'

SPMUD - Root Control Program 2022

Item	Up Manhole	Up MH Location	Down Manhole	Down MH Location	Pipe Length	Pipe Diameter	Notes	Encroachment Permitting Jurisdiction
136	T19-X05	9536 PARK	T19-002	9536 PARK	43	6	Low Volume/Low Speed Road	Placer County

EXHIBIT "A"



SOUTH PLACER MUNICIPAL UTILITY DISTRICT
ROOT CONTROL PROGRAM 2022

ADDENDUM NO. 1
ROOT CONTROL PROGRAM 2022

ISSUED BY
SOUTH PLACER MUNICIPAL UTILITY DISTRICT (SPMUD)

This addendum shall provide additional information about the Root Control Program 2022 Program (Project). The following supplementary instructions shall be understood and implemented by the CONTRACTOR:

- See additional changes to the Specifications starting from next page.
- SPMUD will produce a Conformed Specifications after bid opening, and it will include all changes from every addendum of the project.

The information detailed in Addendum No. 1, is issued by South Placer Municipal Utility District.

Date: February 24, 2022

A handwritten signature in black ink that reads "Eric Nielsen".

Eric Nielsen, P.E.
Superintendent
South Placer Municipal Utility District

EXHIBIT "A"



SOUTH PLACER MUNICIPAL UTILITY DISTRICT
ROOT CONTROL PROGRAM 2022

ADDENDUM NO. 1

PART 1 GENERAL

1.1 DOCUMENT INCLUDES:

- A. Changes to Bid Documents.

1.2 CONTRACT INFORMATION:

- A. Project Name: ROOT CONTROL PROGRAM 2022
- B. Dated: February 10, 2022

PART 2 CHANGES

2.2 CHANGES TO CONTRACT DOCUMENTS:

- A. Section 1 – Construction License
 - 1. Delete the following sentence.
 - a. The successful bidder must possess a current State of California, Class "A" General Engineering or appropriate Class "B" General Contractor's License.
 - 2. Insert the following sentence in its place.
 - a. The successful bidder must possess a current State of California, Class "A" General Engineering or appropriate Class "C" Specialty Contractor's License.

PART 3 ACKNOWLEDGEMENT

3.1 Acknowledgement of receipt of this addendum is made by the authorized signature of the bidder below.



Authorized signature



Date

BRADEN BOYKO - VICE PRESIDENT

Signer's name and title (type or print)

- 3.2 This signed Addendum shall be attached to the submitted Bid Form.
- 3.3 All bids submitted without the signed acknowledgment of this Addendum will be rejected.

EXHIBIT "A"

**South Placer Municipal Utility District
5807 Springview Drive
Rocklin, California, 95677
(916)786-8555**



**Bidding Requirements
and
Contract Documents
For**

SPMUD – Root Control Program 2022

Prepared by:

**South Placer Municipal Utility District
Field Services Department**

Date: February 10, 2022

EXHIBIT "A"

Contract Documents
SPMUD – Root Control Program 2022

Table of Contents

Section	Title	Page
1	Notice to Contractors & Invitation to Bid	3
2	Bid Form & Bid Schedule	4
3	Subcontractors List	6
4	Compliance Statements	7
5	Contract for Services	9
6	Blank – (Not used)	13
7	Insurance Requirements	14
8	Bond Forms	15
9	General Conditions	17
10	Special Provisions	20
11	Technical Specifications	23
Appendix A	Table A – Root Control List – Mainline Pipe	
Appendix B	Facility Maps	

EXHIBIT "A"

SECTION 1

NOTICE TO CONTRACTORS / INVITATION TO BID

Sealed bids will be received at the office of the South Placer Municipal Utility District, 5807 Springview Drive, CA 95677 until 1:00 p.m. local time on March 15, 2022 at which time and place they will be publicly opened and read aloud for the:

SPMUD – Root Control Program 2022

Description of Work: The project scope of work includes the following:
Apply Chemical Root Treatment to 136 Mainline Pipe Segments: Diameters ranging from 4-inch to 18-inch and accumulative length totaling 34,040 feet.

The Contractor shall furnish all labor, equipment, materials, plant, and supervision to perform the work. SPMUD will perform pre-treatment root cutting at least 6 weeks prior to application of the product. Contractor shall provide traffic control measures, as required by encroachment permit issued by governing agency.

Completion of Work: All work shall be completed by June 30, 2022.

Obtaining Contract Documents: Contract Documents may be examined at the office of the South Placer Municipal Utility District, located at 5807 Springview Drive, Rocklin, CA 95677. A copy of bid documents may be obtained via Public Purchase at

<https://www.publicpurchase.com/gems/login/login?&dst=>

Submission of Bids: All bids must be submitted no later than the time prescribed. Each bid must conform and be responsive to this notice and shall be made on the official bid forms furnished with the Contract documents. All bidders shall be registered with State of California, Department of Industrial Relations (DIR). Their DIR registration number and the Project Name shall placed on the outside of the submittal envelope. A Bid Bond (or cash, cashier's check, or certified check) of not less than 10% of the aggregate total of the bid is required to be submitted with the sealed bid.

Construction License: The successful bidder must possess a current State of California, Class "A" General Engineering or appropriate Class "B" General Contractor's License.

Award: The award shall be made to the lowest responsible bidder whose proposal complies with the specified requirements. The Contractor shall execute the Contract within ten (10) business days after he has received the Contract from the District. The District reserves the right to: (1) waive any irregularity in the bids, (2) reject any and all bids, and (3) make all awards in the best interest of the District.

Bonds and Insurance: The successful bidder shall furnish copies of labor and material bonds, faithful performance bonds and required liability and property damage insurance. The amounts of liability and property damage insurance will not be less than the amounts shown in the Contract and must include an Additional Insured Endorsement to the Contractor's Liability insurance policy naming South Placer Municipal Utility District, its officers and employees as additional insured.

Disqualification of Bidder: If there is a reason to believe that collusion exists among any bidders, none of the bids of the participants in such collusion will be considered and the District may likewise elect to reject all bids received.

The District has programmed \$50,000 for this project.

By: Eric Nielsen
Eric Nielsen, Superintendent

Date: February 10, 2022

EXHIBIT "A"

SECTION 2

BID FORM

TITLE
Sealed Bids covering the work described in the attached documents entitled:

SPMUD – Root Control Program 2022

are being accepted at the South Placer Municipal Utility District office, located at 5807 Springview Drive, CA 95677 until 1:00 p.m. on March 15, 2022. Information may be obtained from the District at (916) 786-8555 between 8:00 a.m. – 3:30 p.m. M-F.

BID (This section to be completed by bidder.)	DATE:
--	--------------

The undersigned agrees, if this bid is accepted, to complete the work specified in strict accordance with the contract documents by June 30, 2022.

BID: \$ 52,394.70 (TOTAL SUM)

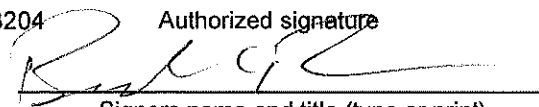
Amount in words: FIFTY TWO THOUSAND THREE HUNDRED NINETY FOUR AND 70/100 dollars

This includes all applicable taxes and fees. Bids are to be submitted for the entire work on this Bid Form. The bidder shall attach his Bid Schedule with his bid. Discrepancies between words and figures will be resolved so that the written words shall be binding on the bidder. If this bid shall be accepted and the undersigned shall fail to enter into the contract within 10 business days after the bidder has received notice from the District that the contract has been awarded, the District may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of such bid security accompanying the acceptance thereof shall operate and same shall be the property of the South Placer Municipal Utility District. The undersigned further agrees, for any contract award resulting from this bid, to furnish evidence of insurance acceptable to the District.

Bidder's comments and exceptions:

BIDDER INFORMATION

Name and address of bidder:
DUKE'S ROOT CONTROL, INC
1020 HIAWATHA BLVD W; SYRACUSE, NY 13204

Authorized signature

Signers name and title (type or print)
BRADEN BOYKO - VICE PRESIDENT

Phone No.: 315-472-4781
827327
License No. _____
Fax No.: 315-475-4203

EXHIBIT "A"

BID SCHEDULE

SPMUD – Root Control Program 2022

	DESCRIPTION	LINE COUNT	QTY	UNIT	UNIT COST	ITEM COST
1	Apply Root Foam to 4-inch mainline segments	4	468	L.F.	\$1.43	\$669.24
2	Apply Root Foam to 6-inch mainline segments	57	14,161	L.F.	\$1.43	\$20,250.23
3	Apply Root Foam to 8-inch mainline segments	56	14,864	L.F.	\$1.43	\$21,255.52
4	Apply Root Foam to 10-inch mainline segments	9	2,132	L.F.	\$1.56	\$3,325.92
5	Apply Root Foam to 12-inch mainline segments	4	626	L.F.	\$1.76	\$1,101.76
6	Apply Root Foam to 15-inch mainline segments	2	273	L.F.	\$2.99	\$816.27
7	Apply Root Foam to 18-inch mainline segments	4	1,517	L.F.	\$3.28	\$4,975.76

TOTAL

\$52,394.70

NOTES:

- a) Mobilization/Demobilization is included in the unit cost.
- b) Permits: Contractor is responsible to obtain (1) encroachment permit from governing agency (listed in Table A) and provide traffic control measures, as required by encroachment permit and (2) water permit from Placer County Water Agency. These costs shall be considered included in the unit cost for the application of root foam.
- c) Entry into any District sewer manholes are permit required confined space entries. All costs associated are included in the unit cost.

Refer to Appendices for further details. The Item numbers in the Tables relate to the number callouts on the project web map that can be found at the following url.
<https://lucity.spmud.com/portal/apps/webappviewer/index.html?id=fc94f4b2f78a4232bb2b8796adac8fdb&extent=-13512461.8329%2C4687224.792%2C-13475772.0594%2C4704365.7956%2C102100>

All labor, equipment, materials, plant, supervision and all other items and incidentals that are required to complete this job in accordance with the plans and specifications are included in the items in the Bid Schedule and no additional compensation will be made by the District.

EXHIBIT "A"

SECTION 3

LIST OF SUBCONTRACTORS

The Bidder shall list the name and address of each subcontractor, required to be listed by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the State Standard Specifications, to whom the Bidder proposes to subcontract portions of the work. *The California Contractor License Designation and number shall be included for all subcontractors doing work more than \$5,000.*

Name: NONE -- N/A	License Designation / Nbr.:
Address:	
% of Work Subcontracted per Bid Item:	
Description of Portion of Work Subcontracted w/Applicable Bid Items:	
Name:	License Designation / Nbr.:
Address:	
% of Work Subcontracted per Bid Item:	
Description of Portion of Work Subcontracted w/Applicable Bid Items:	
Name:	License Designation / Nbr.:
Address:	
% of Work Subcontracted per Bid Item:	
Description of Portion of Work Subcontracted w/Applicable Bid Items:	
Name:	License Designation / Nbr.:
Address:	
% of Work Subcontracted per Bid Item:	
Description of Portion of Work Subcontracted w/Applicable Bid Items:	
Name:	License Designation / Nbr.:
Address:	
% of Work Subcontracted per Bid Item:	
Description of Portion of Work Subcontracted w/Applicable Bid Items:	

EXHIBIT "A"

SECTION 4

COMPLIANCE STATEMENTS

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, and manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

EXHIBIT "A"

LABOR CODE § 1773

Wage Rates: Bidders are hereby notified that California Director of Industrial Relations has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the work. It shall be mandatory for Contractor and any subcontractor under him to pay not less than the said specified rates to laborers and workmen employed by them in the execution of the Contract.

GOVERNMENT CODE § 12990

Nondiscrimination Compliance: This contract is subject to State contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

PUBLIC CONTRACTS CODE, STATE OF CALIFORNIA § 22300

Retention: This Contract will contain provisions permitting the successful bidder to substitute securities for any moneys withheld by the District to ensure performance under the Contract; or, alternately, the Contractor may request that the District make payments of retentions earned directly to an escrow agent, at the expense of the Contractor. The form of escrow agreement and securities eligible for investment shall be governed by said Section 22300.

WORKER'S COMPENSATION CERTIFICATION

I, BRADEN BOYKO - VICE PRESIDENT, make the following certification in accordance with the requirements of California Labor Code Section 1861: I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing performance of the work of this contract.

DEPARTMENT OF INDUSTRIAL RELATIONS, LABOR CODE SECTION 1725.5

No contractor or subcontractor may be listed on a bid proposal for a public works project exceeding \$25,000 (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Public Contractor Registration NOT required when the prime contract does not exceed \$25,000 for construction, alteration, demolition, installation or repair, or \$15,000 for maintenance work.

Notes: All the above Statements, Questionnaire, and Non-Collusion Affidavit are all a part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of these Statements, Questionnaire, and Non-Collusion Affidavit. Bidders are cautioned that making false certifications may subject the certifier to criminal prosecution.

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors
From: Herb Niederberger, General Manager
Cc: Carie Huff, District Engineer
Subject: Placer County Local Agency Formation Commission Updates
Meeting Date: April 7, 2022

Background

In general, South Placer Municipal Utility District establishes its service area boundaries in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Act). The Act establishes procedures for local government changes of organization, including annexations to a city or special district, and city and special district consolidations. Local Agency Formation Commissions (LAFCOs) have numerous powers under the Act, but those of primary concern are the power to act on local agency boundary changes and to adopt spheres of influence for local agencies.

The District provides sewer service to properties located outside of its boundaries but within its Sphere of Influence (SOI) either through an out-of-area service agreement or through annexation. Historically, the District processed out-of-area service agreements when the property was not contiguous to the existing District boundary, and annexations when the property was contiguous.

However, after the annexation application for 3344 Boyington Road was submitted to LAFCO in July of 2021, the District was notified by the Placer County LAFCO Executive Officer that: 1) the application was insufficient to process as an annexation; and 2) contiguity to the existing District boundary is not a requirement for annexation. Subsequently, 3344 Boyington Road was allowed to connect to public sewer through an out-of-area service agreement while the application for annexation was further reviewed and refined. During this review, the District Engineer and the LAFCO Executive Officer reviewed the District's processes for both out-of-area service agreements and annexations and discovered discrepancies that need to be resolved moving forward. The District is obligated to modify the out-of-area service agreement and annexation process as follows:

1. Create a District application for out-of-area service agreements and annexations.
2. Coordinate with LAFCO prior to application regarding properties that desire to connect to the District's public sewer.
3. Immediate connection to the District's sewer facilities will be allowed via an out-of-area service agreement to benefit public health and safety. These agreements will transition to annexations through the LAFCO process; however, since the annexation process is more

involved and takes additional time, connection will not be held up during the application process.

4. Annexations will be required in instances where there is no immediate threat to public health or safety.
5. The District will require the applicant to prepare the map and geographic description to submit as part of the application to LAFCO.
6. The District will make the California Environmental Quality Act (CEQA) findings, prepare a plan for providing service, and provide a Resolution of Application to LAFCO.
7. The District will review and approve the master property tax exchange agreement with Placer County.
8. LAFCO and the District will update the Municipal Services Review (last updated in 2010) in the next year. Moving forward, this process will occur every five years or as necessary.

There are currently seven properties that the District serves through out-of-area service agreements that are now required to be annexed. Staff is in the process of preparing the appropriate documentation for each property to present to the board at a future meeting to submit to LAFCO:

1. Signed letter from each property owner consenting to annexation.
2. Map and Description for each property.
3. CEQA exemption for each property.
4. Resolution of application requesting change of organization of territory for the properties.
5. Master tax share agreement with Placer County.
6. Annexation and Board of Equalization fees.

District staff is also reviewing the District's boundary in relation to information from LAFCO and the Board of Equalization. District staff has identified discrepancies and is working with LAFCO to resolve these issues. The District is required to pursue annexation of the seven properties previously served through out-of-area service agreements.

It should be noted that the District's prior out-of-area service agreements contained a provision that required the cost of future annexation to be borne by the property owner. The provision was dependent upon the annexation of more than 50% of the contiguous properties and that the cost of the annexation would be spread among the property owners. Staff believes that this cost burden for the properties is no longer applicable. LAFCO does not require that the properties to be annexed be contiguous or that more than 50% approve of the annexation. In addition, some of the out-of-area service agreements are more than forty years old and the current property owner may not be aware of a prior owner's obligation. Staff would like to proceed with the District bearing all costs.

Recommendation

Staff recommends that the Board direct staff to:

1. Pursue annexation for seven properties previously served through out-of-area service agreements.

2. Utilize the Fee and Finance Advisory Committee to negotiate a master property tax exchange agreement with Placer County for Board consideration.
3. Prepare a resolution regarding these annexations, making the appropriate CEQA findings for Board consideration at a future meeting.

Strategic Plan Goals

This action is consistent with SPMUD Strategic Plan Goals:

Goal 3.1: Plan all projects to ensure adherence to District standards and ordinances.

Fiscal Impact

Costs will be incurred in two categories:

1. Approximately \$15,000 to prepare all the maps and descriptions which will be included as professional services within the FY 2021/22 General Fund (100) budget; and
2. A \$6,000 LAFCO fee to process the annexations which will be included in the FY 2022/23 budget.

Further annexation costs will be the responsibility of the property owner at the time of application.

GENERAL MANAGER REPORT

To: Board of Directors
From: Herb Niederberger, GM
Date: April 7, 2022
Subject: General Manager Monthly Activity Report – March 2022

1) DEPARTMENT REPORTS

Attached are the monthly status reports for the Board's information:

- A. Administrative Services Department,
- B. Field Services Department, and
- C. Technical Services Department.

The Department Managers are prepared to answer any questions from the Board.

2) INFORMATION ITEMS

- A. On March 2, 2022, the General Manager, along with President Mitchell attended the Joint Chamber of Commerce Government Relations Committee meeting to hear Todd Leopold, Placer County CEO present the State of the County.
- B. On March 9, 2022, the General Manager along with the District Superintendent, Eric Nielsen, and the District Engineer, Carie Huff attended the Loomis State of the Town, featuring Mayor, Jenny Knisley.
- C. On March 10, 2022, the General Manager and District Engineer met with Jeff Carpenter, the consulting engineer to discuss design issues associated with the proposed College Park development across from Sierra College. The sewer collection system design is flawed and contains an unnecessary lift station. We offered design changes that would eliminate the lift station and save the developer more than \$1 million.
- D. On March 16, 2022, the General Manager, District Engineer, and Administrative Services Manager met via Zoom Meeting with the District General Counsel to discuss: 1) Permit requirements to allow PG&E access to District facilities; 2) Compliance with lot splits due to ADU legislation (SB9); 3) The possibility of imposing a Schedule of Fines, examples and parameters; 4) Creation of a Cease and Desist letter example (Corona Circle access road); 5) Revising Credit and Reimbursement agreements to comply with the Sewer Code; 6) R/R Permit Payments; 7) Standardized form for CEQA compliance; 8) Boss811 software agreement review; 9) Status of CalPERS EPMC lawsuit; and 10) BBK Engagement Letter.
- E. On March 17, 2022, the General Manager participated in a Microsoft Teams meeting with the SPWA partners to discuss the Scope of Work for the pending SPWA Participation Fee recalculation.

F. On March 23, 2022, the General Manager and Administrative Services Manager met with representatives of the Employee Group to discuss revisiting the Cost-of-Living Adjustment for 2022 in accordance with the MOU adopted per Resolution 20-16.

G. Advisory Committee Meetings:

- i. On March 28, 2022, the Strategic Plan Advisory Committee met with the District Superintendent and the General Manager to hear a briefing on the findings of the SWOT (Strength, Weaknesses, Opportunities and Threats) analysis in preparation to the development of an update to the District Strategic Plan.

3) PURCHASE ORDERS/CONTRACTS INITIATED UNDER GENERAL MANAGER AUTHORITY

PO Req#	Date	Vendor	Description	Amount
250	03/11/2022	Helix Environmental Planning	Tree Survey	\$ 3,400
251	03/16/2022	Williams & Paddon	Bidding and Negotiation Services	\$ 5,500
252	03/21/2022	Rower Corporation	Corona Circle Access Gate and Fence	\$ 7,980
253	03/21/2022	Innovyze Inc.	InfoSuite Software Renewal	\$ 8,433
255	03/30/2022	Business Oriented Software Solutions	811 Ticket Management Software	\$ 3,200

4) LONG RANGE AGENDA

April 21, 2022 Special Meeting

- Award Corp Yard Improvement Contract
- LAFCO Special District Nominee

May 2022

- Approval of Retention Schedule
- Approval of Ordinance changing Sewer Code regarding Reimbursement timing
- Quarterly Investment report
- Placer county election Consolidation
- SCADA Master Plan Update
- Strategic Plan Workshop #2

June 2022

- FY 23/23 Budget workshop
- Adopt Fee Schedule & Schedule of Values
- Delinquent Account Assignment
- CIPP Contract

July 2022

- Budget Approval
- SPWA Update

Item 8.2.1

ITEM VIII. ASD REPORT

To: Board of Directors

From: Emilie Costan, Administrative Services Manager

cc: Herb Niederberger, General Manager

Subject: Administrative Services Department Monthly Report

Meeting Date: April 7, 2022

CalPERS CERBT & CEPPT Webinar

On March 9, 2022, the Administrative Services Manager attended a webinar presented by CalPERS where information was shared regarding upcoming changes to the asset allocations and market assumptions that will impact the CERBT (OPEB Trust) and CEPPT (Pension Trust) investment strategies. The changes are expected to be implemented in July.

Empower Retirement 457 Account Overview

On March 30, 2022, Administrative Services Staff facilitated a benefit and online platform overview to share information about the 457 Mutual Fund benefit offered through Empower Retirement. Employees could also participate in an individual retirement account reviews with a representative from Empower Retirement following the all-staff overview.

Bills of Sale added to Laserfiche

Administrative Services Staff added the Bills of Sale record series to Laserfiche. Six hundred thirty-one new records were indexed and added to the electronic repository.

Commercial Billing Updates

In March, Administrative Services Staff began working on updates to utility billing accounts as a result of the quarter three commercial account audit in Central Rocklin performed by Technical Services staff. Over three hundred accounts have been reviewed to ensure accurate billing and notification letters have been sent to impacted customers per Policy 3160 – Utility Billing Reconciliation & Payment Policy.

March Monthly Investment Transactions per GC §53607

DEPOSITS, TRANSFERS, OR WITHDRAWALS

CalTRUST: None

LAIF: None

Placer County: None

ITEM VIII. FSD REPORT

To: Board of Directors
From: Eric Nielsen, Superintendent
Cc: Herb Niederberger, General Manager
Subject: Field Services Department Monthly Report
Meeting Date: April 7, 2022

Department Overview

This section provides the Board an update on the news and major tasks from the Field Services Department (FSD).

1. Break Room Addition, Locker Room, and Lobby Improvements

- a. The mandatory pre-bid meeting was held on March 10 and the bid opening is scheduled for April 7. Staff plans to present the Board a contract to award at a special board meeting on April 21. The start of construction is planned to commence in May 2022 and reach substantial completion by June 2023.

2. SCADA Master Plan

- a. The Supervisory Control and Data Acquisition (SCADA) Master Plan will be finalized in the month of April and the results and recommendations are planned to be presented to the Board at the regularly scheduled meeting on May 5, 2022.
- b. The recommendations will be considered and used as a basis for developing a set of plans to phase the installation/construction of improvements to the District's SCADA system.

3. Cured-in-Place Pipe Contract

- a. Staff is developing the bid documents for the annual cured-in-place pipe (CIPP) rehabilitation project. Lining sewer mainlines and laterals in this way lessens the risk for issues related to roots and infiltration. Staff plans to present the Board a contract to award at the regularly scheduled board meeting on June 2, 2022.

4. CCTV Software

- a. Software implementation is underway. The update will make closed circuit television video (CCTV) inspection and condition assessment records more easily accessible to District staff, improving the timeliness and accuracy of analysis for work planning and customer service responses. Staff intends to provide a presentation and demonstration of the software to the Board at the regularly scheduled board meeting on July 7, 2022.

Reporting

This section provides the Board an overview of the Field Services Department operations and maintenance activities through 2/28/2022. The work listed is not all inclusive.

1. Lost Time Accidents/Injuries (OSHA 300)

- a. Zero (0)
 - i. 2008 days without a Lost Time Accident/Injury

2. Safety/Training/Professional Development

- a. Field Services employees participated in training for the following:
 - i. SSO Response for Supervisors
 - ii. Confined Space
 - iii. CASE Front Loader
 - iv. Anti-Harassment Training
 - v. Back Injury Prevention
 - vi. Eye Protection

3. Customer Service Calls

- a. Response Time Goals over the Last 12 Months

	Goal	Average	Success Rate
During Business Hours	< 30 minutes	17 min	97%
During Non-Business Hours	< 60 minutes	46 min	

Service Calls - February

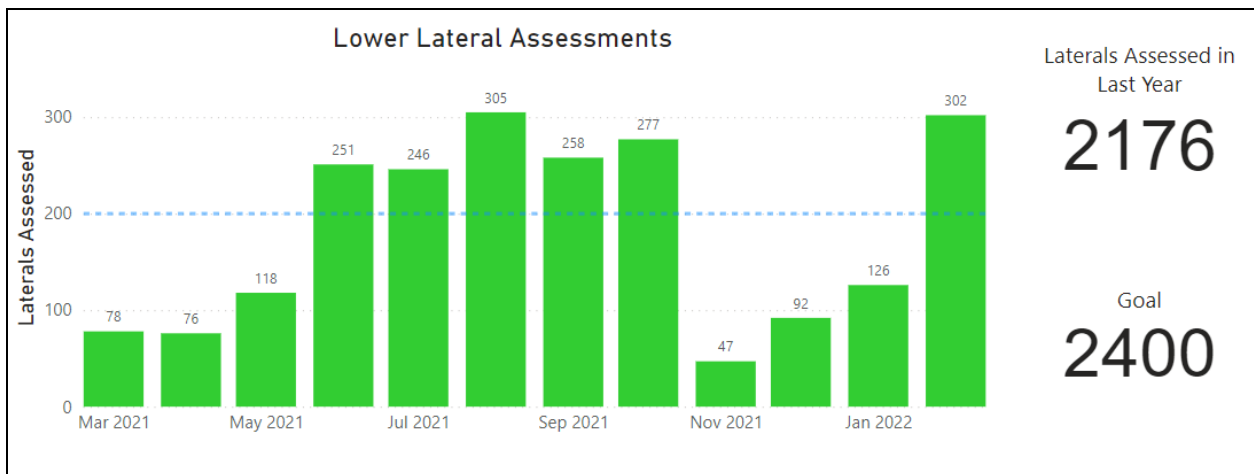
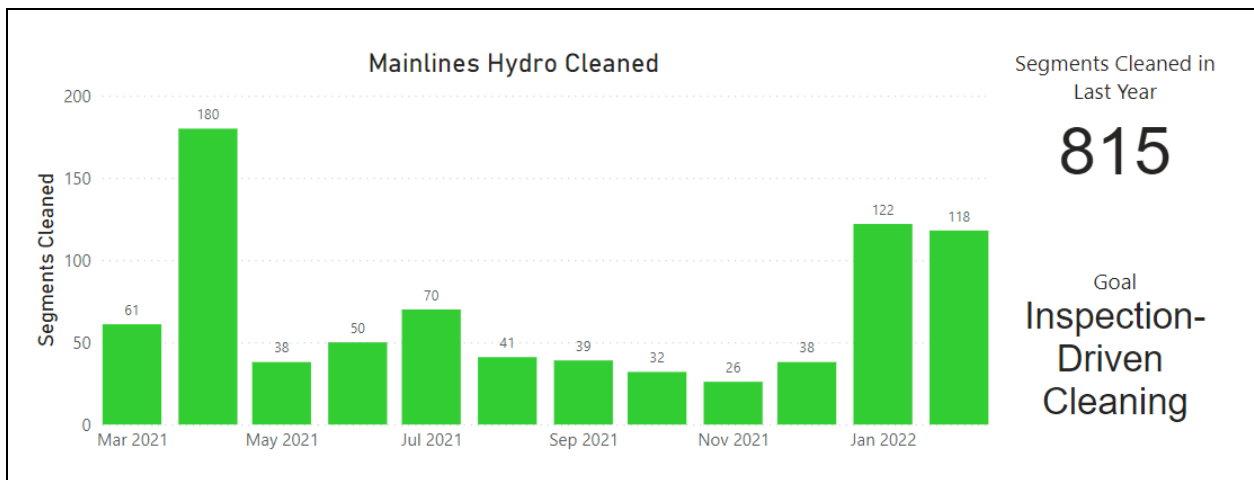
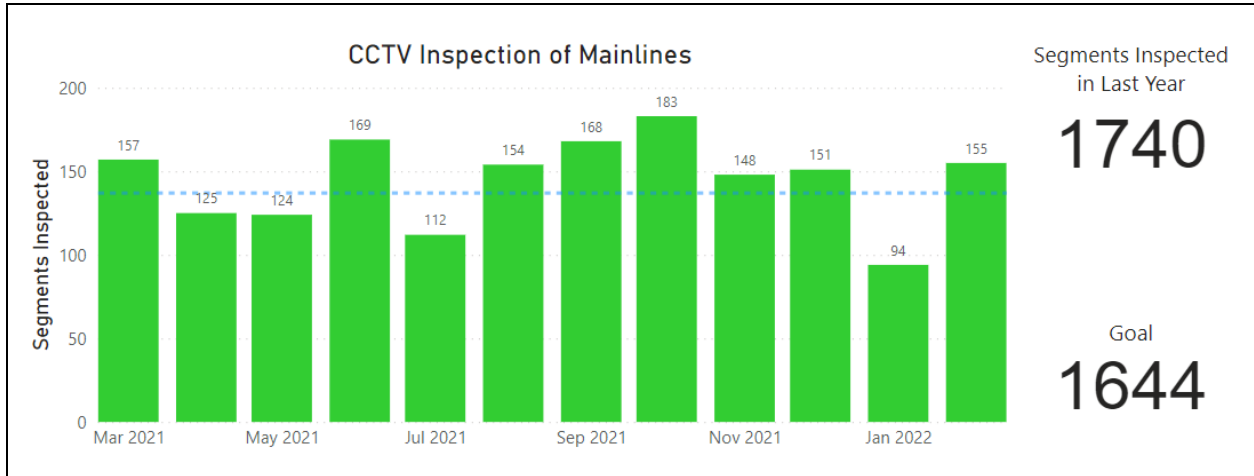
Responsibility	SSO	Stoppage	Odor	Alarm	PLSD	Vermin	Misc
SPMUD Responsibility	1			2			2
Owner Responsibility		3			4		5
N/A			1				
Total	1	3	1	2	4		7

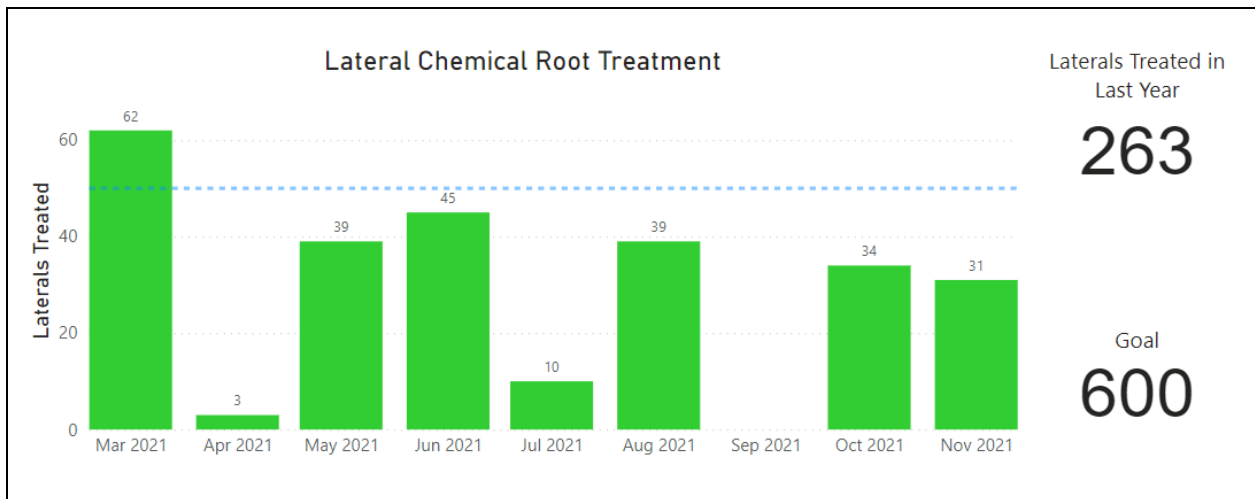
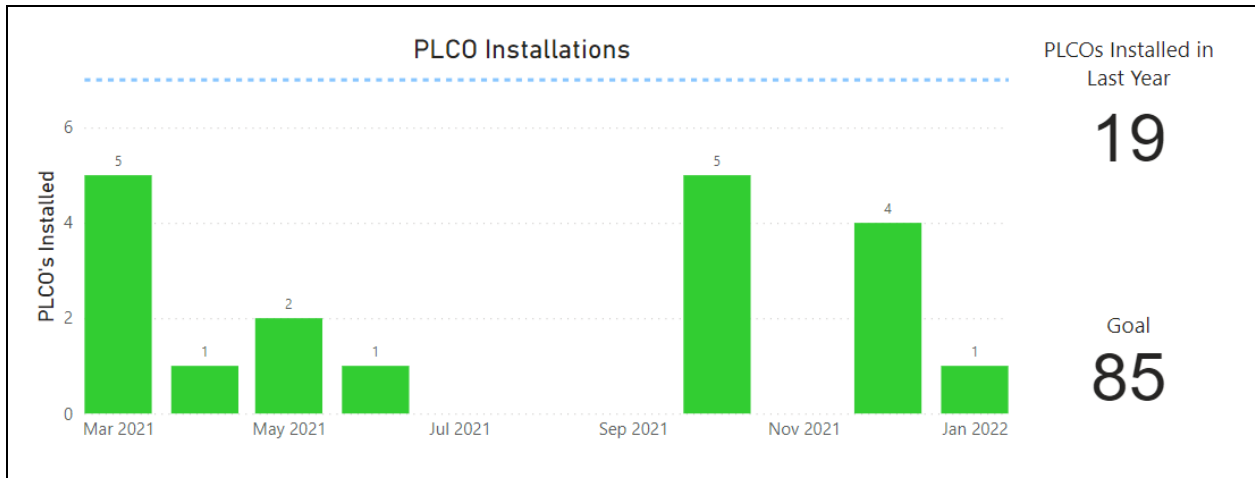
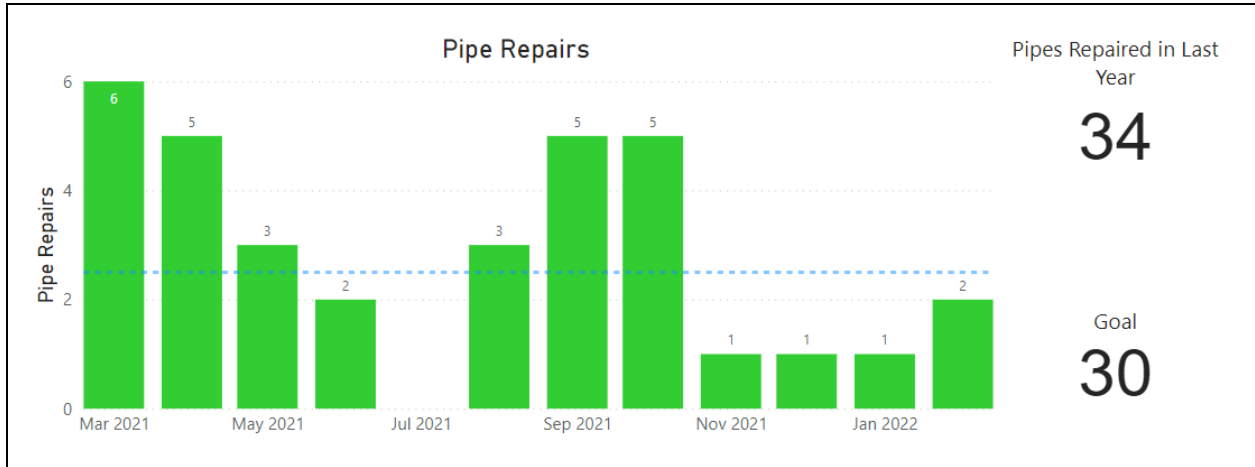
Total Service Calls

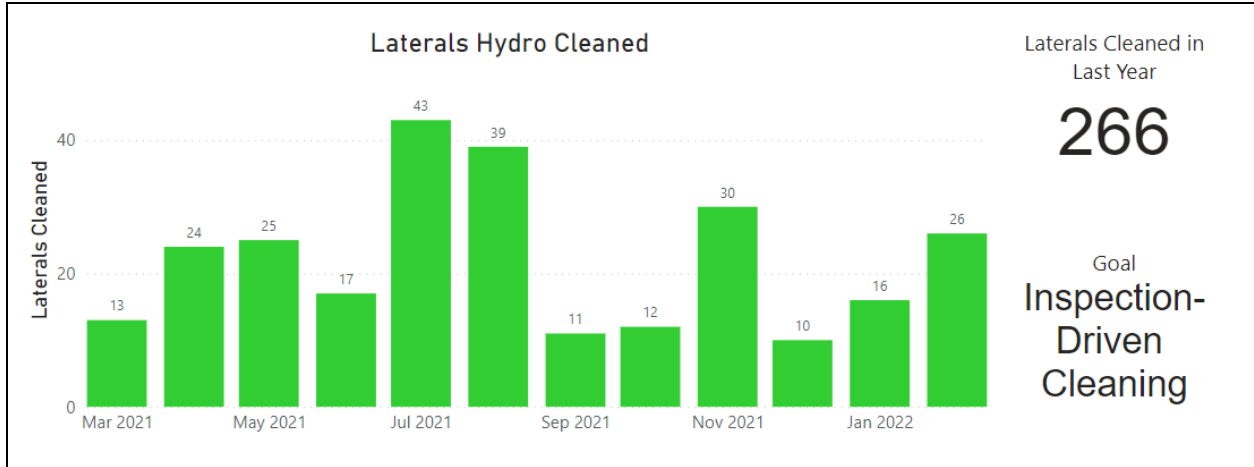
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4. Production

a. The information provided below is not inclusive of all work completed.







Item 8.2.3

ITEM VIII. TSD REPORT

To: Board of Directors
From: Carie Huff, District Engineer
Cc: Herb Niederberger, General Manager
Subject: Technical Services Department Monthly Report
Board Date: April 7, 2022

TSD Updates

TSD initiated construction of the gate at the Corona Circle knuckle. Once this gate is in place, the temporary fence that prevented pedestrian access during construction will be removed and staff will pursue repair of the access road behind Corona Circle.

The District Engineer attended the State of the Town of Loomis on March 9th and then met with the Town Engineer to discuss several Town projects, including the widening of Sierra College Boulevard and Taylor Road and several development projects. These projects will affect the existing District facilities in the area.

The City of Rocklin’s Pacific Street and Rocklin Road Roundabout project is underway, and the District is working through the submittal process with the subcontractor that will be completing the sewer work. Construction is now anticipated to start in mid-April.

The District was notified in early February that USA 811 will stop providing the free, web-based ticket management software as of July 1st, 2022. Since then, TSD staff researched various options for ticket management software and is moving forward with the transition to Boss811. Boss811 was the most cost-effective software and provided the most features to manage online USA tickets.

TSD staff completed USA locator training on March 29th. This training is required annually for those who mark District facilities.

TSD staff is working with the City of Roseville on implementing an industrial user pre-treatment program for car washes, automotive maintenance facilities, gas stations, laundromats, medical offices, and printing facilities. Additional information will be presented at a future board meeting.

Easement Acquisition

The District is in midst of negotiations for easement acquisition with the property owner on Saunders Avenue in Loomis. The easement has been surveyed and the arborist from Helix was on-site in late March to complete the inventory of the trees to be removed for construction of the access road. The tree inventory is a requirement of the purchase agreement. Staff will move forward with finalizing the acquisition once an agreement is reached.

The purchase agreement for the Newcastle property is with the title company awaiting the final check. The final purchase agreement is for \$21,207.19 which includes closing costs. These costs were included in the budget adjustment presented at the February 3rd board meeting.

Local Agency Formation Commission (LAFCO)

The District Engineer continues to work with LAFCO's Executive Director to resolve issues with existing out-of-area service agreements and annexations. The District Engineer will present the status of the process at the April 7 board meeting.

Commercial EDU Tracking

TSD completed entering of the historical data for commercial properties into the Lucity database and ASD is working to update billing. This new process ensures that all connection fees and applications are linked to each property in the Lucity/Central Square database and creates an electronic tracking system to streamline EDU calculations. During this process, several substantial errors have been corrected resulting in significant additional revenue. Once billing is updated, this will be the most accurate representation of EDU usage throughout the District to date. In addition, this establishes a baseline for commercial properties and allows TSD staff to track changes throughout the year and calculate participation fees through the assessment process annually.

FOG Program

The District's FOG Inspector completed seven core samples in February and continues to monitor and address pump out compliance. The District's inspection/core sampling process continues to proactively identify issues with grease removal devices and enforcement occurs through the warning of non-compliance process. The warning of non-compliance issued to Prime Wok in February was resolved and there are currently six more in process. The District is committed to working with these establishments to resolve the issues. Two grease control devices were installed within the last month at the new Starbucks located at 3091 Stanford Ranch Road and Kiki's Chicken at 3211 Stanford Ranch Road.

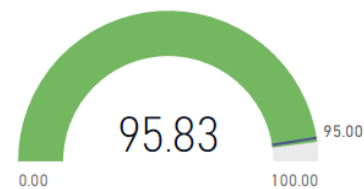
Department Performance Indicators

The following charts depict the efforts and performance of the department in the following areas of work as of February 28th, 2022. The charts are being created in a new reporting tool that directly connects to the District's data, improving the timeliness of reporting efforts and leveraging the District's investment in technology. Additional charts may be added in the future for other areas of work in the department.

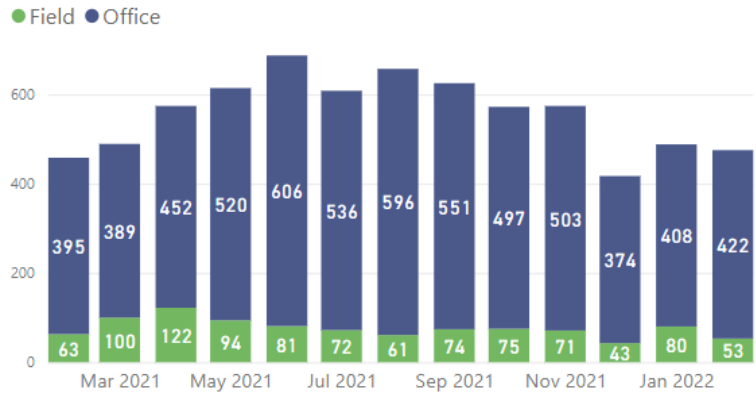
Plan Checks Completed - Monthly Totals



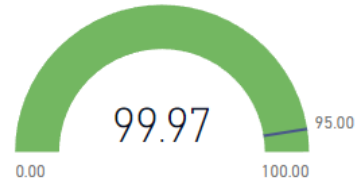
% "In Time" Plan Checks



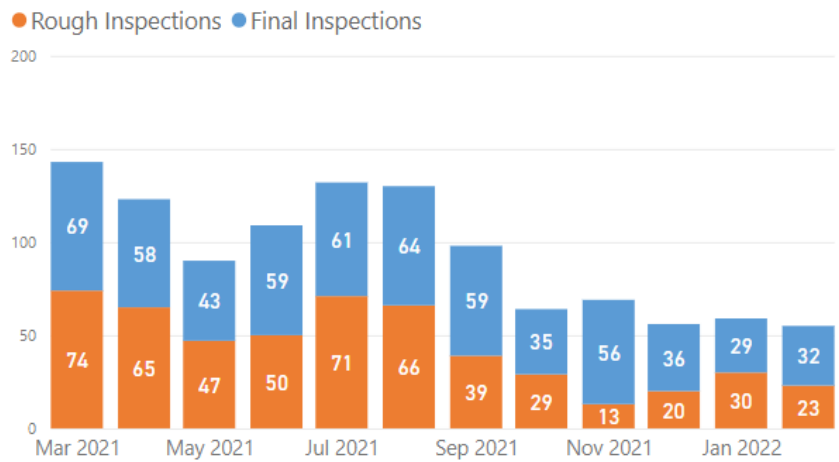
811 Responses - Monthly Totals



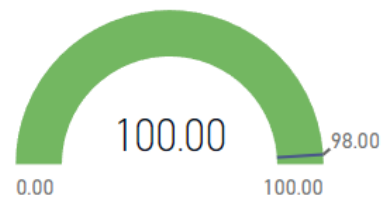
% "In Time" Responses



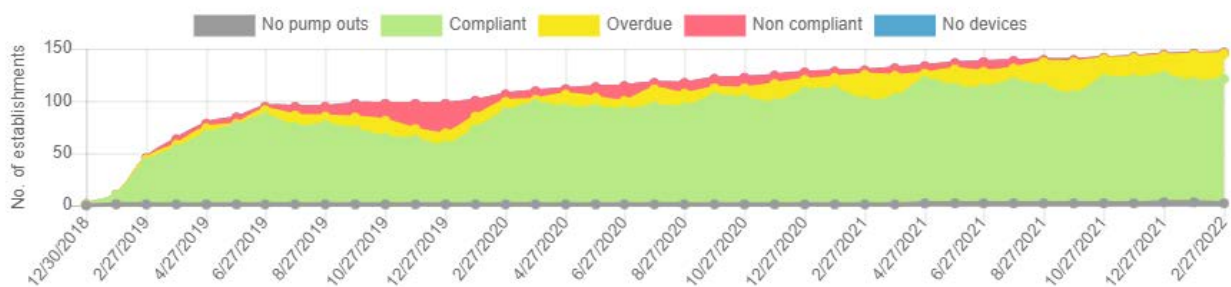
Building Sewer Inspections - Monthly Totals



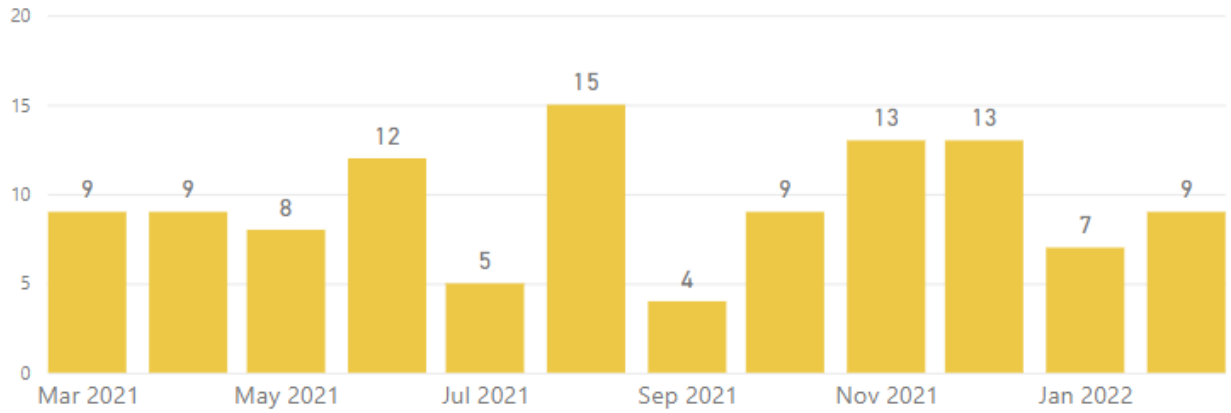
% "In Time" Inspections



FOG Compliance History



FOG Pickups - Monthly Totals



Grease Interceptor Inspections

Template ● GGI Core Sample Inspection - Outside ● GGI Pump Out/Cleaning Inspection ● HGI Core Sample Inspection - Insi...

