



**SPMUD BOARD OF DIRECTORS
REGULAR MEETING: 4:30 PM**

September 3, 2020

Zoom Meeting: 1 (669) 900-9128

Meeting ID: 891 8124 4633

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 web site (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, the September 3, 2020 meeting of the SPMUD Board of Directors will occur via teleconference using Zoom Meeting 1 (669) 900-9128, <https://us02web.zoom.us/j/89181244633>. 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

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

III. PLEDGE OF ALLEGIANCE

IV. CONSENT ITEMS

[pg 5 to 29]

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 September 3, 2020 meeting

1. MINUTES from the August 6, 2020 Regular Meeting. [pg 5 to 12]
2. ACCOUNTS PAYABLE in the amount of \$1,870,935.85 through August 26, 2020. [pg 13 to 16]
3. BILL OF SALE Acceptance of the Bill of Sale for Sewer Improvements within Sierra Pine, with an estimated value of \$2,939,708. [pg 17 to 29]

V. 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.

VI. 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. RESOLUTION #20-24 AUTHORIZATION TO EXECUTE CHANGE ORDER #6, #7, #8, #9 AND #10 TO THE CONTRACT FOR FOOTHILL TRUNK SEWER REPLACEMENT PROJECT [pg 30 to 42]

The District has a construction contract with Garney Pacific for the Foothill Trunk Sewer Replacement Project. Change Orders #6, #7, #8, #9 and #10 totaling \$203,218 are necessary due to unanticipated changes from the original contract.

Action Requested: Roll Call Vote

Staff recommends that the Board of Directors adopt Resolution 20-24, authorizing the General Manager to execute Change Orders #6, #7, #8, #9 and #10 to the Foothill Sewer Replacement Project construction contract.

2. RESOLUTION #20-25 AUTHORIZATION TO EXECUTE ADDENDUM 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH 347 GROUP FOR MONITORING SERVICES ON THE FOOTHILL TRUNK SEWER REPLACEMENT PROJECT [pg 43 to 49]

The District has a professional services agreement with the 347 Group to meet the permit requirement for cultural monitoring on the Foothill Trunk Sewer Replacement Project. Addendum #2 for \$20,000 is necessary to complete the remaining monitoring on the project.

Action Requested: Roll Call Vote

Staff recommends that the Board of Directors adopt Resolution 20-25, authorizing the General Manager to execute Addendum #2 with the 347 Group for Cultural Monitoring on the Foothill Trunk Sewer Replacement Project.

3. RESOLUTION #20-26 CALIFORNIA EMPLOYERS PENSION PREFUNDING TRUST (CEPPT) [pg 50 to 72]

In 2019, CalPERS established the California Employers' Pension Prefunding Trust (CEPPT), a Section 115 Trust where contributions/investments and investment returns can be made to address current and future pension costs. The FY20/21 Budget, adopted July 2, 2020, includes a one-time contribution of \$3M to fund a CEPPT account. Participation in CEPPT requires an agreement, delegation, and funding certification approved by the Board.

Action Requested: Roll Call Vote

Staff recommends that the Board of Directors adopt Resolution 20-26:

- 1. Authorizing the General Manager to enter into the attached Agreement and Election to Prefund Employer Contributions to a Defined Benefit Pension Plan.**
- 2. Approving the Delegation of Authority to Request Disbursements from CEPPT to the General Manager.**
- 3. Certifying the District's CEPPT Funding Policy.**
- 4. Authorizing the General Manger to take any additional steps necessary to participate in the CEPPT.**

4. STRATEGIC PLAN REPORT FOR FY2019/20 [pg 73 to 89]

Staff will provide a report of the Fiscal Year 2019/20 activities and provide comments regarding the status of the District's Goals and Objectives.

Action Requested: (Roll Call Vote)

Staff Recommends that the Board of Directors accept the Strategic Plan FY 19/20 Report

5. COVID-19 PANDEMIC ILLNESS [pg 90 to 91]

Staff will provide an update of District operations in response to the COVID-19 Outbreak.

Action Requested: Informational Item

6. RESOLUTION #20-27 REQUESTING THAT APPOINTMENTS ARE MADE BY THE PLACER COUNTY BOARD OF SUPERVISORS FOR WARDS #1, #4 AND #5 ON THE SPMUD BOARD OF DIRECTORS IN LIEU OF AN ELECTION

[pg 92 to 96]

Pursuant to Elections Code 10515(a) when there is an insufficient number of candidates to fill positions of the Board, the Placer County Board of Supervisors may appoint Directors in lieu of an election.

Action Requested: (Roll Call Vote)

Staff recommends that the Board of Directors adopt Resolution #20-27 requesting that the Placer County Board of Supervisors appoint Board Members for Ward #1, #4, and Ward #5 to the SPMUD Board.

VII. REPORTS [pg 97 to 107]

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 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.

VIII. 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.

IX. ADJOURNMENT

If there is no other Board business the President will adjourn the meeting to its next regular meeting on **October 1, 2020 at 4:30 p.m.**

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

Meeting	Location	Date		Time
Regular	Zoom Meeting	August 6, 2020		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 Murdock presiding at 4:35 p.m.

II. ROLL CALL OF DIRECTORS:

Present: President John Murdock, Vice President Will Dickinson, Director Jim Williams, Director Vic Markey, Director Jerry Mitchell

Absent: None

Vacant: None

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

III. PLEDGE OF ALLEGIANCE: Director Markey led the Pledge of Allegiance.

IV. CONSENT ITEMS:

1. MINUTES from the July 2, 2020 Regular Meeting.
2. ACCOUNTS PAYABLE in the amount of \$1,108,840 through July 28, 2020.
3. QUARTERLY INVESTMENT REPORT in the total amount of \$63,053,061 through June 30, 2020.

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

V. PUBLIC COMMENTS:

President Murdock opened the meeting for public comments on items not on the agenda. ASM Costan confirmed that no eComments were received. Hearing no other comments, the public comments session was closed.

VI. BOARD BUSINESS

1. **RESOLUTION #20-23 AUTHORIZATION TO EXECUTE CHANGE ORDER #5 TO THE FOOTHILL SEWER REPLACEMENT PROJECT CONTRACT FOR AN ALTERNATIVE DRIVABLE SURFACE FOR THE ACCESS ROAD**

DE Huff presented the proposed change order to use an alternative drivable surface for the access road behind Corona Circle. DE Huff shared that the District has had a ten-foot-wide sewer easement since 1969 and a fifteen-foot-wide access easement since 1994 at this location. The access easement backups up to a high-risk wetlands area. The access road must be able to support the weight and allow for turning and maneuvering of District vehicles and equipment. DE Huff shared that the Foothill Trunk Sewer Replacement Project also includes a sliding steel gate at El Don Drive to allow drive-through access to all manhole locations. The neighbors have expressed concerns about the gate and the proposed aggregate base access road. The proposed change order mitigates neighbors' concerns about the access road as it will support the District's vehicles and equipment while allowing native grasses to grow, blending the road into the existing surroundings.

President Murdock asked for clarification on how trees and vegetation that have grown into the access road are managed. DE Huff shared that the District will be trimming trees and vegetation that grow into the easement area. General Counsel Brown shared that even if a tree is on private property, if it is overhanging or extending into an easement, the District is within its rights to trim the tree.

Vice President Dickinson asked if the primary reason for installing the grass pave is aesthetics. DE Huff shared that aesthetics is a component, but the material also improves the structural integrity of the road which will hopefully extend its life and reduce maintenance.

Director Mitchell asked for staff to provide more background on the neighbor's concerns regarding the gate. DE Huff shared that prior to the start of construction, there was a wall in the current location where the gate is being proposed. The gate is causing security concerns for the neighbors. The proposed gate has security features and is intended to be kept closed and locked except when required for maintenance or emergency access. Vice President Dickinson added that the intent of the gate as a second access point is drive-thru access for District vehicles. The current site does not allow for a hammerhead or turnaround point on the access road.

Public Comment: ASM Costan read the following public comments into the record:

eComment received August 3, 2020 from Will Dean

Subject: Corona Circle owner asks for your consideration during 8/6 board meeting

My name is Will Dean, my family and I own the property at 4712 Corona Circle. I will be joining your board meeting on the 6th of August and wanted to voice my concerns. We back to the current site of the Foothill trunk sewer replacement project. I along with many of my neighbors have two principle concerns. One being the proposed paved road that will run through the rear of our property via the sewer easement. I am in opposition of a paved road and am in support of Carie Huff's more natural solution. We do not want to advertise easy access to the green belt due to increasing transient traffic through this area. In addition, we all purchased these homes due to the natural beauty the green belt offers. Building a paved road interferes with the natural beauty we signed on for.

Second is my concern for the addition of another access gate on El Don Dr. We have had adequate access for SPMUD for 25 years and I do not believe this additional access is needed. We do not want to advertise easy access and want to keep rear access to our properties secure.

I appreciate you listening to my/our concerns and hope we can come to a conclusion that makes sense. We are all reasonable people and just ask you to consider two reasonable requests to help keep our properties secure and beautiful. Thank you so much. Cordially,
Will Dean

eComment received August 4, 2020 from Kathi Gildone

Subject: Public Comment for Board Meeting 08.06.2020

My husband Joe and I have been the owners of 4710 Corona Circle since 1996. Our property contains the only Utility access located on private property on Corona Circle that currently allows entry to the Foothill Trunk Sewer. Joe and I have many questions and concerns regarding the project but, for the moment I'll address the two that were brought up during our conversation with Carie Huff on 07.27.2020.

- If we are unable to request that NO access road be put in behind our homes
 - We are requesting the Board to approve Resolution #20-23 to execute Change Order #5 which would result in a GrassPave2 access being implemented and not an aggregate road (for too many reasons to list here)
- We have been informed that a third access gate will be installed on El Don
 - We are requesting that NO access gate be placed on El Don. The access on our property has been utilized by the Utility Company 3 times in 24 years and it has always been adequate for maintenance.

Please consider the fact that over the past year the transient population has grown in our neighborhood and we are asking for consideration of our privacy and safety which we know would be compromised by a Gate. We appreciate your attention to our concerns and look forward to a good resolve. Thank you, Kathi Gildone

eComment received August 6, 2020 from Teri Berke

Subject: Foothill Trunk Bypass

Hello, My name is Teri Berke. I own the property at 4708 Corona Circle. I will be joining your board meeting on the 6th of August and wanted to voice my concerns regarding the Foothill Trunk sewer replacement project.

I purchased my home in August of 1996. I paid a premium for the lot because it backs to the green belt. During the 24 years I have lived here, SPMUD has accessed the sewer line on three separate occasions for routine maintenance.

I have two primary concerns: The proposed paved/aggregate road that will run through the rear of our property via the sewer easement. I am in opposition of this road as it is not necessary for access to the sewer line. During this work, fuel tankers, water tankers, backhoes and other large equipment have moved easily over the existing ground. There is no need for a permanent road of any kind. We all purchased these homes due to the

natural beauty the green belt offers. Building a paved/aggregate road eliminates the natural beauty we paid for.

My second concern is the plan for a third access point from El Don Dr. We currently have an access point on a 20 foot easement at 4710 Corona Circle. During this project, SPMUD added a second access point at the end of Corona Circle. This is a paved road that runs behind two new lots permitted for single family homes. We have had adequate access for SPMUD for 24 years and I do not believe this third access point is necessary. We do not want to advertise easy access and want to keep rear access to our properties secure.

SPMUD misrepresented themselves and the work that they proposed. We were told a "few" marked trees would be remove. Instead five times the number were removed. I was told trees that were lost to the work would be replaced. That is no longer part of the plan. They said the work would start in the fall and take a "few weeks." Instead the work began in June and according to Carrie, will continue through October. I cannot open my windows at night because of the diesel and sewage stench and the constant noise from the machines which run 24/7.

I appreciate you listening to my/our concerns and hope we can come to a conclusion that makes sense. We are all reasonable people and just ask you to consider two requests to help keep our properties secure and beautiful. Thank you so much. Teri Berke

eComment received August 6, 2020 from Mike O'Malley

Subject: Foothill Trunk Bypass

Our name is Mike & Pam O'Malley and we have resided at 4704 Corona Circle since December 1996. I will be joining your board meeting on the 6th of August and wanted to voice my concerns regarding the Foothill Trunk sewer replacement project.

Like our neighbors who have voiced objections over a paved or aggregate road along with a third access point off El Don, we have additional concerns with the permanent affects it will have on the value of our properties. Neither were disclosed in the original plans submitted to our neighborhood nor were the intended number of trees proposed to be removed disclosed appropriately. As the project evolves, we continually receive new information which will have either a temporary or permanent impact. Needless to say, we have concerns with what we now know and what has yet to be disclosed in the coming days or weeks. Cumulatively, we serious concerns with the diminished value of our homes as a result of this project.

Personally, I am extremely disappointed with lack of full disclosure SPMUD has provided to date. As of today, SPMUD has over promised and under delivered. We can certainly provide examples should you wish to hear this afternoon. Thank you., Mike & Pam O'Malley

Terri Berke made additional public comment sharing that she did not understanding why the area is considered a high risk area, the need for the gate to access the easement, the number of trees being removed and the lack of replacement of trees, and the credibility of the District with regard

to what has been promised and what is being delivered. Will Dean also made an additional public comment that communication on the project has not been good.

Director Williams shared that he visited the construction site and the neighbor's concerns on the aesthetics are valid. He shared that there will be trees replanted but only outside of the easement area. Director Williams asked staff if the gate at El Don was included in the original project scope. DE Huff responded that to the best of her knowledge the gate has always been part of the project plans and was put out to bid with the gate included. Director Williams shared he has been on the SPMUD Board for eighteen years and during that time there have been a lot of changes to the State Water Board requirements and penalties especially in wetlands area. Access for the Vector truck to clear a line is imperative, as the costs from a spill or overflow are prohibitive. He asked that the District make sure the gate is secure.

Vice President Dickinson shared that emergencies often happen in the middle of the night during rainstorms which create unsafe conditions for District employees. He also questioned the existing wrought iron fencing that will remain and allows access to the area verses the larger steel gate with privacy screening that the District plans to install.

GM Niederberger shared that under normal circumstances there would have been more community outreach meetings; however, the Coronavirus impacted the District's ability to hold tent meetings with residents. DE Huff has been in continuous contact with the residents to address their concerns.

Vice President Dickinson shared that he believes that staff is doing everything they can to mitigate the construction impacts. The District's needs as a modern utility necessitate drivable access. He shared that he supports the aesthetically pleasing surface for the residents.

Director Williams shared that he believes the grass pave is aesthetically superior in addition to being a 60-year road thereby reducing maintenance. He stated that in order to protect the District and its ratepayers there must be adequate access.

President Murdock asked for more information on the hydroseeding. DE Huff shared that the District would use a native grass mix, and crews will be at the site routinely to make sure that the roots take hold thereby preventing erosion.

Director Williams shared that the District has been fortunate to only have had to utilize the access road a few times in the past but needs to be able to respond quickly to future events. He asked that DE Huff work with the neighbors on the gate to alleviate their concerns.

Director Mitchell asked about the height of the gate. DE Huff shared that the gate would match the height of the block wall. Director Mitchell stated that the gate will provide more security to the area than the existing wrought iron fence. He shared that due to the volume of development upstream there is increased likelihood of maintenance being required. He asked that the District work to make sure that the area is as secure as possible. GM Niederberger offered that the District will reach out the City of Rocklin regarding the condition of the existing wrought iron fencing.

Vice President Dickinson made a motion to adopt Resolution 20-23 Authorizing the General Manager to execute change order #5 to the Foothill Sewer Replacement Project contract for an alternative drivable surface for the access road; a second was made by Director Williams; a roll call vote was taken, and the motion carried 5-0.

2. GIS AND PUBLIC FACING WEB MAP WORKSHOP

DS Nielsen gave a demonstration of the District's public facing web map and internal GIS program. He showed how the public can access information such as ward boundaries, pipes, and manholes. In addition to determining physical locations, the public can find out data about certain District assets such as the size, material, elevation, and depth. DS Nielsen also shared the internal web map used by staff. The internal web map has additional layers and data such as maintenance hot spots and access information. In addition, the internal web map contains links to Laserfiche so staff can view documents that pertain to certain assets such as the bills of sale or record drawings.

President Murdock commented that the program looks great. Director Mitchell commented that it was very impressive.

No action was requested – informational item.

3. COVID-19 PANDEMIC ILLNESS

GM Niederberger provided an update on District operations in response to the COVID-19 outbreak. District staff met to review the lessons learned during the COVID-19 outbreak and plans to incorporate those items into the Pandemic Illness Continuity of Operations Guide. The District is continuing to monitor local school closures and how closures will impact District employees and workload. Once the District understands the impacts, staff will schedule a Personnel Advisory Committee meeting to review accommodations. The District plans to continue waiving late fees through October 1, 2020 and continue having Board meetings via Zoom for the foreseeable future.

President Murdock asked whether the District was getting information from Placer County or the State. He questioned errors in State reporting on the number of cases and if that extended to the County. GM Niederberger shared that the District is participating in weekly calls with Placer County.

Director Williams asked if the District is still staggering work schedules for field workers. GM Niederberger shared that the staggered work schedules have ended, but the District continues to stagger locker room times and encourage social distancing. Director Williams shared that he recently came into the office and had to follow the District screening procedures.

Director Mitchell added that he attended the Governmental Relations Committee Meeting held by the Chamber. During the meeting the Superintendent of Rocklin Unified School District shared that they are starting the year with distant learning per State restrictions. Even though it may not be as effective as in person schooling, the school district can do it safely. There is a requirement

for seventeen days of good health conditions for the schools to be eligible to reopen for in person instruction.

No action was requested – informational item.

VII. REPORTS

1. **District General Counsel (A. Brown):** General Counsel Brown’s had no report for this meeting.

2. **General Manager (H. Niederberger):**

A. ASD, FSD & TSD Reports:

Director Mitchell asked about item B2 on the General Manager’s report regarding requests for renumerations due to impacts from the Foothill Trunk Sewer Replacement Project. GM Niederberger shared that individuals seeking renumerations have been directed to the District’s claim process and to date the District has not received a claim.

Director Mitchell also asked when the Headquarters Breakroom project was scheduled to start. DS Nielsen shared that the building permit submittal is scheduled for September. The current plan is for construction to start right after the permit is received and the bidding process is completed.

President Murdock asked if the purchase orders in this month’s report are yearly totals. GM Niederberger shared that these are blanket purchase orders for the year. They were not utilized in previous years but were created this year based on a recommendation from the District auditor. President Murdock questioned the cost of the Tyler Incode software. ASM Costan shared that the Tyler software performs multiple functions for the District including accounting and finance, personnel and payroll, and customer utility accounts and billing.

Director Mitchell asked what PLSD stands for in the Field Services monthly report. DS Nielsen responded that it stands for private lateral sewer discharge.

GM Niederberger asked DE Huff to share additional information on the Foothill Trunk Sewer Replacement Project. DE Huff shared that the rock quantity encountered by the contractor, Garney Pacific, during this billing period increased beyond what is specified in the contract. The contract allows for up to five hundred cubic yards and the contractor encountered seven hundred seventy-five cubic yards. The contract unit price does not change, but due to the increase in quantity, the added charges in this progress payment exceed the General Manager’s purchasing authority. DE Huff also shared that future changes coming before the Board include a change order for removal of unexpected asbestos concrete pipe, additional contract days, and an agreement for the scope of the monitoring with the 347 Group.

GM Niederberger added that the existing pipe that is being removed and replaced with larger pipe was laying directly on top of granite slabs with no bedding in place which has caused the need for rock excavation beyond what was projected. Discussion occurred regarding having a special meeting to approve the current progress payment to Garney Pacific. The change order for additional rock is over fifty thousand dollars; however, the amount is within the ten percent contingency authorized by the Board during award of the original contract with Garney Pacific.

Director Mitchell asked what percentage of the project has been completed. DE Huff shared that the pipe installation is fifty percent complete but there is trench restoration, paving, and cleanup work that will need to be completed. She anticipates that the project will be complete in the beginning of October.

The Board recommended that the General Manager proceed with payment of the billing invoice under the currently approved ten percent contingency.

B. Information Items: No additional items.

3. Director's Comments:

Vice President Dickinson thanked staff for taking him on a tour of the Corona Circle easement area. He appreciates the efforts made with the neighbors. President Murdock thanked the staff.

VIII. ADDITIONAL PUBLIC COMMENTS

President Murdock re-opened the meeting for public comments. ASM Costan confirmed that no eComments were received. Hearing no other comments, the public comments session was closed.

IX. ADJOURNMENT

The President adjourned the meeting at 6:07 p.m. to the next regular meeting to be held on September 3, 2020 at 4:30 p.m.



Emilie Costan, Board Secretary



South Placer Municipal Utility District, CA

Check Report

By Check Number

Date Range: 07/29/2020 - 08/26/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
1499	TechRoe.com LLC	08/21/2020	Regular	0.00	-900.00	12447
1240	Placer County Personnel	07/29/2020	Regular	0.00	3,201.60	12449
1733	347 Group, Inc.	07/30/2020	Regular	0.00	5,546.24	12450
1021	ARC	07/30/2020	Regular	0.00	107.27	12451
1663	Buckmaster Office Solutions	07/30/2020	Regular	0.00	117.20	12452
1715	Chris Vrame	07/30/2020	Regular	0.00	208.08	12453
1652	Cintas Corporation	07/30/2020	Regular	0.00	837.33	12454
1066	City of Rocklin	07/30/2020	Regular	0.00	215.00	12455
1073	Consolidated Communications	07/30/2020	Regular	0.00	1,977.77	12456
1504	Donahue Schriber Realty Group	07/30/2020	Regular	0.00	3,576.00	12457
1719	Emilie Costan	07/30/2020	Regular	0.00	43.34	12458
1113	Ferguson Enterprises, Inc. 1423 (Main)	07/30/2020	Regular	0.00	3,250.20	12459
1131	Granite Business Printing	07/30/2020	Regular	0.00	91.16	12460
1163	Joe Gonzalez Trucking, LLC.	07/30/2020	Regular	0.00	1,140.19	12461
1218	PCWA	07/30/2020	Regular	0.00	693.85	12462
1221	PG&E (Current Accounts)	07/30/2020	Regular	0.00	995.01	12463
1253	Recology Auburn Placer	07/30/2020	Regular	0.00	277.50	12464
1306	Superior Equipment Repair	07/30/2020	Regular	0.00	2,433.17	12465
1325	Tyler Technologies, Inc.	07/30/2020	Regular	0.00	400.00	12466
1329	USA North 811 (Underground Service Alert)	07/30/2020	Regular	0.00	5,345.76	12467
1733	347 Group, Inc.	08/06/2020	Regular	0.00	3,465.00	12468
1068	City of Roseville	08/06/2020	Regular	0.00	553,577.29	12469
1086	Dataprose	08/06/2020	Regular	0.00	5,156.18	12470
1139	Hill Rivkins Brown & Associates	08/06/2020	Regular	0.00	8,364.00	12471
1172	Justin Roston	08/06/2020	Regular	0.00	145.41	12472
1475	Petersen & Mapes, LLP	08/06/2020	Regular	0.00	3,660.00	12473
1685	Streamline	08/06/2020	Regular	0.00	400.00	12474
1499	TechRoe.com LLC	08/06/2020	Regular	0.00	900.00	12475
1561	Williams + Paddon Architects + Planners, Inc.	08/06/2020	Regular	0.00	14,180.85	12476
1734	Garney Pacific, Inc.	08/12/2020	Regular	0.00	638,869.30	12477
1327	US Bank Corporate Payment	08/13/2020	Regular	0.00	9,978.17	12478
	Void	08/13/2020	Regular	0.00	0.00	12479
	Void	08/13/2020	Regular	0.00	0.00	12480
	Void	08/13/2020	Regular	0.00	0.00	12481
1733	347 Group, Inc.	08/13/2020	Regular	0.00	3,465.00	12482
1006	Aaron Moore	08/13/2020	Regular	0.00	250.00	12483
1012	All Electric Motors	08/13/2020	Regular	0.00	2,713.59	12484
1020	Aqua Sierra Controls, Inc.	08/13/2020	Regular	0.00	817.31	12485
248	AT&T (916.663.1652) & (248.134.5438.608.80)	08/13/2020	Regular	0.00	255.49	12486
1022	AT&T (9391035571) & (9391053973)	08/13/2020	Regular	0.00	322.48	12487
1652	Cintas Corporation	08/13/2020	Regular	0.00	814.90	12488
1533	City of Foster City	08/13/2020	Regular	0.00	500.00	12489
1509	Crystal Communications	08/13/2020	Regular	0.00	311.64	12490
1087	Dawson Oil Co.	08/13/2020	Regular	0.00	3,943.19	12491
1666	Great America Financial Services	08/13/2020	Regular	0.00	452.99	12492
1631	Instrument Technology Corporation	08/13/2020	Regular	0.00	1,440.50	12493
1686	Jan Pro	08/13/2020	Regular	0.00	836.00	12494
1220	PG&E	08/13/2020	Regular	0.00	5,031.98	12495
1473	Pitney Bowes Purchase Power	08/13/2020	Regular	0.00	422.38	12496
1244	Preferred Alliance Inc	08/13/2020	Regular	0.00	183.54	12497
1508	Sacramento Rendering Co.	08/13/2020	Regular	0.00	300.00	12498
1396	Sierra Trench Protection	08/13/2020	Regular	0.00	96.53	12499
1333	SPOK, Inc.	08/13/2020	Regular	0.00	26.67	12500
1307	Sutter Medical Foundation-Corporate	08/13/2020	Regular	0.00	202.00	12501

Check Report

Date Range: 07/29/2020 - 08/26/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1336	Valley Rock	08/13/2020	Regular	0.00	156.74	12502
1338	Verizon Wireless	08/13/2020	Regular	0.00	1,417.86	12503
1733	347 Group, Inc.	08/20/2020	Regular	0.00	3,600.00	12504
1652	Cintas Corporation	08/20/2020	Regular	0.00	550.21	12505
1072	Concern	08/20/2020	Regular	0.00	3,400.00	12506
1073	Consolidated Communications	08/20/2020	Regular	0.00	1,979.70	12507
1706	Express Sewer & Drain Inc.	08/20/2020	Regular	0.00	343,149.42	12508
1357	Infrastructure Technologies, LLC	08/20/2020	Regular	0.00	1,600.00	12509
1640	Joshua Pirhofer	08/20/2020	Regular	0.00	250.00	12510
1218	PCWA	08/20/2020	Regular	0.00	1,482.38	12511
1518	Sonitrol of Sacramento	08/20/2020	Regular	0.00	945.13	12512
1291	Special District Risk Management Authority (SDRM)	08/20/2020	Regular	0.00	6,196.75	12513
1090	State of CA-Department of Justice	08/20/2020	Regular	0.00	32.00	12514
1329	USA North 811 (Underground Service Alert)	08/20/2020	Regular	0.00	2,914.51	12515
1240	Placer County Personnel	08/25/2020	Regular	0.00	3,352.88	12516
1015	American Fidelity Assurance	07/29/2020	Bank Draft	0.00	1,067.64	DFT0005591
1230	Pers (EFT)	07/29/2020	Bank Draft	0.00	4,566.46	DFT0005592
1230	Pers (EFT)	07/29/2020	Bank Draft	0.00	27,240.89	DFT0005593
1230	Pers (EFT)	07/29/2020	Bank Draft	0.00	10,914.58	DFT0005594
1230	Pers (EFT)	07/29/2020	Bank Draft	0.00	102.53	DFT0005595
1230	Pers (EFT)	07/29/2020	Bank Draft	0.00	3,058.00	DFT0005596
1230	Pers (EFT)	07/29/2020	Bank Draft	0.00	57.90	DFT0005597
1586	Principal Life Insurance Company	07/29/2020	Bank Draft	0.00	390.52	DFT0005598
1098	EDD (EFT)	07/29/2020	Bank Draft	0.00	768.00	DFT0005599
1045	Cal Pers 457 Plan (EFT)	08/07/2020	Bank Draft	0.00	425.00	DFT0005602
1135	Mass Mutual (EFT)	08/07/2020	Bank Draft	0.00	7,777.52	DFT0005603
1135	Mass Mutual (EFT)	08/07/2020	Bank Draft	0.00	455.70	DFT0005604
1580	TASC	08/07/2020	Bank Draft	0.00	279.35	DFT0005605
1580	TASC	08/07/2020	Bank Draft	0.00	407.70	DFT0005606
1229	Pers (EFT)	08/07/2020	Bank Draft	0.00	129.73	DFT0005607
1229	Pers (EFT)	08/07/2020	Bank Draft	0.00	182.52	DFT0005608
1229	Pers (EFT)	08/07/2020	Bank Draft	0.00	323.83	DFT0005609
1229	Pers (EFT)	08/07/2020	Bank Draft	0.00	2,281.56	DFT0005610
1229	Pers (EFT)	08/07/2020	Bank Draft	0.00	4,048.05	DFT0005611
1229	Pers (EFT)	08/07/2020	Bank Draft	0.00	119.96	DFT0005612
1229	Pers (EFT)	08/07/2020	Bank Draft	0.00	179.64	DFT0005613
1229	Pers (EFT)	08/07/2020	Bank Draft	0.00	1,713.72	DFT0005614
1229	Pers (EFT)	08/07/2020	Bank Draft	0.00	2,566.65	DFT0005615
1229	Pers (EFT)	08/07/2020	Bank Draft	0.00	2,802.66	DFT0005616
1229	Pers (EFT)	08/07/2020	Bank Draft	0.00	3,210.41	DFT0005617
1149	Internal Revenue Service	08/07/2020	Bank Draft	0.00	12,244.52	DFT0005618
1098	EDD (EFT)	08/07/2020	Bank Draft	0.00	3,566.47	DFT0005619
1098	EDD (EFT)	08/07/2020	Bank Draft	0.00	971.44	DFT0005620
1149	Internal Revenue Service	08/07/2020	Bank Draft	0.00	2,863.66	DFT0005621
1149	Internal Revenue Service	08/07/2020	Bank Draft	0.00	8,948.87	DFT0005622
1229	Pers (EFT)	08/12/2020	Bank Draft	0.00	16.74	DFT0005625
1229	Pers (EFT)	08/12/2020	Bank Draft	0.00	19.18	DFT0005626
1149	Internal Revenue Service	08/12/2020	Bank Draft	0.00	31.34	DFT0005627
1098	EDD (EFT)	08/12/2020	Bank Draft	0.00	15.47	DFT0005628
1098	EDD (EFT)	08/12/2020	Bank Draft	0.00	2.52	DFT0005629
1149	Internal Revenue Service	08/12/2020	Bank Draft	0.00	7.34	DFT0005630
1149	Internal Revenue Service	08/12/2020	Bank Draft	0.00	51.91	DFT0005631
1045	Cal Pers 457 Plan (EFT)	08/21/2020	Bank Draft	0.00	425.00	DFT0005633
1135	Mass Mutual (EFT)	08/21/2020	Bank Draft	0.00	7,777.52	DFT0005634
1135	Mass Mutual (EFT)	08/21/2020	Bank Draft	0.00	455.70	DFT0005635
1580	TASC	08/21/2020	Bank Draft	0.00	279.35	DFT0005636
1580	TASC	08/21/2020	Bank Draft	0.00	407.70	DFT0005637
1229	Pers (EFT)	08/21/2020	Bank Draft	0.00	129.73	DFT0005638
1229	Pers (EFT)	08/21/2020	Bank Draft	0.00	183.84	DFT0005639
1229	Pers (EFT)	08/21/2020	Bank Draft	0.00	326.18	DFT0005640
1229	Pers (EFT)	08/21/2020	Bank Draft	0.00	2,298.08	DFT0005641

Check Report

Date Range: 07/29/2020 - 08/26/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1229	Pers (EFT)	08/21/2020	Bank Draft	0.00	4,077.37	DFT0005642
1229	Pers (EFT)	08/21/2020	Bank Draft	0.00	119.96	DFT0005643
1229	Pers (EFT)	08/21/2020	Bank Draft	0.00	179.64	DFT0005644
1229	Pers (EFT)	08/21/2020	Bank Draft	0.00	1,713.72	DFT0005645
1229	Pers (EFT)	08/21/2020	Bank Draft	0.00	2,566.65	DFT0005646
1229	Pers (EFT)	08/21/2020	Bank Draft	0.00	2,856.33	DFT0005647
1229	Pers (EFT)	08/21/2020	Bank Draft	0.00	3,271.89	DFT0005648
1149	Internal Revenue Service	08/21/2020	Bank Draft	0.00	12,942.50	DFT0005649
1098	EDD (EFT)	08/21/2020	Bank Draft	0.00	3,748.09	DFT0005650
1098	EDD (EFT)	08/21/2020	Bank Draft	0.00	934.72	DFT0005651
1149	Internal Revenue Service	08/21/2020	Bank Draft	0.00	3,026.88	DFT0005652
1149	Internal Revenue Service	08/21/2020	Bank Draft	0.00	9,191.87	DFT0005653
1149	Internal Revenue Service	08/25/2020	Bank Draft	0.00	46.86	DFT0005654
1149	Internal Revenue Service	08/25/2020	Bank Draft	0.00	52.43	DFT0005655
1149	Internal Revenue Service	08/25/2020	Bank Draft	0.00	12.24	DFT0005656
1149	Internal Revenue Service	08/25/2020	Bank Draft	0.00	9.78	DFT0005657
1015	American Fidelity Assurance	08/25/2020	Bank Draft	0.00	1,067.64	DFT0005658
1586	Principal Life Insurance Company	08/25/2020	Bank Draft	0.00	368.06	DFT0005659
1230	Pers (EFT)	08/25/2020	Bank Draft	0.00	4,566.46	DFT0005660
1230	Pers (EFT)	08/25/2020	Bank Draft	0.00	27,240.89	DFT0005661
1230	Pers (EFT)	08/25/2020	Bank Draft	0.00	10,914.58	DFT0005662
1230	Pers (EFT)	08/25/2020	Bank Draft	0.00	102.53	DFT0005663
1230	Pers (EFT)	08/25/2020	Bank Draft	0.00	3,058.00	DFT0005664
1230	Pers (EFT)	08/25/2020	Bank Draft	0.00	57.04	DFT0005665
1229	Pers (EFT)	08/25/2020	Bank Draft	0.00	1,050.00	DFT0005666

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	104	65	0.00	1,662,566.64
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-900.00
Bank Drafts	71	71	0.00	209,269.21
EFT's	0	0	0.00	0.00
	175	140	0.00	1,870,935.85

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	104	65	0.00	1,662,566.64
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-900.00
Bank Drafts	71	71	0.00	209,269.21
EFT's	0	0	0.00	0.00
	175	140	0.00	1,870,935.85

Fund Summary

Fund	Name	Period	Amount
100	GENERAL FUND	7/2020	78,623.19
100	GENERAL FUND	8/2020	1,792,312.66
			1,870,935.85

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 Sierra Pine Subdivision
Meeting Date: September 3, 2020

Overview

The Sierra Pine Subdivision improvements are located in Rocklin to the south of the intersection of Dominguez Road and Pacific Street. The Sierra Pine Subdivision project consists of 199 single-family residential homes for a total of 199 EDUs. There is a credit of 81.10 EDUs associated with the entire Sierra Pine property which is prorated equally amongst the 199 lots. Each lot will be required to pay for 0.592 EDU for a total of 117.90 EDUs. The Sierra Pine Subdivision improvements include the following infrastructure:

- Installation of six thousand, one hundred and fifty-eight (6,158) linear feet of sanitary sewer pipe;
- Installation of sixteen (27) manholes;
- Installation of four thousand, five hundred and forty-three (4,543) feet of lower laterals.

Recommendation

Staff recommends that the Board of Directors accept the attached Bill of Sale for the Sierra Pine Subdivision 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 \$2,939,708.

Attachments:

1. Bill of Sale
2. Map – Sierra Pine Subdivision
3. Sierra Pine Subdivision Asset Inventory

BILL OF SALE

LCD ROCKLIN, LLC (GRANTOR) does hereby grant, bargain, sell, and convey to SOUTH PLACER MUNICIPAL UTILITY DISTRICT (GRANTEE) 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 SIERRA PINE SUBDIVISION which includes all of the real property described on Exhibit A attached.

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: 8-12-2020

By: LCD ROCKLIN, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By: LEWIS MANAGEMENT CORP.
A DELAWARE CORPORATION – ITS MANAGER

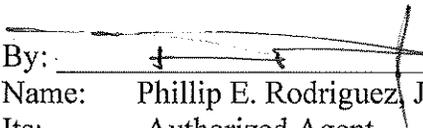
By: 
Name: Phillip E. Rodriguez, Jr.
Its: Authorized Agent

EXHIBIT A

SIERRA PINE SUBDIVISION LEGAL DESCRIPTION

ALL OF THAT CERTAIN MAP ENTITLED "SUBDIVISION NO. SD2016-0005 SIERRA PINE – UNIT 1", FILED FOR RECORD ON MARCH 4, 2020 IN BOOK EE OF MAPS AT PAGE 89, PLACER COUNTY RECORDS

ALL OF THAT CERTAIN MAP ENTITLED "SUBDIVISION NO. SD2016-0005, SIERRA PINE-UNIT 2", FILED FOR RECORD ON MARCH 4, 2020 IN BOOK EE OF MAPS AT PAGE 90, PLACER COUNTY RECORDS

ALL OF THAT CERTAIN MAP ENTITLED "SUBDIVISION NO. SD2016-0005, SIERRA PINE-UNIT 3", FILED FOR RECORD ON MARCH 4, 2020, IN BOOK EE OF MAPS AT PAGE 91, PLACER COUNTY RECORDS



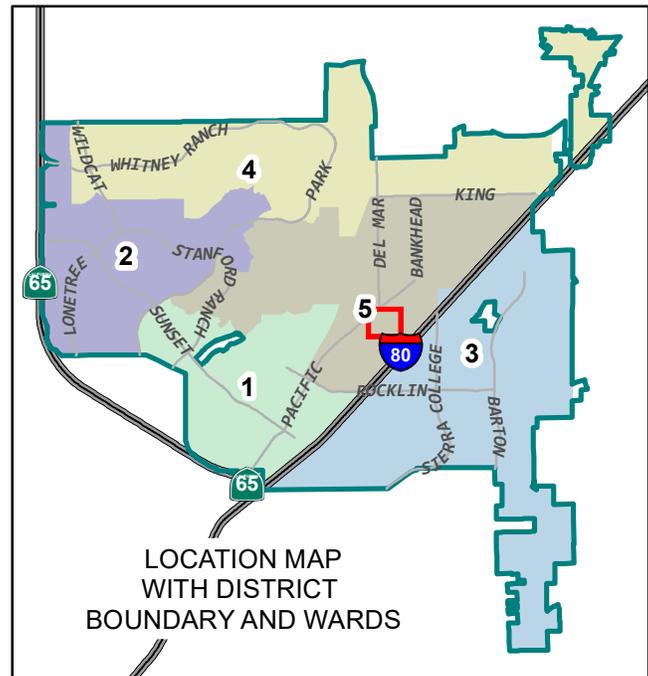
0 150 300 Feet
 1 in = 300 ft



Sierra Pine Subdivision

**117.90 EDUs
 (199 EDUs with a
 credit of 81.10 EDUs)**

Date: 8/18/2020
 Author: Curtis Little
 Document Path:
 G:\spmud_gis\mxd\Curtis\Bill Of Sale
 Maps\2020\MXD\SierraPine.mxd



LOCATION MAP
 WITH DISTRICT
 BOUNDARY AND WARDS

Mainline:

Pipe ID	Diameter	Material	Length (ft)
K10-126	6	SDR26	188
K10-125	6	SDR26	323
K10-124	6	SDR26	144
K10-123	6	SDR26	330
K10-122	6	SDR26	194
K10-121	6	SDR26	142
K10-119	6	SDR26	310
K10-118	6	SDR26	237
K10-120	6	SDR26	170
K10-116	6	SDR26	344
K10-117	6	SDR26	234
K10-115	6	SDR26	168
K10-114	6	SDR26	139
K10-112	6	SDR26	249
K10-111	6	SDR26	169
K10-110	6	SDR26	300
K10-109	6	SDR26	362
K10-108	8	SDR26	238
K10-107	6	SDR26	79
K10-106	6	SDR26	275
K10-105	6	SDR26	294
K10-104	6	SDR26	206
K10-103	6	SDR26	229
K10-102	6	SDR26	294
K10-101	6	SDR26	128
K10-100	8	DIP431	38
K10-113	6	SDR26	373

Manholes:

Manhole ID	Structure Type	Diameter (in)
K10-100	Manhole	48
K10-101	Manhole	48
K10-102	Manhole	48
K10-103	Manhole	48
K10-104	Manhole	48
K10-106	Manhole	48
K10-105	Manhole	48
K10-107	Manhole	48
K10-111	Manhole	48
K10-108	Manhole	48
K10-110	Manhole	48
K10-109	Manhole	48
K10-112	Manhole	48
K10-113	Manhole	48
K10-114	Manhole	48
K10-115	Manhole	48
K10-117	Manhole	48
K10-116	Manhole	48
K10-120	Manhole	48
K10-118	Manhole	48
K10-119	Manhole	48
K10-121	Manhole	48
K10-122	Manhole	48
K10-123	Manhole	48
K10-124	Manhole	48
K10-126	Manhole	48
K10-125	Manhole	48

Service Laterals:

Service Structure	Diameter (in)	Length (ft)	Pipe Material
31250	4	18	SDR26
31251	4	18	SDR26
31252	4	18	SDR26
31253	4	18	SDR26
31254	4	18	SDR26
31255	4	18	SDR26
31256	4	30	SDR26
31257	4	41	SDR26
31258	4	45	SDR26
31259	4	30	SDR26
31260	4	30	SDR26
31261	4	30	SDR26
31262	4	30	SDR26
31263	4	30	SDR26
31264	4	30	SDR26
31265	4	30	SDR26
31266	4	30	SDR26
31267	4	30	SDR26
31268	4	39	SDR26
31269	4	41	SDR26
31270	4	41	SDR26
31271	4	14	SDR26
31272	4	14	SDR26
31273	4	14	SDR26
31274	4	14	SDR26
31275	4	14	SDR26
31276	4	14	SDR26
31277	4	14	SDR26
31278	4	14	SDR26

Service Laterals continued:

31279	4	14	SDR26
31280	4	13	SDR26
31281	4	30	SDR26
31282	4	30	SDR26
31283	4	30	SDR26
31284	4	30	SDR26
31285	4	30	SDR26
31286	4	30	SDR26
31287	4	30	SDR26
31288	4	30	SDR26
31289	4	30	SDR26
31290	4	30	SDR26
31291	4	14	SDR26
31292	4	14	SDR26
31293	4	14	SDR26
31294	4	14	SDR26
31295	4	14	SDR26
31296	4	14	SDR26
31297	4	14	SDR26
31298	4	14	SDR26
31299	4	14	SDR26
31300	4	14	SDR26
31301	4	30	SDR26
31302	4	30	SDR26
31303	4	30	SDR26
31304	4	30	SDR26
31305	4	30	SDR26
31306	4	30	SDR26
31307	4	30	SDR26
31308	4	30	SDR26

Service Laterals continued:

31309	4	30	SDR26
31310	4	30	SDR26
31311	4	14	SDR26
31312	4	14	SDR26
31313	4	14	SDR26
31314	4	14	SDR26
31315	4	14	SDR26
31316	4	14	SDR26
31317	4	14	SDR26
31318	4	14	SDR26
31319	4	14	SDR26
31320	4	14	SDR26
31321	4	26	SDR26
31322	4	26	SDR26
31323	4	26	SDR26
31324	4	26	SDR26
31325	4	26	SDR26
31326	4	26	SDR26
31327	4	26	SDR26
31328	4	26	SDR26
31329	4	26	SDR26
31330	4	26	SDR26
31331	4	26	SDR26
31332	4	18	SDR26
31333	4	18	SDR26
31334	4	18	SDR26
31335	4	18	SDR26
31336	4	18	SDR26
31337	4	18	SDR26
31338	4	18	SDR26

Service Laterals continued:

31339	4	18	SDR26
31340	4	18	SDR26
31341	4	18	SDR26
31342	4	18	SDR26
31343	4	18	SDR26
31344	4	26	SDR26
31345	4	26	SDR26
31346	4	26	SDR26
31347	4	26	SDR26
31348	4	26	SDR26
31349	4	26	SDR26
31350	4	26	SDR26
31351	4	26	SDR26
31352	4	26	SDR26
31353	4	26	SDR26
31354	4	26	SDR26
31355	4	26	SDR26
31448	4	14	SDR26
31356	4	41	SDR26
31357	4	33	SDR26
31358	4	30	SDR26
31359	4	30	SDR26
31360	4	30	SDR26
31361	4	30	SDR26
31362	4	30	SDR26
31363	4	30	SDR26
31364	4	30	SDR26
31365	4	30	SDR26
31366	4	30	SDR26
31367	4	30	SDR26

Service Laterals continued:

31368	4	30	SDR26
31369	4	31	SDR26
31370	4	42	SDR26
31371	4	14	SDR26
31372	4	14	SDR26
31373	4	14	SDR26
31374	4	14	SDR26
31375	4	14	SDR26
31376	4	14	SDR26
31377	4	14	SDR26
31378	4	14	SDR26
31379	4	14	SDR26
31380	4	14	SDR26
31381	4	14	SDR26
31382	4	14	SDR26
31383	4	14	SDR26
31384	4	30	SDR26
31385	4	30	SDR26
31386	4	30	SDR26
31387	4	30	SDR26
31388	4	30	SDR26
31389	4	30	SDR26
31390	4	30	SDR26
31391	4	30	SDR26
31392	4	30	SDR26
31393	4	30	SDR26
31394	4	30	SDR26
31395	4	30	SDR26
31396	4	30	SDR26
31397	4	14	SDR26

Service Laterals continued:

31398	4	14	SDR26
31399	4	14	SDR26
31400	4	14	SDR26
31401	4	14	SDR26
31402	4	14	SDR26
31403	4	14	SDR26
31404	4	14	SDR26
31405	4	14	SDR26
31406	4	14	SDR26
31407	4	14	SDR26
31408	4	14	SDR26
31409	4	14	SDR26
31410	4	29	SDR26
31411	4	30	SDR26
31412	4	30	SDR26
31413	4	30	SDR26
31414	4	30	SDR26
31415	4	30	SDR26
31416	4	30	SDR26
31417	4	30	SDR26
31418	4	30	SDR26
31419	4	30	SDR26
31420	4	30	SDR26
31421	4	30	SDR26
31422	4	30	SDR26
31423	4	22	SDR26
31424	4	14	SDR26
31425	4	14	SDR26
31426	4	14	SDR26
31427	4	14	SDR26

Service Laterals continued:

31428	4	18	SDR26
31429	4	18	SDR26
31430	4	18	SDR26
31431	4	18	SDR26
31432	4	18	SDR26
31433	4	18	SDR26
31434	4	18	SDR26
31435	4	18	SDR26
31436	4	26	SDR26
31437	4	26	SDR26
31438	4	26	SDR26
31439	4	36	SDR26
31440	4	18	SDR26
31441	4	18	SDR26
31442	4	18	SDR26
31443	4	18	SDR26
31444	4	18	SDR26
31445	4	18	SDR26
31446	4	18	SDR26
31447	4	18	SDR26

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Carie Huff, District Engineer

Cc: Herb Niederberger, General Manager

Subject: Authorization to Execute Change Orders #6, #7, #8, #9 and #10 to the Contract for Foothill Trunk Sewer Replacement Project

Meeting Date: September 3, 2020

Overview

The award of the construction contract for the Foothill Trunk Sewer Replacement Project to Garney Pacific was authorized by Resolution 20-02 on January 9, 2020. Subsequent change orders are summarized in the table below:

Item	Cost
Change Order #1 – includes installation of the cast in bells for base manhole connections.	\$17,584.31
Change Order #2 – includes reconnection of unknown existing laterals at the apartment complex (time and materials).	\$20,000.00
Change Order #3 – includes additional costs due to a large concrete mass at Junction Structure 1, resulting in additional removal around the 24-inch pipe and off-haul of concrete.	\$3,000.19
Change Order #4 – includes additional tree removal to facilitate construction.	\$5,227.50
Change Order #5 – includes GrassPave2 surface treatment in lieu of aggregate base for the access road behind Corona Circle. Authorized August 6 th by Resolution 20-23.	\$68,300.00
Total	\$114,112.00

As construction has continued on the Foothill Trunk Sewer Replacement Project, there have been several changes to the contract. Following is the itemized list of the change orders:

Item	Cost
Change Order #6 – includes additional asbestos cement (AC) pipe removal and trencher standby time. AC pipe is considered a hazardous material and requires special treatment for disposal.	\$15,200.00

Change Order #7 – includes additional costs for lowering the invert at the fiber reinforced plastic (FRP) structure.	\$4,833.00
Change Order #8 – includes additional work for shifting manhole 13 and 14 and associated lateral relocation.	\$6,185.00
Change Order #9 – includes addition of 53 calendar days to the contract based on production time due to rock excavation.	N/A
Change Order #10 – additional rock excavation. Update bid quantity from 500 cubic yards to 2,000 cubic yards for an increase of 1,500 cubic yards. The unit cost remains unchanged from the original bid at \$118 per cubic yard.	\$177,000.00
Total	\$203,218.00

The District anticipates at least one additional change order for pavement rehabilitation at the Creekside Villages Apartments on Aguilar Road. During the course of construction, repeated trips by the contractor with large equipment affected the existing pavement. Staff is working with the property owner on an acceptable solution to the drive aisle. This access is also critical to the District as it serves as the access point to the new junction structure and the trunk lines on the west end of the apartment property. Staff will present this change order for consideration at the October board meeting.

Recommendation

Staff recommends that the Board of Directors:

- Adopt Resolution 20-24 to authorize the General Manager to execute Change Orders #6, #7, #8, #9 and #10 to the Foothill Sewer Replacement Project construction contract.

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

- Goal 3.1: Plan all projects to ensure adherence to District standards and ordinances.
- Goal 3.2: Provide construction management to ensure the best possible facilities for the District.

Related District Ordinances, Policies, or Resolutions

- Resolution 20-23: Authorization to Award Change Order #5 for the Foothill Trunk Sewer Replacement Project
- Policy 3150: Purchasing Policy

Fiscal Impact

All costs associated with the Foothill Trunk Sewer Replacement Project will be paid for out of Fund 300 and Fund 400 in accordance with the District’s System Evaluation and Capacity Assurance Plan. The current breakdown is 39% from Fund 300 and 61% from Fund 400.

The table below shows the amounts of the original contract, change orders to date, and the total project cost.

Item	Amount
Original contact amount	\$2,869,677.00
Total Change Orders to Date (#1 - #10)	\$317,330.00
Total Project Cost	\$3,187,007.00

Attachments:

1. Resolution 20-24 – Authorization to Sign Change Orders #6, #7, #8, #9 and #10 for the Foothill Sewer Trunk Replacement Project Construction Contract
2. Change Orders #6, #7, #8, #9 and #10

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 20-24

FOOTHILL TRUNK SEWER REPLACEMENT PROJECT – CHANGE ORDERS #6, #7, #8, #9 AND #10 TO THE FOOTHILL SEWER REPLACEMENT PROJECT CONTRACT

WHEREAS, South Placer Municipal Utility District (SPMUD) owns and operates the sewer facilities within the City of Rocklin, and

WHEREAS, SPMUD awarded the contract for the construction of the Foothill Trunk Sewer Replacement Project to Garney Pacific, Inc. with Resolution 20-02, and

WHEREAS, SPMUD Purchasing Policy (Policy 3150) dictates that a single contract or commitment shall not exceed \$50,000 without approval by the Board of Directors, and

WHEREAS, Garney Pacific has been previously authorized to proceed with Change Orders #1 through #5; and

WHEREAS Garney Pacific has provided an estimate of the total cost of \$203,218 to complete the work as Change Orders #6 through #10, summarized in Attachment A” to this resolution.

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 Change Orders #6, #7, #8, #9 and #10 to complete the work.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 3rd day of September 2020.

Signed: _____
John Murdock, President of the Board of Directors

Attest: _____
Emilie Costan, Board Secretary

Attachment “A”
 Resolution #20-24
 Foothill Trunk Sewer Replacement Project

Summary
 Change Orders 6, 7, 8, 9 & 10

Item	Cost
Change Order #6 – includes additional asbestos cement (AC) pipe removal and trencher standby time. AC pipe is considered a hazardous material and requires special treatment for disposal.	\$15,200.00
Change Order #7 – includes additional costs for lowering the invert at the fiber reinforced plastic (FRP) structure.	\$4,833.00
Change Order #8 – includes additional work for shifting manhole 13 and 14 and associated lateral relocation.	\$6,185.00
Change Order #9 – includes addition of 53 calendar days to the contract based on production time due to rock excavation.	N/A
Change Order #10 – additional rock excavation. Update bid quantity from 500 cubic yards to 2,000 cubic yards for an increase of 1,500 cubic yards. The unit cost remains unchanged from the original bid at \$118 per cubic yard.	\$177,000.00
Total	\$203,218.00



South Placaer Municipal District - Foothill Trunk Sewer Replacement

CO# PCO #6

Project #: 1183
Date: 7/14/2020 TAG # XX

Description:

Additional time to remove unanticipated Transite Pipe & Trencher Standby

Resource: Labor	Regular Time (Wage Plus Fringe) Costs	Over Time Costs	Regular Time Hours	Over Time Hours	Wage Plus Fringe Subtotal	Totals
Superintendent	\$ 105.00	\$ 105.00	0.0	0.0	\$ -	\$ -
Operator Foreman	\$ 80.15	\$ 126.63	8.0	1.0	\$ 767.83	\$ 767.83
Operator Excavator	\$ 77.80	\$ 124.57	9.5	1.0	\$ 863.67	\$ 863.67
Operator Loader	\$ 76.10	\$ 115.79	8.0	1.0	\$ 724.59	\$ 724.59
Operator Dozer	\$ 76.10	\$ 115.79	0.0	0.0	\$ -	\$ -
Laborer General (Group 3)	\$ 56.49	\$ 85.28	0.0	0.0	\$ -	\$ -
Laborer Pipelayer	\$ 57.34	\$ 85.78	24.0	3.0	\$ 1,633.50	\$ 1,633.50
Labor Foreman	\$ 59.84	\$ 89.55	0.0	0.0	\$ -	\$ -
						\$ 3,989.59

Resource: Equipment	Hourly Rate (Caltrans)	Hours This Analysis	Total Equipment Cost Non-Operated
Small Compressor	\$ 20.82	0.0	\$ -
Jumping Jack	\$ 9.82	0.0	\$ -
CAT CB54 Compactor	\$ 98.25	0.0	\$ -
CAT 815B Compactor or equal	\$ 140.30	0.0	\$ -
Vibraplate Compactor	\$ 9.82	0.0	\$ -
JD 700K Dozer	\$ 60.63	0.0	\$ -
CAT D8T Dozer	\$ 236.74	0.0	\$ -
CAT D6H LPG Dozer	\$ 95.97	0.0	\$ -
Cat 325F Excavator or Equal	\$ 125.60	0.0	\$ -
Cat 335F Excavator or Equal	\$ 154.07	10.5	\$ 1,617.74
Cat 390F Excavator or Equal	\$ 332.19	0.0	\$ -
Cat 349F Excavator or Equal	\$ 210.12	0.0	\$ -
Cat 345 Excavator or Equal	\$ 198.24	0.0	\$ -
JD 310SL Backhoe or Equal	\$ 48.45	0.0	\$ -
JD 410K Backhoe or Equal	\$ 68.49	0.0	\$ -
JD 624K Loader or equal	\$ 99.58	9.0	\$ 896.22
JD 644K Loader or equal	\$ 129.81	0.0	\$ -
Water Truck	\$ 64.07	0.0	\$ -
Bobtail Truck	\$ 54.69	0.0	\$ -
Job Truck	\$ 27.42	9.0	\$ 246.78
			\$ 2,760.74

Materials/Services	Description	Quantity	Unit	Unit Cost	Sub Total
Ferma Corp.	20 yard Dumpster	1.00	LOAD	\$ 975.00	\$ 975.00
Herc	Bypass Pumping System	1.00	DAY	\$ 180.00	\$ 180.00
					\$ 1,155.00

Subcontracts	Description	Quantity	Unit	Unit Cost	Sub Total
Cox & Cox Construction	Trencher Operator & Machine	1.00	DAY	\$ 5,750.00	\$ 5,750.00
					\$ -
					\$ 5,750.00

ITEMIZATION	TOTALS
Cost of Labor:	\$ 3,989.59
Cost of Subsistence:	\$ -
Cost of Equipment:	\$ 2,760.74
Cost of Materials:	\$ 1,155.00
Cost of Subcontractor:	\$ 5,750.00
15% Markup On Labor:	\$ 598.44
15% Markup On Equipment:	\$ 414.11
15% Markup On Materials:	\$ 173.25
5% Markup On Subcontractors:	\$ 287.50
Subtotal:	\$ 14,841.12
Bonds & Insurance 2.5%	\$ 371.03
GRAND TOTAL:	\$ 15,212.15



South Placaer Municipal District - Foothill Trunk Sewer Replacement

CO# PCO #7

Project #: 1183 Date: 8/5/2020 TAG # 340

Description:

Retrench from Sta. 16+50 to Sta. 17+10 due to Deviation in elavation at FRP structure + 1 day for recoring SSMH 7 to fit FRP and remortared connection.

Resource: Labor	Regular Time (Wage Plus Fringe) Costs	Over Time Costs	Regular Time Hours	Over Time Hours	Wage Plus Fringe Subtotal	Totals
Superintendent	\$ 105.00	\$ 105.00	0.0	0.0	\$ -	\$ -
Operator Foreman	\$ 80.15	\$ 126.63	10.0	0.0	\$ 801.50	\$ 801.50
Operator Excavator	\$ 77.80	\$ 124.57	10.0	0.0	\$ 778.00	\$ 778.00
Operator Loader	\$ 76.10	\$ 115.79	0.0	0.0	\$ -	\$ -
Operator Dozer	\$ 76.10	\$ 115.79	0.0	0.0	\$ -	\$ -
Laborer General (Group 3)	\$ 56.49	\$ 85.28	0.0	0.0	\$ -	\$ -
Laborer Pipelayer	\$ 57.34	\$ 85.78	12.0	0.0	\$ 688.08	\$ 688.08
Labor Foreman	\$ 59.84	\$ 89.55	0.0	0.0	\$ -	\$ -
						\$ 2,267.58

Resource: Equipment	Hourly Rate (Caltrans)	Hours This Analysis	Total Equipment Cost Non-Operated
Small Compressor	\$ 20.82	0.0	\$ -
Jumping Jack	\$ 9.82	0.0	\$ -
CAT CB54 Compactor	\$ 98.25	0.0	\$ -
CAT 815B Compactor or equal	\$ 140.30	0.0	\$ -
Vibraplate Compactor	\$ 9.82	0.0	\$ -
JD 700K Dozer	\$ 60.63	0.0	\$ -
CAT D8T Dozer	\$ 236.74	0.0	\$ -
CAT D6H LPG Dozer	\$ 95.97	0.0	\$ -
Cat 325F Excavator or Equal	\$ 125.60	0.0	\$ -
Cat 335F Excavator or Equal	\$ 154.07	2.0	\$ 308.14
Cat 390F Excavator or Equal	\$ 332.19	0.0	\$ -
Cat 349F Excavator or Equal	\$ 210.12	0.0	\$ -
Cat 345 Excavator or Equal	\$ 198.24	0.0	\$ -
JD 310SL Backhoe or Equal	\$ 48.45	0.0	\$ -
JD 410K Backhoe or Equal	\$ 68.49	0.0	\$ -
JD 624K Loader or equal	\$ 99.58	0.0	\$ -
JD 644K Loader or equal	\$ 129.81	0.0	\$ -
Water Truck	\$ 64.07	0.0	\$ -
Bobtail Truck	\$ 54.69	0.0	\$ -
Job Truck	\$ 27.42	10.0	\$ 274.20
			\$ 582.34

Materials/Services	Description	Quantity	Unit	Unit Cost	Sub Total
					\$ -
					\$ -
					\$ -

Subcontracts	Description	Quantity	Unit	Unit Cost	Sub Total
Cox & Cox Construction	Trencher Operator & Machine	1.00	DAY	\$ 1,437.50	\$ 1,437.50
					\$ -
					\$ 1,437.50

ITEMIZATION	TOTALS
Cost of Labor:	\$ 2,267.58
Cost of Subsistence:	\$ -
Cost of Equipment:	\$ 582.34
Cost of Materials:	\$ -
Cost of Subcontractor:	\$ 1,437.50
15% Markup On Labor:	\$ 340.14
15% Markup On Equipment:	\$ 87.35
15% Markup On Materials:	\$ -
5% Markup On Subcontractors:	\$ 71.88
Subtotal:	\$ 4,714.91
Bonds & Insurance 2.5%	\$ 117.87
GRAND TOTAL:	\$ 4,832.78



South Placer Municipal District - Foothill Trunk Sewer Replacement

CO# PCO #8

Project #: 1183
 Date: 8/5/2020 TAG # XX

Description: Rerouting of SS Laterals at Pace Property into SSMHs 13 & 14 respectively. New cored hole @ SSMH13 due to invert conflict between lateral and mainline.

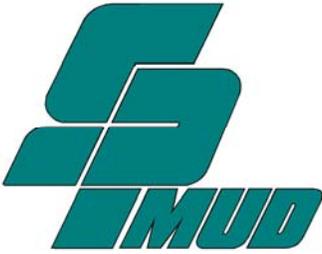
Resource: Labor	Regular Time (Wage Plus Fringe) Costs	Over Time Costs	Regular Time Hours	Over Time Hours	Wage Plus Fringe Subtotal	Totals
Superintendent	\$ 105.00	\$ 105.00	0.0	0.0	\$ -	\$ -
Operator Foreman	\$ 80.15	\$ 126.63	6.0	0.0	\$ 480.90	\$ 480.90
Operator Excavator	\$ 77.80	\$ 124.57	8.0	0.0	\$ 622.40	\$ 622.40
Operator Loader	\$ 76.10	\$ 115.79	4.0	0.0	\$ 304.40	\$ 304.40
Operator Dozer	\$ 76.10	\$ 115.79	0.0	0.0	\$ -	\$ -
Laborer General (Group 3)	\$ 56.49	\$ 85.28	0.0	0.0	\$ -	\$ -
Laborer Pipelayer	\$ 57.34	\$ 85.78	24.0	0.0	\$ 1,376.16	\$ 1,376.16
Labor Foreman	\$ 59.84	\$ 89.55	0.0	0.0	\$ -	\$ -
						\$ 2,783.86

Resource: Equipment	Hourly Rate (Caltrans)	Hours This Analysis	Total Equipment Cost Non-Operated
Small Compressor	\$ 20.82	0.0	\$ -
Jumping Jack	\$ 9.82	0.0	\$ -
CAT CB54 Compactor	\$ 98.25	0.0	\$ -
CAT 815B Compactor or equal	\$ 140.30	0.0	\$ -
Vibraplate Compactor	\$ 9.82	0.0	\$ -
JD 700K Dozer	\$ 60.63	0.0	\$ -
CAT D8T Dozer	\$ 236.74	0.0	\$ -
CAT D6H LPG Dozer	\$ 95.97	0.0	\$ -
Cat 325F Excavator or Equal	\$ 125.60	0.0	\$ -
Cat 335F Excavator or Equal	\$ 154.07	8.0	\$ 1,232.56
Cat 390F Excavator or Equal	\$ 332.19	0.0	\$ -
Cat 349F Excavator or Equal	\$ 210.12	0.0	\$ -
Cat 345 Excavator or Equal	\$ 198.24	0.0	\$ -
JD 310SL Backhoe or Equal	\$ 48.45	0.0	\$ -
JD 410K Backhoe or Equal	\$ 68.49	0.0	\$ -
JD 624K Loader or equal	\$ 99.58	4.0	\$ 398.32
JD 644K Loader or equal	\$ 129.81	0.0	\$ -
Water Truck	\$ 64.07	0.0	\$ -
Bobtail Truck	\$ 54.69	0.0	\$ -
Job Truck	\$ 27.42	6.0	\$ 164.52
			\$ 1,795.40

Materials/Services	Description	Quantity	Unit	Unit Cost	Sub Total
Ferguson Waterwoks	4" Shielded Couplings	2.00	EA	\$ 34.00	\$ 68.00
Ferguson Waterwoks	4" SDR26 45° GxG Fitting	2.00	EA	\$ 21.00	\$ 42.00
Ferguson Waterwoks	4" SDR26 Gasketed Sewer Pipe	28.00	LF	\$ 1.29	\$ 36.12
Ferguson Waterwoks	G05 Box & Lid	2.00	EA	\$ 62.00	\$ 124.00
Ferguson Waterwoks	Two-way Cleanout Assembly	2.00	EA	\$ 57.50	\$ 115.00
					\$ 385.12

Subcontracts	Description	Quantity	Unit	Unit Cost	Sub Total
CA Cut & Core	6" Cored hole for new Lateral Connection	1.00	EA	\$ 325.00	\$ 325.00
					\$ -
					\$ 325.00

ITEMIZATION	TOTALS
Cost of Labor:	\$ 2,783.86
Cost of Subsistence:	\$ -
Cost of Equipment:	\$ 1,795.40
Cost of Materials:	\$ 385.12
Cost of Subcontractor:	\$ 325.00
15% Markup On Labor:	\$ 417.58
15% Markup On Equipment:	\$ 269.31
15% Markup On Materials:	\$ 57.77
5% Markup On Subcontractors:	\$ 16.25
Subtotal:	\$ 6,034.04
Bonds & Insurance 2.5%	\$ 150.85
GRAND TOTAL:	\$ 6,184.89



**SOUTH PLACER
MUNICIPAL UTILITY DISTRICT**

CHANGE ORDER FORM

Change Order Number 9

Contract Name: Foothill Trunk Sewer Replacement Project

Executed: 9/3/2020

Owner: South Placer Municipal Utility District (District)

Contractor: Garney Pacific, Inc. (Garney)

The Contract is changed as follows:

In accordance with Article 10 of the Bidding Requirements and Contract Documents (page 40), the District agrees to a contract extension of fifty-three (53) additional calendar days based on loss of production due to rock excavation.

Except as provided herein, all terms and conditions of the Contract referenced above remain unchanged and in full force and effect.	
Signature of person authorized to execute this change order on behalf of District.	Signature of person authorized to execute this change order on behalf of Contractor.
By: _____ (authorized Signature)	By: _____ (authorized Signature)
_____	_____
(printed name of person signing above)	(printed name of person signing above)
Title: _____	Title: _____
Date: _____	Date: _____

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Carie Huff, District Engineer

Cc: Herb Niederberger, General Manager

Subject: Authorization to Execute Addendum 2 with 347 Group for Cultural Monitoring Services on the Foothill Trunk Sewer Replacement Project

Meeting Date: September 3, 2020

Overview

Construction of the Foothill Trunk Sewer Replacement Project required permitting through multiple agencies, including the United States Army Corps of Engineers (USACE). Through the permitting process with USACE, the United Auburn Indian Community (UAIC) was consulted and conditions for construction were outlined in the Foothill Trunk Replacement Project Memorandum of Agreement (MOA) and the Historic Properties Treatment Plan (HPTP). Per the MOA, the District is obligated to provide a cultural monitor from UAIC’s staffing agency, 347 Group, during excavation activities within the sensitive area (station 10+00 to station 23+00). As construction has progressed, UAIC has requested the monitor be on-site during excavation activities along the entirety of the project alignment as UAIC considers the entire project area culturally sensitive.

The District initially entered into a professional services agreement with 347 Group for \$20,000. An additional \$20,000 was allocated with Addendum 1, bringing the total to \$40,000. As the project is nearing the end of ground disturbing activities, staff anticipates that an additional \$20,000 will be sufficient to complete the project. The total expenditure for cultural monitoring is anticipated to be \$60,000.

Recommendation

Staff recommends that the Board of Directors:

- Adopt Resolution 20-25 to authorize the General Manager to execute Addendum 2 with 347 Group for Cultural Monitoring on the Foothill Sewer Replacement Project.

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

- Goal 3.1: Plan all projects to ensure adherence to District standards and ordinances.
- Goal 3.2: Provide construction management to ensure the best possible facilities for the District.

Related District Ordinances, Policies, or Resolutions

Policy 3150: Purchasing Policy

Fiscal Impact

All costs associated with the Foothill Trunk Sewer Replacement Project will be paid for out of Fund 300 and Fund 400 in accordance with the District's System Evaluation and Capacity Assurance Plan. The current breakdown is 39% from Fund 300 and 61% from Fund 400. The total project cost for cultural monitoring through the 347 Group is projected to be \$60,000

Attachments:

1. Resolution 20-25 – Authorization to Execute Addendum 2 with 347 Group for Cultural Monitoring Services on the Foothill Sewer Trunk Replacement Project
2. Professional Services Agreement – Addendum 2

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 20-25

FOOTHILL TRUNK SEWER REPLACEMENT PROJECT – AUTHORIZATION TO EXECUTE ADDENDUM 2 WITH 347 GROUP FOR CULTURAL MONITORING ON THE FOOTHILL SEWER REPLACEMENT PROJECT

WHEREAS, South Placer Municipal Utility District (SPMUD) owns and operates the sewer facilities within the City of Rocklin, and

WHEREAS, SPMUD is obligated per the United States Army Corps of Engineers (USACE) permit and the Foothill Trunk Replacement Project Memorandum of Agreement (MOA) and the Historic Properties Treatment Plan (HPTP) to provide cultural monitoring on the project within the permit area, and

WHEREAS, SPMUD entered into a professional services agreement for \$20,000 with 347 Group for cultural monitoring services on the Foothill Trunk Sewer Replacement Project, and

WHEREAS, SPMUD entered into Addendum 1 with 347 Group for an additional \$20,000, bringing the total to \$40,000, to provide cultural monitoring services on the Foothill Trunk Sewer Replacement Project, and

WHEREAS, SPMUD Purchasing Policy (Policy 3150) dictates that a single contract or commitment shall not exceed \$50,000 without approval by the Board of Directors, and

WHEREAS, Addendum 2 with 347 Group for an additional \$20,000, is attached, bringing the total professional services agreement to \$60,000, to provide cultural monitoring services on the Foothill Trunk Sewer Replacement Project.

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 Addendum 2 with 347 Group to provide cultural monitoring services on the Foothill Trunk Sewer Replacement Project.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 3rd day of September 2020.

Signed:

John Murdock, 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 ADDENDUM 2

AGREEMENT TERM: One (1) year

EXECUTED:

Provide Professional Services for the project known as the Foothill Trunk Sewer Replacement Project. Services include cultural resource monitoring as specified in the Historic Properties Treatment Plan (HPTP) and Memorandum of Agreement between USACE and the California State Historic Preservation Officer regarding the Foothill Trunk Sewer Replacement Project (MOA) that were prepared as part of U.S. Army Corps of Engineers permitting for the project. Documents are on file with the United Auburn Indian Community (UAIC).

DISTRICT: South Placer Municipal Utility District

DISTRICT REPRESENTATIVE: CARIE HUFF

(916) 786-8555; chuff@spmud.ca.gov

CONTRACTOR: 347 GROUP

CONTRACTOR REPRESENTATIVE: Doug Pautsch, President

(916) 244-7680; doug.pautsch@347group.com

SERVICES:

The undersigned agrees to complete the work specified in strict accordance with the Historic Properties Treatment Plan (HPTP) and Memorandum of Agreement between USACE and the California State Historic Preservation Officer regarding the Foothill Trunk Sewer Replacement Project (MOA) that were prepared as part of U.S. Army Corps of Engineers permitting for the project and pricing (Exhibit A) incorporated herein within one (1) year. The scope of the work is revised to reflect the limits of the project area identified as sensitive for cultural resources per the MOA/HPTP where a Native American monitor, designated by UAIC, is required and the undersigned agrees to serve the role of Native American monitor. The project area meeting this requirement includes ground disturbing activities between station 10+00 to station 23+00 as shown in revised Exhibit C (SPMUD Foothill Trunk Sewer UAIC Monitoring Locations). SPMUD shall allow a Native American Monitor, designated by the UAIC, to be present during ground-disturbing activities within the Corps APE, however only the project area from station 10+00 to station 23+00 are covered under this agreement.

Original Agreement amount: Not to exceed \$20,000.

Addendum 1 Agreement amount: Not to exceed \$20,000.

Addendum 2 Agreement amount: Not to exceed \$20,000.

Total agreement amount shall not exceed: \$60,000.

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:
Doug Pautsch, President
347 Group, Inc. – Tribal Monitoring
4168 Douglas Boulevard, Suite 300
Granite Bay, CA 95746
(916) 244-7680

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 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 \$60,000.00. The District reserves the right to perform any of these services with its own staff or to retain other contractors to perform the services.
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 done, or materials prepared under this Agreement shall become the property of the District.
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. **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.
9. **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.
10. **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.

11. 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.
12. 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.
13. 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.
14. 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.
15. MISCELLANEOUS PROVISIONS:
 - A. Contractor shall designate a Project Manager, as it's 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.
 - B. Contractor shall not engage in unlawful employment discrimination.
 - C. 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.
 - D. 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.
 - E. 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.

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Emilie Costan, Administrative Services Manager

Cc: Herb Niederberger, General Manager

Subject: California Employers Pension Prefunding Trust (CEPPT)

Board Date: September 3, 2020

Overview

The South Placer Municipal Utility District (District) affords its employees and retirees with pension and health insurance benefits and contracts with CalPERS for both its pension and health plans, including retiree health also referred to as Other Post-Employment Benefits (OPEB). These commitments have current and long-term costs, and while the District has made significant proactive strides towards fully funding pension and retiree healthcare costs, the related unfunded liabilities remain the only debts of the District.

Internal Revenue Code Section 115 Trusts can be used to fund essential governmental functions. Funds deposited into a Section 115 Trust are irrevocable and can only be used for the specific purposes for which the trust was created. The advantage of a Section 115 Trust is that the funds deposited may be invested in higher-yielding instruments than the District's Investment Policy permits allowing for a reduction in the payment burden on future annual operating budgets.

On April 3, 2008, the Board adopted Resolution #08-02 enrolling the District in the California Employers Retiree Benefit Trust (CERBT), a Section 115 Trust to fund retiree health commitments. The initial contribution was \$1.8M. Since then, the District has made additional contributions in the amount of \$0.36M, contributing a total dollar value of \$2.16M. As of June 30, 2020, the investments and investment returns in the District's CERBT account equal \$5.26M which represent an annualized rate of return of 7.58% after minimal CalPERS administrative fees. The Local Agency Investment Fund (LAIF) returns during this same period have been less than 2%. The \$3.09M of net investment returns on the District's CERBT account represent earnings that are not required from general fund revenues. The CERBT Trust does not allow concurrent enrollment in more than one investment strategy. The District is currently investing in CERBT Asset Allocation Strategy 2 which has an expected ten-year rate of return of 5.22%.

In 2019, CalPERS established the California Employers' Pension Prefunding Trust (CEPPT), a Section 115 Trust where contributions/investments and investment returns can be made to address current and future pension costs. Just like the CERBT, the CEPPT is a tool that the District may utilize in order to help reduce the cost required of general fund revenues. Funds in a District CEPPT account can be used to fund CalPERS pension expenses. The CEPPT Trust allows for concurrent enrollment in investment strategies. Investment

Strategy 1 has an expected ten-year return of 5%, and Investment Strategy 2 has an expected ten-year return of 4%, see attachment 1.

At the November 6, 2019 Fee and Finance Committee meeting, a recommendation was made to contribute to CEPPT. The District's current Unfunded Pension Liability is \$4.25M.

As approved at the March 5, 2020 Board Meeting, the District's Reserve Fund Policy was revised to lower the General Fund (Fund 100) Operations and Maintenance (O&M) Reserve from six months to three months O&M expenses. The current general fund reserve requirement is \$7.73M. The General Fund Balance as of June 30, 2020 is \$14.64M.

The fiscal year 2020/2021 Budget, adopted July 2, 2020, includes a one-time contribution of \$3M to fund a CEPPT account. Any additional funding or refunding of the CEPPT is discretionary. There is no required annual funding amount and the District can make deposits into the Trust as they become available for this purpose.

The Fee and Finance Committee meet on August 5, 2020 and made a recommendation to invest all funds in CEPPT Strategy 1 which is allocated similarly to CERBT Investment Strategy 2, see attachment 2.

Recommendation

Staff recommends adoption of Resolution 20-26:

- 1) Authorizing the General Manager to enter into the attached Agreement and Election to Prefund Employer Contributions to a Defined Benefit Pension Plan;
- 2) Approving the Delegation of Authority to Request Disbursements from CEPPT to the General Manager.
- 3) Certifying a CEPPT Funding Policy.
- 4) Authorizing the General Manager to take any additional actions necessary to participate in the California Employers' Pension Prefunding Trust (CEPPT).

Strategic Plan Goal

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
- Goal 5.2: Explore and evaluate investment and business practice alternatives.
- Goal 5.3: Maintain financial responsibility by ensuring allocated funding sources are adequate to meet expenses; and that available funds and resources are managed efficiently.
- Goal 5.6: Provide routine reports on Financial Stability.

Related District Ordinances and Policies

This action is in conjunction with the following District Policies:

- Policy 3120 – Investment of District Funds
- Policy 3130 – District Reserve Policy

Fiscal Impact

A total of \$3M of one-time General Fund revenues.

Attachments:

1. CEPPT/CERBT Expected Rates of Return and Risk
2. CEPPT/CERBT Asset Class Target Allocations
3. Resolution 20-26
4. Agreement and Election to Prefund Employer Contributions to a Defined Benefit Pension Plan
5. Delegation of Authority to Request Disbursements
6. Certification of Funding Policy

CEPPT/CERBT Expected Rates of Return & Risk

Portfolios	CEPPT Strategy 1	CEPPT Strategy 2	CERBT Strategy 1	CERBT Strategy 2	CERBT Strategy 3
Expected Time- Weighted Net Return, Near Term	5.00%	4.00%	5.58%	5.22%	4.41%
Expected Time- Weighted Blended Net Return, Longer Term	N/A	N/A	7.59%	7.01%	6.22%
Standard Deviation of Expected Investment Returns	8.2%	5.2%	11.83%	9.24%	7.28%

Near term is 10 years. Longer term is 60 years. Expected returns are net of fees. CERBT total fees are 10 bps. CEPPT total fees are 25 bps. CERBT data use 2018 capital market assumptions. CEPPT data use 2019 capital market assumptions. Standard deviation is 10 years.

CEPPT/CERBT Asset Class Target Allocations

Asset Classification	Benchmark	CEPPT Strategy 1	CEPPT Strategy 2	CERBT Strategy 1	CERBT Strategy 2	CERBT Strategy 3
Global Equity	MSCI ACWI IMI (Net)	40% ±5%	14% ±5%	59% ±5%	40% ±5%	22% ±5%
Fixed Income	Bloomberg Barclays U.S. Aggregate Bond Index	47% ±5%	73% ±5%	25% ±5%	43% ±5%	49% ±5%
Global Real Estate (REITs)	FTSE EPRA/NAREIT Developed Liquid (Net)	8% ±5%	8% ±5%	8% ±5%	8% ±5%	8% ±5%
Treasury Inflation Protected Securities (TIPS)	Bloomberg Barclays US TIPS Index (Series L)	5% ±3%	5% ±3%	5% ±3%	5% ±3%	16% ±3%
Commodities	S&P GSCI Total Return Index	0% ±3%	0% ±3%	3% ±3%	4% ±3%	5% ±3%
Liquidity	91-Day Treasury Bill	0% ±2%	0% ±2%	0% ±2%	0% ±2%	0% ±2%

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 20-26

CALIFORNIA EMPLOYERS PENSION PREFUNDING TRUST (CEPPT)

WHEREAS, the California Public Employees Retirement System has established the California Employers' Pension Prefunding Trust Fund (CEPPT) to prefund future pension costs, and

WHEREAS, the South Placer Municipal Utility District (District) is desirous of participating in the CEPPT, and

WHEREAS, the District has a current Unfunded Pension Liability of \$4.25 Million and approved \$3 Million in one-time funding in the fiscal year 2020/2021 Budget to contribute to CEPPT, and

WHEREAS, the California Public Employees Retirement System requires that the District Board of Directors authorize the General Manager to enter into the attached Agreement and Election to Prefund Employer Contributions to a Defined Benefit Pension Plan, and

WHEREAS, the California Public Employees Retirement System requires that the District Board of Directors approve the Delegation of Authority to Request Disbursements from CEPPT to the General Manager.

WHEREAS, the California Public Employees Retirement System requires that the District certify the District's CEPPT Funding Policy.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the South Placer Municipal Utility District as follows:

1. The General Manager is authorized to enter into the attached Agreement and Election to Prefund Employer Contributions to a Defined Benefit Pension Plan.
2. The Delegation of Authority to Request Disbursements from CEPPT is granted to the General Manager.
3. The Investment Allocation Strategy has been determined and the General Manager is authorized to certify the Districts' Funding Policy.

4. The General Manager is authorized to take any additional actions necessary to participate in the California Employers' Pension Prefunding Trust (CEPPT).

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 3rd day of September 2020.

Signed: _____
John Murdock, President of the Board of Directors

Attest: _____
Emilie Costan, Board Secretary

CALIFORNIA EMPLOYERS' PENSION PREFUNDING TRUST PROGRAM

**AGREEMENT AND ELECTION
OF**

(NAME OF EMPLOYER)

**to Prefund Employer Contributions to a Defined Benefit
Pension Plan**

WHEREAS (1) Government Code (GC) Section 21711(a) establishes in the State Treasury the California Employers' Pension Prefunding Trust Fund (CEPPT), a special trust fund for the purpose of allowing eligible employers to prefund their required pension contributions to a defined benefit pension plan (each an Employer Pension Plan) by receiving and holding in the CEPPT amounts that are intended to be contributed to an Employer Pension Plan at a later date; and

WHEREAS (2) GC Section 21711(b) provides that the California Public Employees' Retirement System (CalPERS) Board of Administration (Board) has sole and exclusive control of the administration and investment of the CEPPT, the purposes of which include, but are not limited to (i) receiving contributions from participating employers; (ii) investing contributed amounts and income thereon, if any, in order to receive yield on the funds; and (iii) disbursing contributed amounts and income thereon, if any, to pay for costs of administration of the CEPPT and to deposit employer contributions into Employer Pension Plans in accordance with their terms; and

WHEREAS (3) _____
(NAME OF EMPLOYER)

(Employer) desires to participate in the CEPPT upon the terms and conditions set by the Board and as set forth herein; and

WHEREAS (4) Employer may participate in the CEPPT upon (i) approval by the Board and (ii) filing a duly adopted and executed Agreement and Election to Prefund Employer Contributions to a Defined Benefit Pension Plan (Agreement) as provided in the terms and conditions of the Agreement; and

WHEREAS (5) The CEPPT is a trust fund that is intended to perform an essential governmental function (that is, the investment of funds by a State, political subdivision or 115 entity) within the meaning of Internal Revenue Code (Code) Section 115 and Internal Revenue Service Revenue Ruling 77-261, and as an Investment Trust Fund, as defined in Governmental Accounting Standards Board (GASB) Statement No. 84, Paragraph 16, for accounting and financial reporting of fiduciary activities from the

external portion of investment pools and individual investment accounts that are held in a trust that meets the criteria in Paragraph 11c(1).

WHEREAS (6) The CEPPT is not a Code Section 401(a) qualified trust and the assets held in the CEPPT are not assets of any Employer Pension Plan or any plan qualified under Code Section 401(a).

NOW, THEREFORE, BE IT RESOLVED THAT EMPLOYER HEREBY MAKES THE FOLLOWING REPRESENTATION AND WARRANTY AND THAT THE BOARD AND EMPLOYER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

A. Employer Representation and Warranty

Employer hereby represents and warrants that it is the State of California or a political subdivision thereof, or an entity whose income is excluded from gross income under Code Section 115(1).

B. Adoption and Approval of the Agreement; Effective Date; Amendment

(1) Employer's governing body shall elect to participate in the CEPPT by adopting this Agreement and filing with the Board a true and correct original or certified copy of this Agreement as follows:

Filing by mail, send to: CalPERS
CEPPT
P.O. Box 1494
Sacramento, CA 95812-1494

Filing in person, deliver to: CalPERS Mailroom
CEPPT
400 Q Street
Sacramento, CA 95811

(2) Upon receipt of the executed Agreement, and after approval by the Board, the Board shall fix an effective date and shall promptly notify Employer of the effective date of the Agreement. Employer shall provide the Board such other documents as the Board may request, including, but not limited to a certified copy of the resolution(s) of the governing body of Employer authorizing the adoption of the Agreement and documentation naming Employer's successor entity in the event that Employer ceases to exist prior to termination of this Agreement.

(3) The terms of this Agreement may be amended only in writing upon the agreement of both the Board and Employer, except as otherwise provided herein. Any such amendment or modification to this Agreement shall be adopted and executed in the same manner as required for the Agreement. Upon receipt of the executed amendment or modification, the Board shall fix the effective date of the amendment or modification.

(4) The Board shall institute such procedures and processes as it deems necessary to administer the CEPPT, to carry out the purposes of this Agreement, and to maintain the tax-exempt status of the CEPPT. Employer agrees to follow such procedures and processes.

C. Employer Reports Provided for the Board's Use in Trust Administration and Financial Reporting and Employer Contributions

(1) Employer shall provide to the Board a defined benefit pension plan cost report on the basis of the actuarial assumptions and methods prescribed by Actuarial Standards of Practice (ASOP) or prescribed by GASB. Such report shall be for the Board's use in trust administration and financial reporting and shall be prepared at least as often as the minimum frequency required by applicable GASB Standards. This defined benefit pension plan cost report may be prepared as an actuarial valuation report or as a GASB compliant financial report. Such report shall be:

- 1) prepared and signed by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board;
- 2) prepared in accordance with ASOP or with GASB; and
- 3) provided to the Board prior to the Board's acceptance of contributions for the reporting period or as otherwise required by the Board.

(2) In the event that the Board determines, in its sole discretion, that Employer's cost report is not suitable for the Board's purposes and use or if Employer fails to provide a required report, the Board may obtain, at Employer's expense, a report that meets the Board's trust administration and financial reporting needs. At the Board's option, the Board may recover the costs of obtaining the report either by billing and collecting such amount from Employer or through a deduction from Employer's Prefunding Account (as defined in Paragraph D(2) below).

(3) Employer shall notify the Board in writing of the amount and timing of contributions to the CEPPT, which contributions shall be made in the manner established by the Board and in accordance with the terms of this Agreement and any procedures adopted by the Board.

(4) The Board may limit Employer's contributions to the CEPPT to the amount necessary to fully fund the actuarial present value of total projected benefit payments not otherwise prefunded through the applicable Employer Pension Plan (Unfunded PVFB), as set forth in Employer's cost report for the applicable period. If Employer's contribution would cause the assets in Employer's Prefunding Account to exceed the Unfunded PVFB, the Board may refuse to accept the contribution. If Employer's cost report for the applicable period does not set forth the Unfunded PVFB, the Board may

refuse to accept a contribution from Employer if the contribution would cause the assets in Employer's Prefunding Account to exceed Employer's total pension liability, as set forth in Employer's cost report.

(5) No contributions are required. Contributions can be made at any time following the effective date of this Agreement if Employer has first complied with the requirements of this Agreement, including Paragraph C.

(6) Employer acknowledges and agrees that assets held in the CEPPT are not assets of any Employer Pension Plan or any plan qualified under Code Section 401(a), and will not become assets of such a plan unless and until such time as they are distributed from the CEPPT and deposited into an Employer Pension Plan.

D. Administration of Accounts; Investments; Allocation of Income

(1) The Board has established the CEPPT as a trust fund consisting of an aggregation of separate single-employer accounts, with pooled administrative and investment functions.

(2) All Employer contributions and assets attributable to Employer contributions shall be separately accounted for in the CEPPT (Employer's Prefunding Account). Assets in Employer's Prefunding Account will be held for the exclusive purpose of funding Employer's contributions to its Employer Pension Plan(s) and defraying the administrative expenses of the CEPPT.

(3) The assets in Employer's Prefunding Account may be aggregated with the assets of other participating employers and may be co-invested by the Board in any asset classes appropriate for a Code Section 115 trust, subject to any additional requirements set forth in applicable law, including, but not limited to, subdivision (d) of GC Section 21711. Employer shall select between available investment strategies in accordance with applicable Board procedures.

(4) The Board may deduct the costs of administration of the CEPPT from the investment income of the CEPPT or from Employer's Prefunding Account in a manner determined by the Board.

(5) Investment income earned shall be allocated among participating employers and posted to Employer's Prefunding Account daily Monday through Friday, except on holidays, when the allocation will be posted the following business day.

(6) If, at the Board's sole discretion and in compliance with accounting and legal requirements applicable to an Investment Trust Fund and to a Code Section 115 compliant trust, the Board determines to its satisfaction that all obligations to pay defined benefit pension plan benefits in accordance with the applicable Employer Pension Plan terms have been satisfied by payment or by defeasance with no remaining risk regarding the amounts to be paid or the value of assets held in the

CEPPT, then the residual Employer assets held in Employer's Prefunding Account may be returned to Employer.

E. Reports and Statements

- (1) Employer shall submit with each contribution a contribution report in the form and containing the information prescribed by the Board.
- (2) The Board, at its discretion but at least annually, shall prepare and provide a statement of Employer's Prefunding Account reflecting the balance in Employer's Prefunding Account, contributions made during the period covered by the statement, investment income allocated during such period, and such other information as the Board may determine.

F. Disbursements

- (1) Employer may receive disbursements from the CEPPT not to exceed, on an annual basis, the amount of the total annual Employer contributions to Employer's Pension Plan for such year.
- (2) Employer shall notify the Board in writing in the manner specified by the Board of the persons authorized to request disbursements from the CEPPT on behalf of Employer.
- (3) Employer's request for disbursement shall be in writing signed by Employer's authorized representative, in accordance with procedures established by the Board, and the Board may rely conclusively upon such writing. The Board may, but is not required to, require that Employer certify or otherwise demonstrate that amounts disbursed from Employer's Prefunding Account will be used solely for the purposes of the CEPPT. However, in no event shall the Board have any responsibility regarding the application of distributions from Employer's Prefunding Account.
- (4) No disbursement shall be made from the CEPPT which exceeds the balance in Employer's Prefunding Account.
- (5) Requests for disbursements that satisfy the above requirements will be processed on at least a monthly basis.
- (6) The Board shall not be liable for amounts disbursed in error if it has acted upon the written instruction of an individual authorized by Employer to request disbursements, and is under no duty to make any investigation or inquiry about the correctness of such instruction. In the event of any other erroneous disbursement, the extent of the Board's liability shall be the actual dollar amount of the disbursement, plus interest at the actual earnings rate but not less than zero.

G. Costs of Administration

Employer shall pay its share of the costs of administration of the CEPPT, as determined by the Board and in accordance with Paragraph D.

H. Termination of Employer's Participation in the CEPPT

(1) The Board may terminate Employer's participation in the CEPPT if:

- (a) Employer's governing body gives written notice to the Board of its election to terminate; or
- (b) The Board determines, in its sole discretion, that Employer has failed to satisfy the terms and conditions of applicable law, this Agreement or the Board's rules, regulations or procedures.

(2) If Employer's participation in the CEPPT terminates for either of the foregoing reasons, all assets in Employer's Prefunding Account shall remain in the CEPPT, except as otherwise provided below, and shall continue to be invested and accrue income as provided in Paragraph D, and Employer shall remain subject to the terms of this Agreement with respect to such assets.

(3) After Employer's participation in the CEPPT terminates, Employer may not make further contributions to the CEPPT.

(4) After Employer's participation in the CEPPT terminates, disbursements from Employer's Prefunding Account may continue upon Employer's instruction or otherwise in accordance with the terms of this Agreement.

(5) After Employer's participation in the CEPPT terminates, the governing body of Employer may request either:

- (a) A trustee to trustee transfer of the assets in Employer's Prefunding Account to a trust dedicated to prefunding Employer's required pension contributions; provided that the Board shall have no obligation to make such transfer unless the Board determines that the transfer will satisfy applicable requirements of the Code, other law and accounting standards, and the Board's fiduciary duties. If the Board determines that the transfer will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the transfer. The amount to be transferred shall be the amount in Employer's Prefunding Account as of the date of the transfer (the "transfer date") and shall include investment earnings up to an investment earnings allocation date preceding the transfer date. In no event shall the investment earnings allocation date precede the transfer date by more than 150 days.

- (b) A disbursement of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such disbursement unless the Board determines that, in compliance with the Code, other law and accounting standards, and the Board's fiduciary duties, all of Employer's obligations for payment of defined benefit pension plan benefits and reasonable administrative costs of the Board have been satisfied. If the Board determines that the disbursement will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the disbursement. The amount to be disbursed shall be the amount in Employer's Prefunding Account as of the date of the disbursement (the "disbursement date") and shall include investment earnings up to an investment earnings allocation date preceding the disbursement date. In no event shall the investment earnings allocation date precede the disbursement date by more than 150 days.

(6) After Employer's participation in the CEPPT terminates and at such time that no assets remain in Employer's Prefunding Account, this Agreement shall terminate. To the extent that assets remain in Employer's Prefunding Account, this Agreement shall remain in full force and effect.

(7) If, for any reason, the Board terminates the CEPPT, the assets in Employer's Prefunding Account shall be paid to Employer to the extent permitted by law and Code Section 115 after retention of (i) an amount sufficient to pay the Unfunded PVFB as set forth in a current defined benefit pension plan(s) cost report prepared in compliance with ASOP and the requirements of Paragraph C(1), and (ii) amounts sufficient to pay reasonable administrative costs of the Board. Amounts retained by the Board to pay the Unfunded PVFB shall be transferred to (i) another Code Section 115 trust dedicated to prefunding Employer's required pension contributions, subject to the Board's determination that such transfer will satisfy applicable requirements of the Code, other law and accounting standards, and the Board's fiduciary duties or (ii) Employer's Pension Plan, subject to acceptance by Employer's Pension Plan.

(8) If Employer ceases to exist but Employer's Prefunding Account continues to exist, and if no provision has been made to the Board's satisfaction by Employer with respect to Employer's Prefunding Account, the Board shall be permitted to identify and appoint a successor to Employer under this Agreement, provided that the Board first determines, in its sole discretion, that there is a reasonable basis upon which to identify and appoint such a successor and provided further that such successor agrees in writing to be bound by the terms of this Agreement. If the Board is unable to identify or appoint a successor as provided in the preceding sentence, then the Board is authorized to appoint a third-party administrator or other successor to act on behalf of Employer under this Agreement and to otherwise carry out the intent of this Agreement with respect to Employer's Prefunding Account. Any and all costs associated with such appointment shall be paid from the assets attributable to Employer's Prefunding Account. At the Board's option, and subject to acceptance by Employer's Pension Plan,

the Board may instead transfer the assets in Employer's Prefunding Account to Employer's Pension Plan and terminate this Agreement.

(9) If the Board determines, in its sole discretion, that Employer has breached the representation and warranty set forth in Paragraph A., the Board shall take whatever action it deems necessary to preserve the tax-exempt status of the CEPPT.

I. Indemnification

Employer shall indemnify, defend, and hold harmless CalPERS, the Board, the CEPPT, and all of the officers, trustees, agents and employees of the foregoing from and against any loss, liability, claims, causes of action, suits, or expense (including reasonable attorneys' fees and defense costs, lien fees, judgments, fines, penalties, expert witness fees, appeals, and claims for damages of any nature whatsoever) not charged to the CEPPT and imposed as a result of, arising out of, related to or in connection with (1) the performance of the Board's duties or responsibilities under this Agreement, except to the extent that such loss, liability, suit or expense results or arises from the Board's own gross negligence, willful misconduct or material breach of this Agreement, or (2) without limiting the scope of Paragraph F(6) of this Agreement, any acts taken or transactions effected in accordance with written directions from Employer or any of its authorized representatives or any failure of the Board to act in the absence of such written directions to the extent the Board is authorized to act only at the direction of Employer.

J. General Provisions

(1) Books and Records

Employer shall keep accurate books and records connected with the performance of this Agreement. Such books and records shall be kept in a secure location at Employer's office(s) and shall be available for inspection and copying by the Board and its representatives.

(2) Notice

(a) Any notice or other written communication pursuant to this Agreement will be deemed effective immediately upon personal delivery, or if mailed, three (3) days after the date of mailing, or if delivered by express mail or e-mail, immediately upon the date of confirmed delivery, to the following:

For the Board:

Filing by mail, send to:
CalPERS
CEPPT
P.O. Box 1494
Sacramento, CA 95812-1494

Filing in person, deliver to:
CalPERS Mailroom
CEPPT
400 Q Street
Sacramento, CA 95811

For Employer:

(b) Either party to this Agreement may, from time to time by notice in writing served upon the other, designate a different mailing address to which, or a different person to whom, all such notices thereafter are to be addressed.

(3) Survival

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of this Agreement shall survive the termination of this Agreement.

(4) Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

(5) Necessary Acts; Further Assurances

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

(6) Incorporation of Amendments to Applicable Laws and Accounting Standards

Any references to sections of federal or state statutes or regulations or accounting standards shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

(7) Days

Wherever in this Agreement a set number of days is stated or allowed for a particular event to occur, the days are understood to include all calendar days, including weekends and holidays, unless otherwise stated.

(8) No Third Party Beneficiaries

Except as expressly provided herein, this Agreement is for the sole benefit of the parties hereto and their permitted successors and assignees, and nothing herein, expressed or implied, will give or be construed to give any other person any legal or equitable rights hereunder. Notwithstanding the foregoing, CalPERS, the CEPPT, and all of the officers, trustees, agents and employees of CalPERS, the CEPPT and the Board shall be considered third party beneficiaries of this Agreement with respect to Paragraph I above.

(9) Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

A majority vote of Employer's Governing Body at a public meeting held on the _____ day of the month of _____ in the year _____, authorized entering into this Agreement.

Signature of the Presiding Officer: _____

Printed Name of the Presiding Officer: _____

Name of Governing Body: _____

Name of Employer: _____

Date: _____

BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____

ARNITA PAIGE
DIVISION CHIEF, PENSION CONTRACT AND PREFUNDING PROGRAMS
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

<p>To be completed by CalPERS</p> <p>The effective date of this Agreement is: _____</p>



Delegation of Authority to Request Disbursements
California Employers' Pension Prefunding Trust
(CEPPT)

RESOLUTION
OF THE

(GOVERNING BODY)

OF THE

(NAME OF EMPLOYER)

The _____ delegates to the incumbents
(GOVERNING BODY)

in the positions of _____ and
(TITLE)

_____, and/or
(TITLE)

_____ authority to request on behalf of the
(TITLE)

Employer disbursements from the Pension Prefunding Trust and to certify as to the purpose
for which the disbursed funds will be used.

By _____

Title _____

Witness _____

Date _____



California Public Employees' Retirement System
 California Employers' Pension Prefunding Trust (CEPPT)
 400 Q Street, Sacramento, CA 95811
 www.calpers.ca.gov

California Employers' Pension Prefunding Trust (CEPPT) CERTIFICATION OF FUNDING POLICY

EMPLOYER NAME: _____

SECTION I: CEPPT Asset Allocation Strategy Selection

As the employer, I certify that my agency chooses the following CEPPT asset allocation strategy (select one):

CEPPT Asset Allocation Strategy	10 Year Expected Rate of Return	Expected Volatility (Standard Deviation)
Strategy 1	5.0%	8.2%
Strategy 2	4.0%	5.2%
Concurrent Enrollment	-	-

SECTION II: Contributions and Reimbursements

As the employer, I certify that we intend to make CEPPT contributions and request eligible reimbursements in the following manner:

Contributions:

We intend to make an initial contribution of \$ _____ on or around _____.
(MM/YYYY)

For fiscal year ending June 30, _____ we intend to contribute the estimated following amount(s) in:
(YYYY)

Strategy 1: \$ _____ and/or

Strategy 2: \$ _____

For fiscal year ending June 30, _____ we intend to contribute the estimated following amount(s) in:
(YYYY)

Strategy 1: \$ _____ and/or

Strategy 2: \$ _____

Reimbursements:

During the two years period identified above, do you intend to seek a reimbursement?

Yes

No

If you answered yes:

For fiscal year ending June 30, _____ we intend to seek an approximate reimbursement of \$ _____.
(YYYY)

For fiscal year ending June 30, _____ we intend to seek an approximate reimbursement of \$ _____.
(YYYY)

COMMENTS:

We understand we will be asked to provide information to CalPERS as required to facilitate compliance with Governmental Accounting Standards Board (GASB) reporting requirements and we agree to provide this information to CalPERS on a timely basis.

We understand that CEPPT will be reported in aggregate as a fiduciary fund for CalPERS reporting. CEPPT assets will not be reported under GASB 67/68.

We understand that the cash flow information provided in Section II are estimated amounts and is being used for CEPPT asset management purposes. There is no implied commitment to contribute or reimburse.

Employer Name

Printed Name of Person Signing the Form

Title of Person Signing the Form

Signature

Date

Designated Employer Contact Name

Title of Designated Employer Contact

Phone #

Email Address

This page provides instructions to complete each section of the Certification of Pension Funding Policy.

SECTION I: CEPPT Asset Allocation Strategy Selection

Your CEPPT assets will be invested using the asset allocation strategy checked here. Each strategy has a different assumed 10 year expected rate of return and risk profile.

SECTION II: Contributions and Reimbursements

Here we ask you to indicate how you expect to make contributions to, and seek reimbursement from, the trust. All contributions are voluntary and never required. This section is for informational purpose. There is no implied commitment to contribute or reimburse. Information provided is intended for investment forecast and asset management purposes.

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Herb Niederberger, General Manager

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

Subject: 2018-22 Strategic Plan, Annual Status Report

Meeting Date: September 3, 2020

Overview

The South Placer Municipal Utility District 2018-22 Strategic Plan, approved by the Board of Directors in October 2017, established the blueprint for the District’s current activities and response to future activities and changing priorities. The Strategic Plan confirms the District’s Mission, Vision and Core Values as a customer driven utility dedicated to protecting the public health by providing quality sanitary sewer collection service while protecting and preserving our water environment and resources for future generations.

The 2018-22 Strategic Plan includes Key Areas of Focus and Specific Goals that the District plans to accomplish during this planning period. A summary of the Key Areas and Goals are included in Attachment 1 to this report. Staff routinely evaluates and measures the progress toward achieving or completing the desired goals. These outcomes are reported annually to the Board in a Report Card. Included as Attachment 2 is a report card ending the 4th Quarter of the last fiscal year (FY 2019-20). As indicated in the Report Card, the District has made progress on meeting its goals, particularly with the high-priority, technology-related projects. As the Strategic Plan is intended to be durable and dynamic, staff may in the future propose revisiting the goals and priorities with suggested improvements, consolidations or eliminations.

Recommendation

Staff recommends that the Board of Directors receive the Annual Status Report on the progress toward meeting the Strategic Plan Goals and Objectives

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

Fiscal Impact

There is no direct fiscal impact associated with receiving this report; however, individual elements of the work plans carry associated financial impacts that will be quantified prior to any District action.

Attachments:

1. Summary of the Key Areas and Goals
2. Report Card ending 4th Quarter, FY 2019-20

Summary
South Placer Municipal Utility District
Strategic Planning 2018-2022

Key Areas of Focus & Desired Outcomes; Goals & Key Performance Indicators

I. Customer Service:

Provide efficient and effective level of sewer service that meets customer and stakeholder expectations.

Goal 1.1: Engage Customers and stakeholders and promote Public Participation to determine expectations and deliver excellent customer service (combine with 1.5 below)

Objectives

- a) Implement Customer and Stakeholder feedback form and satisfaction survey
- b) Add a “forum” component to the website
- c) Create an interactive learning tool to the website (FOG, roots, building sewer, responsibility, cleanouts, fixtures)
- d) Investigate an interactive customer-specific tool to the website (billing - Tyler)
- e) Investigate an interactive stakeholder tool to be added to the website (GIS)
- f) Improve web payments site and customer access to their accounts
- g) Focus on building relationships and engage in two-way communication with business partners, title companies, city & county departments as it relates to customer accounts
- h) Develop communication protocol with partner agencies – city/town/county portal

Goal 1.2: Improve Communications.

Objectives

- a) Implement Project Outreach Plan
- b) Publish two newsletters annually
- c) Prepare routine press releases of District activity
- d) Develop more comprehensive content for door hangar
- e) Provide employee training (common voice) regarding communication with media/stakeholders/customers

Goal 1.3: Maintain transparency with all District activities

Objectives

- a) Renew Transparency Certification
- b) Obtain GFOA Award for Financial reporting
- c) Post performance measures and annual work plan goals on website
- d) Post link to State Waterboards SSO program
- e) Encourage clear communications with employees to ensure they understand the Districts values and goals

Key Performance Indicators

Amount of Customer dissatisfaction; complaint summary

Customer contact satisfaction rate

II. Sustainability

By taking advantage of opportunities to invest in energy efficiency, renewable energy, water and wastewater management and other sustainable practices to improve the Districts fiscal health and economic prosperity of the residents and businesses that are served by the District.

Goal 2.1: Develop and implement strategies to conserve energy and use it more efficiently.

Objectives

- a) Perform Energy Audits
- b) Solar at CY Facilities
- c) Explore back-up generation of power for District facilities

Goal 2.2: Implement efforts to ensure water efficiency in District buildings and Operations

Objectives

- a) Perform Water Use Audit
- b) Evaluate Reverse Osmosis Water Treatment Plant for efficiency and continued use
- c) Assess and reduce water use and attributed costs
- d) Irrigate CY grounds with well water
- e) Change CY landscape to drought-resistant, reduce amount of grass
- f) Supplement hydro-cleaning activities with well water
- g) Clean only pipes that need to be cleaned

Goal 2.3: Select, Implement and Integrate strategies to use renewable energy, low carbon fuels, and investigate options for feasibility or alternative fuel-efficient vehicles

Objectives

- a) Perform Fuel Study
- b) Evaluate Fuel alternatives
- c) Hybrid vehicles

Goal 2.4: Embrace Green building policies in the design and operation of District Facilities and enhance sustainable building and construction practices

Objectives

- a) Adopt and Implement Low-Impact-Development Standards
- b) Evaluate use of permeable pavements as a long-term substitute for asphalt paving
- c) Investigate Institute for Sustainable Infrastructure (ISI) Envision process

Goal 2.5: Implement a comprehensive waste reduction and recycling program

Objectives

- a) Enhance current recycling efforts at all District facilities
- b) Establish recycling goals
- c) Continue to pursue a paperless work environment
- d) Procure postconsumer recycled content products
- e) Promote source reduction of office supplies
- f) Enhance used cooking oil pick up program
- g) Enhance e-waste recycling program (household batteries)

Goal 2.6: Provide performance measures and metrics to compare to Best Management Practices.

Objectives

- a) Develop performance measures intended to evaluate sustainability efforts

Key Performance Indicators

Has the District experienced measurable reductions in energy, fuel and water use and waste generation?

III. Infrastructure Management and Capital Improvement

Provide professional, technical, construction and engineering services that ensure the best possible facilities for the District now and in the future.

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

Objectives

- a) Create a Quality Control process for SPMUD projects
- b) Create a Quality Control process for Development projects
- c) Create a Quality Control process for County/City/Town projects

Goal 3.2: Provide construction management to ensure the best possible facilities for the District

Objectives

- a) Evaluate work force to ensure appropriate staffing to achieve this goal.
- b) Develop a Construction Management Program for District projects

Goal 3.3: Develop and implement a Tactical Asset Management Program

Objectives

- a) Evaluate current asset inventories and management processes
- b) Develop condition assessment/rehab replace program
- c) Prioritize CIP and determine long-term needs
 - a. HRF, HFLS
 - b. Lift Station Abandonment Schedule

Goal 3.4: Provide performance measures and metrics to compare to Best Management Practices

Key Performance Indicators

Through an Annual review process, are District projects and process performing as designed and intended?

IV. Sewer System Maintenance and Watershed Management

Maintain and improve the District's infrastructure in a cost-effective manner to ensure delivery of reliable, high quality service now and in the future. Meet or surpass water quality, environmental, regulatory and public health standards, while maintaining the public trust.

Goal 4.1: Maintain Compliance with pertinent regulations

Objectives

- a) Use consultants to establish a regulatory compliance program
- b) Attend/participate in industry workshops and conferences
- c) Participate in the State Water Boards SSO reduction programs
- d) Continuously evaluate the District's OERP
- e) Investigate Regional Partners Regulatory Compliance Program

Goal 4.2: Prevent and Mitigate Sewer System Overflows (SSOs) using the most efficient and effective maintenance and operational methods and procedures.

Objectives

- a) CCTV the mainline system in a four-year interval
- b) Perform condition assessment of 1600 laterals/year
- c) Clean all lines identified by CCTV operations to be cleaned
- d) Eliminate repeat customer service calls
- e) Ensure cleanouts on all District owned Lower Laterals

Goal 4.3: Implement the FSE FOG permit system.

Objectives

- a) Permit all FSE's
- b) Inspect all FSE's on an appropriate schedule

Goal 4.4: Provide performance measures and metrics to compare to Industry Best Management Practices

Key Performance Indicators

Are we in compliance with all Federal, State and Local regulatory requirements?

Have we met all established performance goals?

V. Financial Stability

Manage the District's finances to support district needs and maintain reasonable wastewater rates.

Goal 5.1: Maintain Wastewater rates sufficient to meet financial needs, operational demands, regulatory requirements and customer expectations

Objectives

- a) 5-Year Financial Plan Updates
- b) Establish predictable rates
- c) Recover sufficient revenues to maintain wastewater operations, capital and regulatory requirements

Goal 5.2: Explore and evaluate investment and business practice alternatives

Objectives

- a) Periodically review Board Investment and Reserve policies and permitted investment allocations

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

Objectives

- b) Evaluate investments and monitor liquidity needs

Goal 5.4: Prepare balanced annual budgets; conduct acceptable audits

Objectives

- a) Obtain GFOA Award
- b) Conduct Annual Audit

Goal 5.5: Provide qualifying low-income program rates for eligible customers

Objectives

- a) Implement Lifeline Low Income Rate Assistance Program

Goal 5.6: Provide routine reports on Financial Stability

Objectives

- a) Monthly and annual reporting of investments and expenditures
- b) Annual report to the Board from the investment team

Goal 5.7: Provide performance measures and metrics to compare to Industry Best Management Practices

Key Performance Indicators

Are wastewater rates sufficient to support district needs?

Are wastewater rates comparable to surrounding sanitary sewer agencies?

VI. Workforce Planning and Employee Development

Provide a collaborative team-oriented workforce that is fully trained, fairly compensated, and accountable with clearly defined career paths for the evolving work environment

Goal 6.1: Enhance Professional Development and Training Programs to invest in District employees

Objectives

- a) Bring experts to the District for in-house training (Departmental specific and advanced word processing, spreadsheets etc.)
- b) Field staff attend CWEA training
- c) Investigate a regional partners training program
- d) Enhanced incentives for professional development
- e) Evaluate core/non-core duties for performance by contracted services/consultants

Goal 6.2: Develop and implement competitive and Incentive-based Compensation Programs

Objectives

- a) Implement Performance Based Compensation Program (West Bay Model)
- b) Implement Performance Based Wellness program

Goal 6.3: Continuously evaluate the organizational staffing needs for the District

Objectives

- a) Investigate staffing triggers
- b) Investigate the concept of staffing models and determine cost benefit analysis
- c) Use of Consultants; evaluate outsourcing of non-core functions
- d) Safety Regulatory Compliance Officer
- e) Develop Performance Standards by Job Classification

Goal 6.4: Provide performance measures and metrics to compare to Industry Best Management Practices

Key Performance Indicators

Are District employees performing as required by Performance Plans?

Have we had voluntary participation in the Employee Training Programs?

VII. Operational Optimization

Improve functions that support the District's administrative, financial, technical, and field activities and provide the best service to the customer.

Goal 7.1: Information Technology

Improve the various data management and information systems

Objectives

- a) Continuously evaluate available technology to ensure efficient programs and processes
- b) Implement technology based upon District needs

Goal 7.2: Develop and implement Records Management Plan

Objectives

- a) Implement Records Retention Policy
- b) Inventory Old Agreements. Establish intention and history, document (use of GIS) and train staff accordingly (refund agreements, assessment districts, pre-paid agreements/credits)
- c) Manage Archiving Systems
- d) Develop Standard documentation procedures/electronic filing protocols, file naming etc.

Goal 7.3: Business Efficiencies

Objectives

- a) Implement Fuel Station Card-Lock (done)
- b) Increase the number of customers using the web site to manage their customer accounts and make web payments
- c) Evaluate need for contracted services/consultants for core/non-core tasks

Key Performance Indicators

Has the District explored and exploited all opportunities to utilize technology in making District processes more efficient?

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STRATEGIC PLAN - FY 17/18 - 21/22**



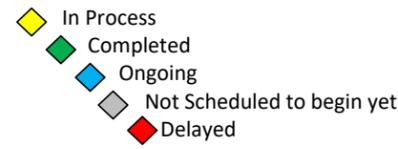
Objectives	DEPT RESP.	FY 17/18				FY 18/19				FY 19/20				
		July-Sept 2017	Oct-Dec 2017	Jan-Mar 2018	Apr-June 2018	July-Sept 2018	Oct-Dec 2018	Jan-Mar 2019	Apr - Jun 2019	July-Sept 2019	Oct-Dec 2019	Jan-Mar 2020	Apr-June 2020	
I. Customer Service:														
Goal 1.1: Engage Customers and stakeholders and promote Public Participation to determine expectations and deliver excellent customer service														
Goal 1.1 a	Implement Customer and Stakeholder Feedback Form and Satisfaction survey	ASD	In Process	In Process	Completed	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing
Goal 1.1 b	Add a "Forum" component to the District Website	ASD											Discard	
Goal 1.1 c	Create an interactive learning tool to the website (FOG, roots, building sewer, responsibility, cleanouts, fixtures...)	TSD					Delayed	Delayed	Implement	Implement	In Process	In Process	Ongoing	Ongoing
Goal 1.1 d	Investigate an interactive customer-specific tool to the website (billing)	ASD									Completed	Ongoing	Ongoing	Ongoing
Goal 1.1 e	Investigate an interactive stakeholder tool to be added to the website (GIS)	TSD		In Process	In Process	Completed	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing
Goal 1.1 f	Improve web payments site and customer access to their accounts	ASD	In Process	In Process	Completed	Completed	Completed	Completed	Completed	Completed	Ongoing	Ongoing	Ongoing	Ongoing
Goal 1.1 g	Focus on building relationships and engage in two-way communication with business partners, title companies, city & county departments as it relates to customer accounts.	ASD	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing
Goal 1.1 h	Develop communication protocol with partner agencies – city/town/county portal	TSD							Develop	Develop	Ongoing	Ongoing	Ongoing	Ongoing
Goal 1.2: Improve Communications														
Goal 1.2 a	Implement Project Outreach Plan	TSD	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing
Goal 1.2 b	Publish two newsletters annually	ASD	In Process	Completed	In Process	Completed		Completed	Completed	Completed	Ongoing	Ongoing	Ongoing	Ongoing
Goal 1.2 c	Prepare routine press releases of District activities	ASD	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing
Goal 1.2 d	Develop comprehensive content for door hangar	TSD					Develop	Develop	Develop	Develop	Completed	Ongoing	Ongoing	Ongoing
Goal 1.2 e	Provide employee training (common voice) regarding communication with media/stakeholder/customers.	ASD	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Completed	Ongoing	Ongoing	Ongoing
Goal 1.3: Transparency with all District Activities														
Goal 1.3 a	Renew Transparency Certification	ASD						Prepare	Prepare	Send	Cert.	Ongoing	Ongoing	Ongoing
Goal 1.3 b	Obtain GFOA Award for Financial Reporting	ASD	Delayed	Delayed	Delayed	Delayed	Prepare	Send	Send	Send	Send	Send	Ongoing	Ongoing
Goal 1.3 c	Post performance measures and annual work plan goals on website	TSD	Delayed	Delayed	Delayed	Delayed	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing
Goal 1.3 d	Post link to State Waterboards SSO program	FSD	Completed	Completed	Completed	Completed	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing
Goal 1.3 e	Encourage clear communications with employees to ensure they understand the Districts values and goals.	ASD	In Process	In Process	In Process	In Process	In Process	In Process	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing	Ongoing

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STRATEGIC PLAN - FY 17/18 - 21/22**



Objectives	DEPT RESP.	FY 17/18				FY 18/19				FY 19/20				
		July-Sept 2017	Oct-Dec 2017	Jan-Mar 2018	Apr-June 2018	July-Sept 2018	Oct-Dec 2018	Jan-Mar 2019	Apr - Jun 2019	July-Sept 2019	Oct-Dec 2019	Jan-Mar 2020	Apr-June 2020	
II. Sustainability														
Goal 2.1: Develop and implement strategies to conserve energy and use it more efficiently														
Goal 2.1 a	Perform Energy Audits	FSD						In Process	Complete					
Goal 2.1 b	Solar at CY Facilities	FSD												
Goal 2.1 c	Explore back-up generation of power for District facilities	FSD						Complete						
Goal 2.2: Implement efforts to ensure water efficiency in District buildings and Operations														
Goal 2.2 a	Perform Water Use Audit	FSD									Complete			
Goal 2.2 b	Evaluate Reverse Osmosis Water Treatment Plant for efficiency and continued use	FSD									Complete			
Goal 2.2 c	Assess and reduce water use and attributed costs	FSD												
Goal 2.2 d	Irrigate CY grounds with well water	FSD						X	X	X	X	X	X	X
Goal 2.2 e	Change CY landscape to drought-resistant, reduce amount of grass	FSD						Complete						
Goal 2.2 f	Supplement hydro-cleaning activities with well water	FSD						X	X	X	X	X	X	X
Goal 2.2 g	Clean only pipes that need to be cleaned	FSD						X	X	X	X	X	X	X
Goal 2.3: Select, Implement and Integrate strategies to use renewable energy, low carbon fuels, and investigate options for feasibility or alternative fuel efficient vehicles														
Goal 2.3 a	Perform Fuel Study	FSD												
Goal 2.3 b	Evaluate Fuel Alternatives	FSD												X
Goal 2.3 c	Hybrid Vehicles	FSD												X
Goal 2.4: Embrace Green building policies in the design and operation of District Facilities and enhance sustainable building and construction practices														
Goal 2.4 a	Adopt and Implement Low-Impact-Development Standards	TSD												
Goal 2.4 b	Evaluate use of permeable pavements as a long term substitute for asphalt paving	TSD												
Goal 2.4 c	Investigate Institute for Sustainable Infrastructure (ISI) Envision process	TSD												
Goal 2.5: Implement a comprehensive waste reduction and recycling program														
Goal 2.5 a	Enhance current recycling efforts at all District facilities.	ASD						X	X	X	X	X	X	X
Goal 2.5 b	Establish recycling goals.	ASD						X	X	X	X	X	X	X
Goal 2.5 c	Continue to pursue a paperless work environment.	ASD						X	X	X	X	X	X	X
Goal 2.5 d	Procure postconsumer recycled content products.	ASD						X	X	X	X	X	X	X
Goal 2.5 e	Promote source reduction of office supplies.	ASD						X	X	X	X	X	X	X
Goal 2.5 f	Enhance used cooking oil pick up program	TSD							Research	Implement				
Goal 2.5 g	Enhance e-waste recycling program (household batteries)	FSD												
Goal 2.6: Provide performance measures and metrics to compare to Best Management Practices.														
Goal 2.6 a	Develop performance measures intended to evaluate sustainability efforts.	TSD						Implement						

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STRATEGIC PLAN - FY 17/18 - 21/22**



Objectives		DEPT RESP.	FY 17/18				FY 18/19			FY 19/20				
			July-Sept 2017	Oct-Dec 2017	Jan-Mar 2018	Apr-June 2018	July-Sept 2018	Oct-Dec 2018	Jan-Mar 2019	Apr - Jun 2019	July-Sept 2019	Oct-Dec 2019	Jan-Mar 2020	Apr-June 2020
III. Infrastructure Management and Capital Improvement														
Goal 3.1: Plan all projects to ensure adherence to District standards and ordinances														
Goal 3.1 a	Create a Quality Control process for SPMUD projects	TSD								Develop	Develop			
Goal 3.1 b	Create a Quality Control process for Development projects	TSD								Develop	Develop			
Goal 3.1 c	Create a Quality Control process for County/City/Town projects	TSD								Develop	Develop			
Goal 3.2: Provide construction management to ensure the best possible facilities for the District														
Goal 3.2 a	Evaluate work force to ensure appropriate staffing to achieve this goal	TSD						Evaluate	Evaluate					
Goal 3.2 b	Develop a Construction Management Program for District projects	TSD						Develop	Develop					
Goal 3.3: Develop and implement a Tactical Asset Management Program														
Goal 3.3 a	Evaluate current asset inventories and management practices	TSD										Evaluate		
Goal 3.3 b	Develop condition assessment/rehab replace program	FSD						Implement				Implement		
Goal 3.3 c	Prioritize CIP and determine long-term needs: a. HRD, HFLS b. Lift Station Abandonment Schedule	FSD						Develop	Assess				Assess	
Goal 3.4: Provide performance measures and metrics to compare to Best Management Practices														
Goal 3.4	Provide Performance Measures and metrics to compare to Best Management Practices	TSD												Revisit

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STRATEGIC PLAN - FY 17/18 - 21/22**



Objectives		DEPT RESP.	FY 17/18				FY 18/19				FY 19/20			
			July-Sept 2017	Oct-Dec 2017	Jan-Mar 2018	Apr-June 2018	July-Sept 2018	Oct-Dec 2018	Jan-Mar 2019	Apr - Jun 2019	July-Sept 2019	Oct-Dec 2019	Jan-Mar 2020	Apr-June 2020
IV. Sewer System Maintenance and Watershed Management														
Goal 4.1: Maintain Compliance with pertinent regulations														
Goal 4.1 a	Use consultants to establish a regulatory compliance program	FSD												
Goal 4.1 b	Attend/participate in industry workshops and conferences	FSD							X				X	
Goal 4.1 c	Participate in the State Water Boards SSO reduction programs	FSD					X	X	X	X	X	X	X	X
Goal 4.1 d	Continuously evaluate the District's OERP	FSD					X	X	X	X	X	X	X	X
Goal 4.1 e	Investigate Regional Partners Regulatory Compliance Program	TSD												
Goal 4.1 f	Implement advocacy program to combat unnecessary regulations that affect Districts' cost of service	TSD					X	X	X	X				
Goal 4.2: Prevent and Mitigate Sewer System Overflows (SSOs) using the most efficient and effective maintenance and operational methods and procedures.														
Goal 4.2 a	CCTV the mainline system in a four-year interval	FSD					X	X	X	X	X	X	X	X
Goal 4.2 b	Perform condition assessment of 1600 laterals/year	FSD					X	X	X	X	X	X	X	X
Goal 4.2 c	Clean all lines identified by CCTV operations to be cleaned	FSD					X	X	X	X	X	X	X	X
Goal 4.2 d	Eliminate repeat customer service calls	FSD					X	X	X	X	X	X	X	X
Goal 4.2 e	Ensure cleanouts on all District owned Lower Laterals	FSD					X	X	X	X	X	X	X	X
Goal 4.3: Implement the FSE FOG permit system.														
Goal 4.3 a	Permit all FSE's	TSD					X	X	X	X	X	X	X	X
Goal 4.3 b	Inspect all FSE's on an appropriate schedule	TSD						Inspect	Inspect	Inspect				
Goal 4.4: Provide performance measures and metrics to compare to Best Management Practices														
Goal 4.4	Provide Performance Measures and metrics to compare to Best Management Practices	fsd												

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STRATEGIC PLAN - FY 17/18 - 21/22**



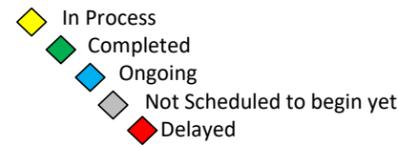
Objectives		DEPT RESP.	FY 17/18				FY 18/19			FY 19/20				
			July-Sept 2017	Oct-Dec 2017	Jan-Mar 2018	Apr-June 2018	July-Sept 2018	Oct-Dec 2018	Jan-Mar 2019	Apr - Jun 2019	July-Sept 2019	Oct-Dec 2019	Jan-Mar 2020	Apr-June 2020
V. Financial Stability														
Goal 5.1: Maintain Wastewater rates sufficient to meet financial needs, operational demands, regulatory requirements and customer expectations														
Goal 5.1 a	5- Year Financial plan updates	ASD									x			
Goal 5.1 b	Establish predictable rates	ASD												
Goal 5.1 c	Recover sufficient revenues to maintain wastewater operations, capital and regulatory requirements.	ASD					x	x	x	x	x	x	x	x
Goal 5.2: Explore and evaluate investment and business practice alternatives														
Goal 5.2 a	Periodically review Board Investment and Reserve policies and permitted investment allocations.	ASD							x					x
Goal 5.3: Maintain financial responsibility by ensuring allocated funding sources are adequate to meet expenses; and that available funds and resources are managed efficiently.														
Goal 5.3 a	Evaluate investments and monitor liquidity needs.	ASD					x	x	x	x	x	x	x	x
Goal 5.4: Prepare balanced annual budgets; conduct acceptable audits														
Goal 5.4 a	Obtain GFOA Award for Financial Reporting	ASD					Prepare	Send			Prepare	Send		
Goal 5.4 b	Conduct Annual Audit	ASD					Prepare	Complete		Prepare	Prepare	Complete		Prepare
Goal 5.5: Provide qualifying low income program rates for eligible customers														
Goal 5.5 a	Investigate the mplementation of a Lifeline Low income Rate Assistance Program.	ASD					x	x	x	x	x	x	x	x
Goal 5.6: Provide routine reports on Financial Stability														
Goal 5.6 a	Monthly and annual reporting of investments and expenditures.	ASD					x	x	x	x	x	x	x	x
Goal 5.6 b	Annual report to the Board from the investment team.	ASD							x				x	
Goal 5.7: Provide performance measures and metrics to compare to Best Management Practices														
Goal 5.7:	Provide Performance Measures and metrics to compare to Best Management Practices	FSD												

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STRATEGIC PLAN - FY 17/18 - 21/22**



Objectives	DEPT RESP.	FY 17/18				FY 18/19			FY 19/20					
		July-Sept 2017	Oct-Dec 2017	Jan-Mar 2018	Apr-June 2018	July-Sept 2018	Oct-Dec 2018	Jan-Mar 2019	Apr - Jun 2019	July-Sept 2019	Oct-Dec 2019	Jan-Mar 2020	Apr-June 2020	
VI. Workforce Planning and Employee Development														
Goal 6.1: Enhance Professional Development and Training Programs to invest in District employees														
Goal 6.1 a	Bring experts to the District for in-house training (Departmental specific)	FSD												
Goal 6.1 b	Field staff attend CWEA training	FSD							X				X	
Goal 6.1 c	Investigate a regional partners training program	FSD												
Goal 6.1 d	Enhanced incentives for professional development	FSD						X	Complete					
Goal 6.1 e	Evaluate core/non-core duties for performance by contracted services/consultants	TSD												
Goal 6.2: Develop and implement competitive and Incentive-based Compensation Programs														
Goal 6.2 a	Implement Performance Based Compensation Program (West Bay Model)	FSD					X	X	X	X	X	X	X	X
Goal 6.2 b	Implement Performance Based Wellness Program	FSD					X	X	X	X	X	X	X	X
Goal 6.3: Continuously Annually evaluate the organizational staffing needs for the District														
Goal 6.3 a	Investigate staffing triggers	FSD											X	Complete
Goal 6.3 b	Investigate the concept of staffing models and determine cost benefit analysis	TSD												
Goal 6.3 c	Use of Consultants; evaluate outsourcing of non-core functions	TSD												
Goal 6.3 d	Safety Regulatory Compliance Officer	FSD												
Goal 6.3 e	Develop Performance Standards by Job Classification	FSD												
Goal 6.4: Provide performance measures and metrics to compare to Industry Best Management Practices														
Goal 6.4:	Provide Performance Measures and metrics to compare to Best Management Practices	FSD												

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STRATEGIC PLAN - FY 17/18 - 21/22**



Objectives		DEPT RESP.	FY 17/18				FY 18/19			FY 19/20				
			July-Sept 2017	Oct-Dec 2017	Jan-Mar 2018	Apr-June 2018	July-Sept 2018	Oct-Dec 2018	Jan-Mar 2019	Apr - Jun 2019	July-Sept 2019	Oct-Dec 2019	Jan-Mar 2020	Apr-June 2020
VII. Operational Optimization														
Goal 7.1: Information Technology Improve various data management and information systems														
Goal 7.1 a	Continuously evaluate available technology to ensure efficient programs and processes	TSD					X	X	X	X	X	X	X	X
Goal 7.1 b	Implement technology based upon District needs	TSD					X	X	X	X	X	X	X	X
Goal 7.2 Develop and Implement Records Management Plan														
Goal 7.2 a	a) Implement Records Retention Policy	ASD					X	X	X	X	X	X	X	X
Goal 7.2 b	a) Inventory Old Agreements, Establish intention and history , document (use of GIS) and train staff accordingly (refund agreements, assessment districts, pre-paid agreements/credits)	ASD					X	X	X	X	X	X	X	X
Goal 7.2 c	a) Manage Archiving Systems	ASD					X	X	X	X	X	X	X	X
Goal 7.2 d	Develop standard documentation procedures/electronic filing protocols, file naming etc.	ASD					X	X	X	X	X	X	X	X
Goal 7.3 Business Efficiencies														
Goal 7.3 a	Implement Fuel Station Card-Lock	FSD									X	X	X	X
Goal 7.3 a	Increase the number of customers using the web site to manage their customer accounts and make web payments.	FSD									X	X	X	X
Goal 7.3 b	Evaluate contracted services or use of consultants for business tasks	ASD									X	X	X	X

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Herb Niederberger, General Manager

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

Subject: COVID-19 - Update

Meeting Date: September 3, 2020

Overview

The purpose of this Staff Report is to provide the Board of Directors with an update of the District's responses to the outbreak of COVID-19.

As of July 9, 2020, the Placer County's Public Health Officer reported that the County has exceeded the thresholds set by the State in the case rate per 100k and was experiencing increased hospitalizations. The County was placed on the State's Monitoring List and certain sectors (bars) were required to close and other businesses (restaurants, wineries, entertainment centers, etc.) were required to close indoor operations. Impacted sectors are described in guidance by CDPH.

On August 19, 2020, because of declining reports of new infections, the Placer County Health Officer removed the County from the state's monitoring list. In addition, this allows the state public health officer order regarding business rollbacks to be revised to allow businesses to resume indoor operations once the County is off the monitoring list for 14 days.

District Response to COVID-19

The District has previously reported to the Board a variety of actions that were implemented to comply with the Governor's Executive Order and the Placer County Department of Public Health recommendations and directives while continuing essential operation of the District. Effective June 1, 2020 those employees telecommuting and working staggered work hours returned to a normal work schedule and the office reopened. At this time, all visitors to the District office are being screened and scanned with a temporal thermometer. Also, all office employees and visitors are required to wear a mask or face covering indoors unless they are in a private office. Field employees are not required to wear masks or face covering when outdoors if social distancing of at least 6-feet can be maintained. The District is currently maintaining good hygiene practices by washing hands, using hand sanitizer, and disinfecting frequently touched surfaces. Generally, meetings are conducted using Microsoft Teams or Zoom.

The District has been waiving late fees on delinquent accounts since the beginning of the COVID 19 outbreak and business closures.

Economic Impacts

During the initial outbreak, March, April, and May, the District experienced a slowdown on new connections in the fourth quarter of Fiscal Year 2019/20. The projected number of new connections for FY 2019/20 was 500 EDUs, corresponding to approximately \$2 million in Participation Fee revenue. Due to the COVID 19 outbreak, as of fiscal year end, the District added 360 EDUs, which resulted in only \$1.44 million participation fee revenues. With the recent return of development activity within the District, we have seen a slight increase in new connection applications.

While not initially apparent, the District has started to see the impact of COVID 19 on the Fund 100 revenues from the monthly sewer charges. As indicated in the chart below, the number and magnitude of the delinquent accounts and past due amounts are growing. Two of these accounts are large commercial users that represent over \$27,000 of the total balance due. Despite this growing total, the District has not received any requests for relief from the monthly service charge. Staff will continue waiving late fees until October 1, 2020, unless directed by the Board to do otherwise.

Total Accounts	Current Amount	30 Days Delinquent	60 Days Delinquent	90 Days Delinquent	120 Days Delinquent	Balance
33	25,242.30	24,682.22	7,181.62	257.65	497.14	57,860.93

Recommendation

Staff requests the Board of Directors:

1. Continue conducting Board Meetings via Zoom for the next few months; and
2. Receive and file this report

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

The District anticipates a reduction in Fund 300 (Participation Fee) revenues of approximately \$556,000 from FY 19/20 budgeted projections. Currently, the District is experiencing delinquencies totaling almost \$60,000 from Fund 100 (General Fund); this may impact FY2020/21 revenues. The District currently maintains \$1 million in its rate stabilization reserve to make up for any lost revenue. In addition, the Board's recent change to Policy 3130 – District Reserves, has freed up additional funds in Fund 100 should the District have to make up for any additional revenue shortfall.

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Emilie Costan, Administrative Services Manager

Cc: Herb Niederberger, General Manager

Subject: Requesting Appointments to be made by the Placer County Board of Supervisors for SPMUD Board of Directors Wards #1, #4, and #5 in lieu of Election

Meeting Date: September 3, 2020

Overview

Three SPMUD Board Directors have expiring terms which were up for election in November 2020.

The following incumbents filed paperwork with Placer County for their respective Ward and ran uncontested:

<u>Board Member Name</u>	<u>Ward</u>	<u>Regular/Short Term</u>
Gerald Mitchell	Ward 1	Regular
James Williams	Ward 5	Regular

The following incumbent did not file paperwork with Placer County; however, there is an insufficient number of candidates to fill the position:

<u>Board Member Name</u>	<u>Ward</u>	<u>Regular/Short Term</u>
Victor Markey	Ward 4	Regular

Pursuant to Elections Code 10515(a) when there is an insufficient number of candidates to fill positions of the Board, the Placer County Board of Supervisors may appoint Directors in lieu of an election.

Recommendation

Staff recommends:

1. That the Board of Directors approves Resolution #20-27, which requests the appointment of Directors to the SPMUD Board by the Placer County Board of Supervisors.

Strategic Plan Goals

This action is consistent with Goal 2.4: Maintaining transparency with all District activities.

Fiscal Impact

The District has not incurred costs for election services from Placer County.

Attachments:

1. Resolution 20-27
2. Election Code Section 10515
3. Placer County Insufficient Candidate Letter

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 20-27

REQUESTING APPOINTMENTS TO BE MADE BY THE PLACER COUNTY BOARD OF SUPERVISORS FOR WARD #1, WARD #4 AND WARD #5 ON THE SPMUD BOARD OF DIRECTORS IN LIEU OF AN ELECTION

WHEREAS, the following candidates have expiring terms on the South Placer Municipal Utility District Board:

Gerald Mitchell	Ward #1
Victor Markey	Ward #4
James Williams	Ward #5

WHEREAS, pursuant to Elections Code 10515(a) when there is an insufficient number of candidates to fill positions of the Board, the Placer County Board of Supervisors may appoint Directors in lieu of an election;

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the South Placer Municipal Utility District that the Board of Supervisors of the County of Placer is hereby requested to appoint the following Board Members to the SPMUD Board:

Gerald Mitchell	Ward #1
Victor Markey	Ward #4
James Williams	Ward #5

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 3rd day of September 2020.

Signed: _____
John Murdock, President of the Board of Directors

Attest: _____
Emilie Costan, Board Secretary

Elections Code

10515. Appointment of candidates.

- (a) If, by 5 p.m. on the 83rd day prior to the day fixed for the general district election: (1) only one person has filed a declaration of candidacy for any elective office to be filled at that election, (2) no one has filed a declaration of candidacy for such an office, (3) in the case of directors to be elected from the district at large, the number of persons who have filed a declaration of candidacy for director at large does not exceed the number of offices of director at large to be filled at that election, or (4) in the case of directors who must reside in a division but be elected at large, the number of candidates for director at large from a division does not exceed the number required to be elected director at large while residing in that division; and if a petition signed by 10 percent of the voters or 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to the officer conducting the election, he or she shall submit a certificate of these facts to the supervising authority and request that the supervising authority, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint to the office or offices the person or persons, if any, who have filed declarations of candidacy. The supervising authority shall make these appointments.
- (b) If no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office.
- (c) Where a director must be appointed to represent a division, all or most of which is not within the county governed by the supervising authority, then the board of supervisors of the county within which all or most of that division is located shall be the body to which request for appointment is made and which shall make the appointment.

Emilie Costan

From: Placer County Elections
Sent: Wednesday, August 26, 2020 2:16 PM
Cc:
Subject: District Director Appointment
Attachments: Elections Code 10515.docx

Dear Board Secretary,

During the candidate filing period for the November 3, 2020 General Election, the number of candidates that filed for the board of directors for your district was insufficient to the number of offices to be filled at this election. Please review the paragraphs below and choose the one that applies to your district. If your district has more than one division/ward up for election this year, multiple paragraphs may apply.

The number of candidates equals the number of seats. Pursuant to Elections Code 10515(a), the qualified candidates for your district will be appointed in lieu of election by the Board of Supervisors.

There is an insufficient number of qualified candidates to fill the positions. The Board of Supervisors has authority to appoint person(s) to fill the remaining positions at the aforementioned board meeting. Historically, the Board of Supervisors has delegated that responsibility to the District's Board of Directors. In order for us to present the names of the individual(s) to be appointed by the Board of Supervisors in time to meet the deadline set by Elections Code 10515(a), we request that the District submit the names to the Elections Office no later than Wednesday, September 9, 2020.

There are no qualified candidates. In the event that there are no qualified candidates for the district office(s), the procedure for appointing an individual(s) to serve in that office is the same as that described in the previous paragraph (Elections Code 10515(b)). Any individual so appointed will take office and serve as if elected at a general district election.

A hard copy of this letter, the list of qualified candidates for your district, and Elections Code 10515 has been mailed to your District Office. Your District may email the name(s) of qualified appointee(s) to the Elections Office to be included on the resolution to the Board of Supervisors via email; however, an original hard copy will still need to be submitted for our records. If you have any questions please call Candidate Services at 530-886-5650.

Sincerely,

Ryan Ronco
County Clerk-Recorder-Registrar of Voters

Jessica Williams
Candidate Services

ITEM VIII.2 GENERAL MANAGER REPORT

To: Board of Directors
From: Herb Niederberger, GM
Date: September 3, 2020
Subject: General Manager Monthly Staff Report – Aug 2020

1) DEPARTMENT REPORTS

Attached are the monthly status reports for the Boards information:

- A. Administrative Services Department
- B. Facility Services Department and
- C. Technical Services Department

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

2) INFORMATION ITEMS

Much of August has been spent responding to the need to return to normal business operations following the COVID 19 outbreak.

- A. On August 6, 2020, the General Manager and District Engineer, Carie Huff, accompanied Directors Dickinson and Williams on a tour of the Foothill Sewer trunk currently under construction.
- B. The General Manager was out of the office on August 20, 2020.
- C. Advisory Committee Meetings:

On August 5, 2020, the General Manager and Administrative Services Manager, Emilie Costan, participated in a Zoom Meeting with the Fee and Finance Advisory Committee consisting of Directors Dickinson and Williams, to discuss the District’s pending participation in the California Employees Pension Prefunding Trust (CEPPT). The Advisory Committee recommended the decision for the District to prefund the CEPPT with a \$3 million deposit using Investment Strategy 2 be brought to the Board of Directors for a final decision.

There were no other advisory committee meetings in August.

3) PURCHASE ORDERS/CONTRACTS INITIATED UNDER GENERAL MANAGER AUTHORITY

PO Req#	Date	Vendor	Description	Amount
178	08/19/20	Smart Cover	Data Service & Software	\$5,533.00

179	08/19/20	All Electric Motors	Rebuild Pump at Monument Springs LS	\$6,349.64
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4) **LONG RANGE AGENDA**

October 2020

GASB 45 OPEB Actuarial Report
 CSDA Presentation
 COVID 19 Update
 Closed Session – GM Evaluation and Contract Renewal

November 2020

GM Contract Renewal
 Annual Investment Report
 Performance Merit Program

December 2020

Final Audit and Consolidated Annual Financial Report
 Participation Charge Report for FY 2019/20
 Issuance of Oath of Office

ITEM VII. ASD REPORT

To: Board of Directors
From: Emilie Costan, Administrative Services Manager
cc: Herb Niederberger, General Manager
Subject: Administrative Services Department Monthly Report
Board Date: September 3, 2020

Fiscal Year 19/20 Audit Work

Administrative Services Staff is working with the Auditors from Munn, Urrutia, & Nelson on the final year end sampling and review. The Auditor will then prepare the financial statements for staff's review and staff will prepare the Management Discussion and Analysis. The final Audit document is calendared for presentation and acceptance by the Board at the December 2020 Board meeting.

Certificate of Excellence in Financial Reporting

The Government Finance Officers Association (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to the District for its Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2019. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting.

November Election Status

The candidate filing period and extended candidate filing period closed as of August 12, 2020. The incumbent candidates were the only candidates to file for District Wards 1 and 5. The County did not receive any candidates for District Ward 4. Director Markey has expressed a willingness to continue serving Ward 4 if appointed. The Placer County Board of Supervisors must appointment in lieu of election when there are insufficient candidates. Names must be submitted to the Placer County Elections Office by September 9, 2020. Oaths of Office are scheduled to occur at the December 2020 Board meeting.

CSDA Financial Management for Special Districts Course

The Administrative Services Manager attended a 2-day online class on financial management for special districts. The course included sessions on budgeting, internal controls (taught by Justin Williams with Munn, Urrutia, & Nelson), policies, and investments.

Benefits Consolidation

The District is consolidating the flex spending benefit plans for health and dependent care with the District's current insurance provider who is offering the District this service at no cost. This will save the District \$1,055 annually.

July Monthly Investment Transactions per GC §53607

Deposits, Transfers, or Withdrawals
CalTRUST: None
LAIF: None
Placer County: None
Wells Fargo: None

To: Board of Directors
From: Eric Nielsen, Superintendent
Cc: Herb Niederberger, General Manager
Subject: Field Services Department Monthly Report
Meeting Date: September 3, 2020

Overview

This report provides the Board with an overview of the Field Services Department operations and maintenance activities through 7/31/2020. The work listed is not all inclusive.

1. Lost Time Accidents/Injuries (OSHA 300)

- a. Zero (0)
 - i. 1431 days without a Lost Time Accident/Injury

2. Safety/Training/Professional Development

- a. All Field Services employees participated in:
 - i. Two (2) “Tailgate” safety sessions (Powered hand tools safety, Flammables/Combustibles, Lyme Disease, Fire Emergencies, Heat Stress)
 - ii. Lockout Tagout Training

3. Customer Service Calls

- a. Response Time Goals over the Last 12 Months
 - i. 30 Minutes or Less During Business Hours
 - A. Average: 18 Minutes
 - ii. 60 Minutes or Less During Non-Business Hours
 - A. Average: 67 Minutes
 - iii. 95% or Higher Success Rate
 - A. Success Rate – 90%

4. Break Room, Locker Room, Lobby

- a. Meeting was held with Architectural Review Board Sub-committee, the architectural team, and SPMUD staff on July 1.
- b. Exploratory borings were drilled in the location of the proposed break room on July 10 to support the geotechnical engineering report.
- c. Received an administrative determination of substantial compliance from Rocklin Planning on July 28.
- d. Plans will be submitted to the Rocklin Building Department on September 11.

5. Miscellaneous

- a. Held interviews for the Temporary Laborer position.
- b. Installed 2 CIPP mainline liners under contract.
- c. Installed 20 CIPP lateral liners under contract.
- d. Chemically treated 24 lower laterals for roots.

Service Calls - July 2020

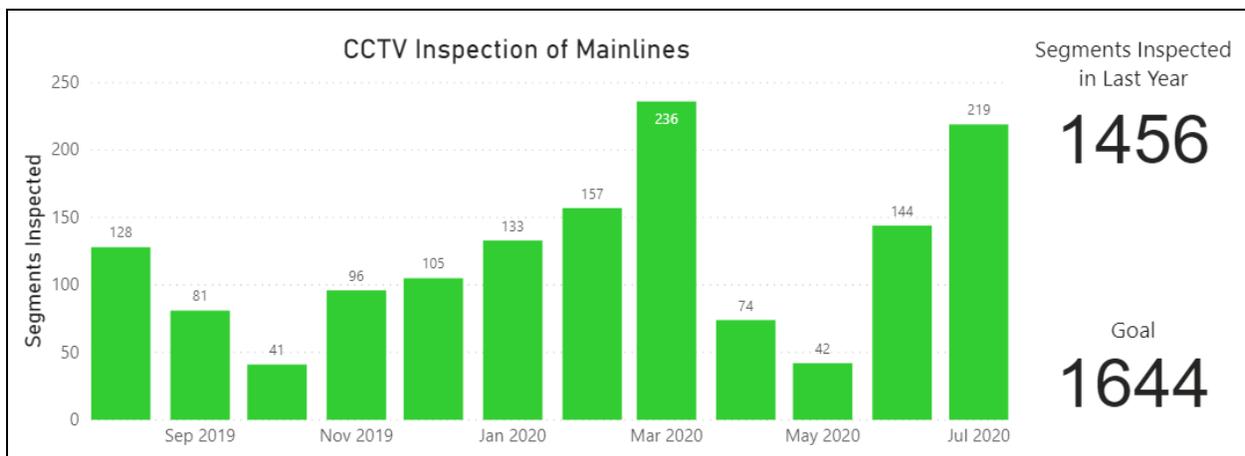
Responsibility	SSO	Stoppage	Odor	Alarm	PLSD	Vermin	Misc
N/A			1			2	
Owner Responsibility		13	1			1	
SPMUD Responsibility	1			4			
Total	1	13	2	4		3	

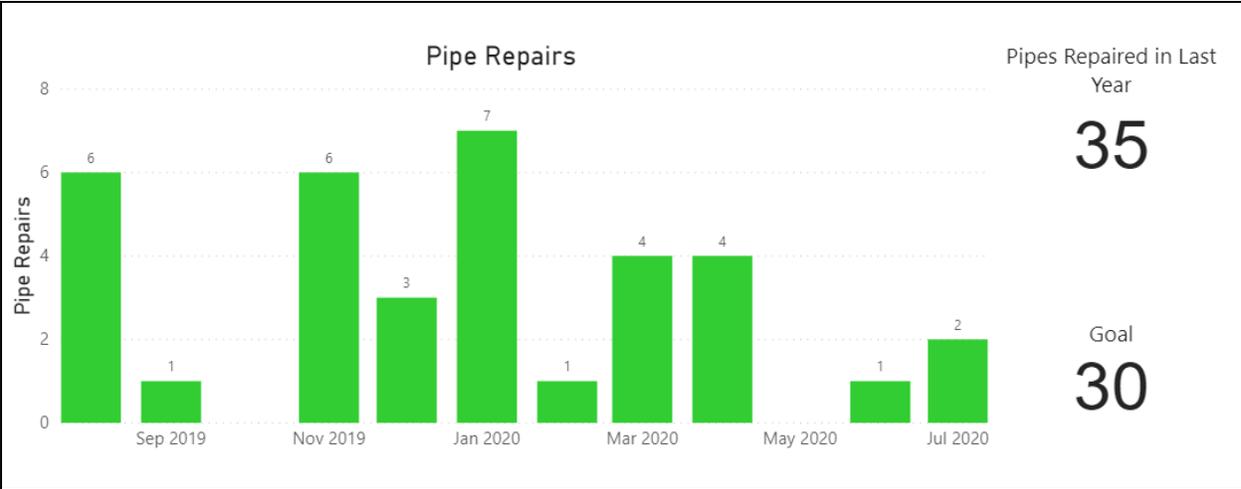
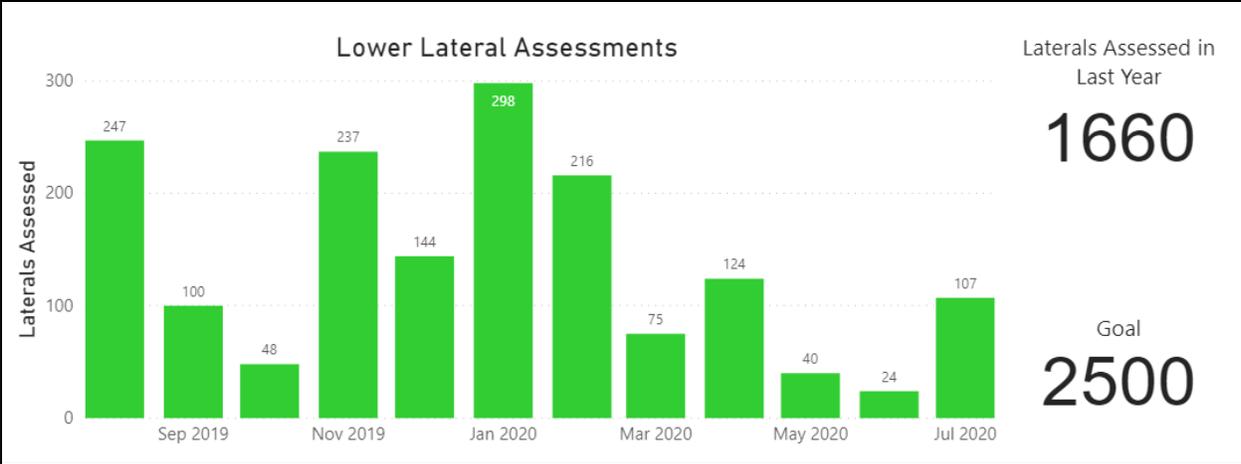
Total Service Calls

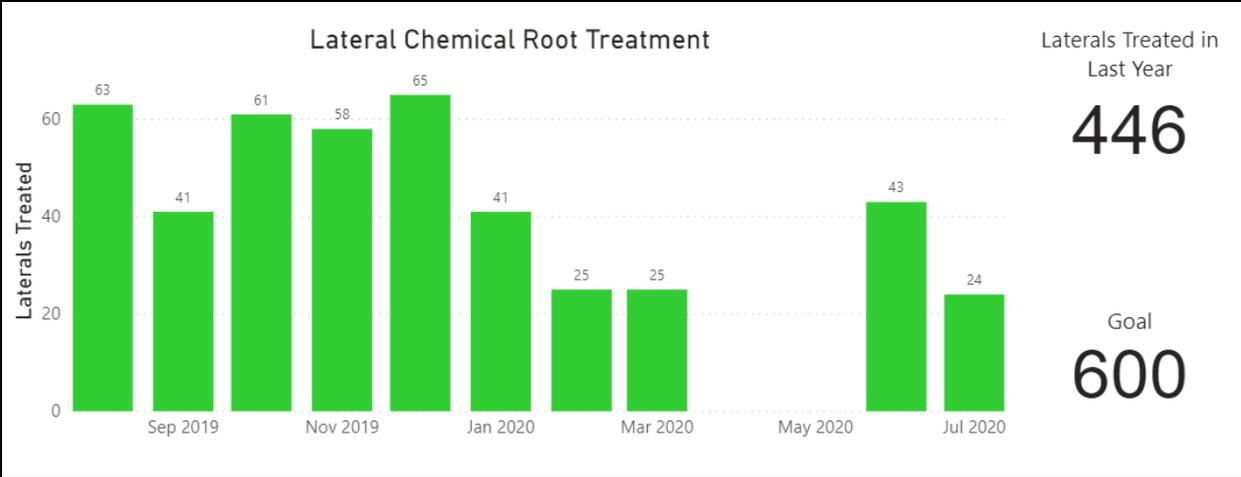
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6. Production

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







ITEM VII. TSD REPORT

To: Board of Directors
From: Carie Huff, District Engineer
Cc: Herb Niederberger, General Manager
Subject: Technical Services Department Monthly Report
Board Date: September 3, 2020

Department Updates

The District Engineer was accepted into the Leadership Rocklin program through the Rocklin Chamber of Commerce. The program meets nine times between September of 2020 and May of 2021 and focuses on refining leadership skills and serving the community.

Foothill Trunk Sewer Replacement Project

Garney has installed approximately 2,320-feet of mainline pipe and has tested the pipe and manholes up to the private driveway off Arrowhead Drive. This will allow reconnection of the downstream laterals to reduce bypass pumping. Excavation continues behind the homes on Corona Circle. Bypass pumping will be in place behind the homes on Corona Circle for the foreseeable future as the contractor completes the removal and replacement of the pipe and manholes.

During excavation activities within Aguilar Road, the existing sewer pipe within Aguilar was determined to be in a different location than what was shown on the improvement plans. Staff anticipates that the contractor will need to excavate upstream along the sewer alignment to catch the pipe upstream and realign the pipe to make the connection. This change in condition is anticipated to result in a change order.

The District continues to work with the biologist, archaeologist, and tribal monitors. The monitors are currently on-site during the reconnection of laterals. The District is still working towards an agreement with UAIC in regard to the monitoring locations. As previously reported, the District has approved \$40,000 for cultural monitoring with UAIC's staffing agency, 347 Group. As excavation is still occurring within the U.S. Army Corps of Engineers permitted area and areas deemed sensitive by UAIC, additional funds are proposed in this month's agenda to satisfy the permit and MOA obligations.

Note that the typical graph indicating rainfall and flow information is not included in this month's TSD report. This is because the Smart Cover installed on the existing 12-inch sewer line that is currently being replaced as part of the Foothill Sewer Replacement Project has been removed due to construction activity. Staff does not anticipate issues since the project is actively in construction and there is a low probability of a significant rain event during the summer months. If the project continues through the wet season, staff will re-evaluate the need for the Smart Cover.

FOG Program

TSD inspectors continue to permit establishments and conduct inspections of both interior and exterior grease control devices. Since the COVID-19 pandemic has greatly affected the restaurant business, the FOG inspector is working with them to adjust their pumping schedules, if possible, since their production may be reduced. In addition, the FOG inspector is also training restaurants on the implementation of kitchen best management practices. This is often a very inexpensive way to reduce the solids accumulation in the grease interceptor which can reduce the frequency of pumping which saves the restaurants money. Through grease interceptor inspections, several have been identified as requiring repairs. For instance, the 7-11 on Sunset Boulevard in Rocklin just completed the repair to allow access to the previously inaccessible grease interceptor. In addition, their sewer lateral was discovered to have deteriorated inside and outside the building. The District worked with 7-11 and the City of Rocklin building department to coordinate the emergency repair and 7-11 replaced the pipe.

Department Performance Indicators

The following charts depict the efforts and performance of the department in the following areas of work as of July 31st, 2020. 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.

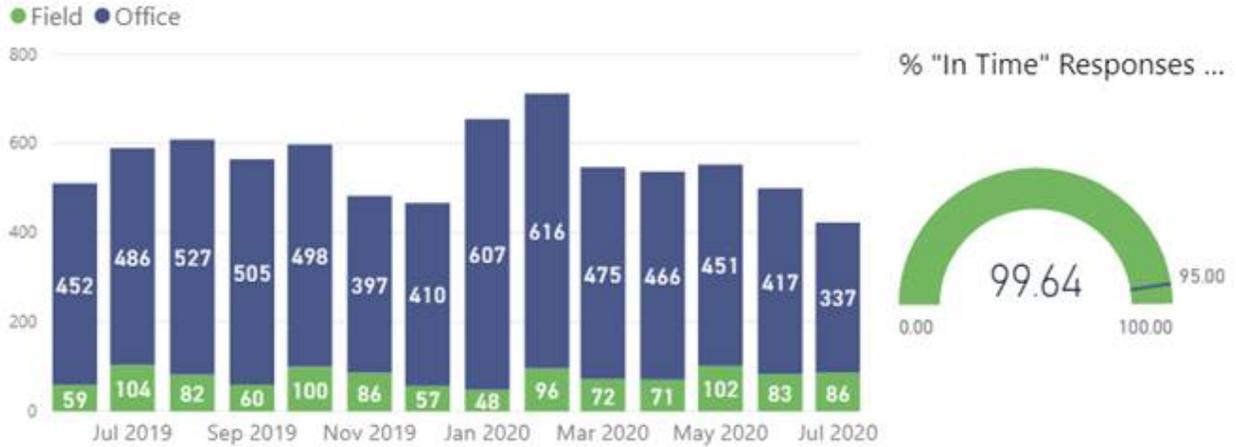
Plan Checks Completed - Monthly Totals



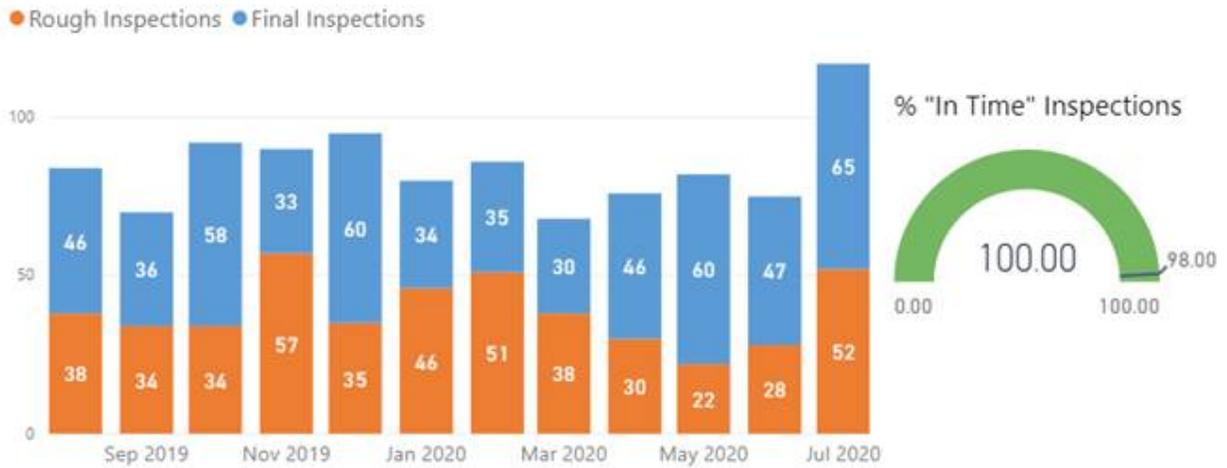
% "In Time" Plan Checks



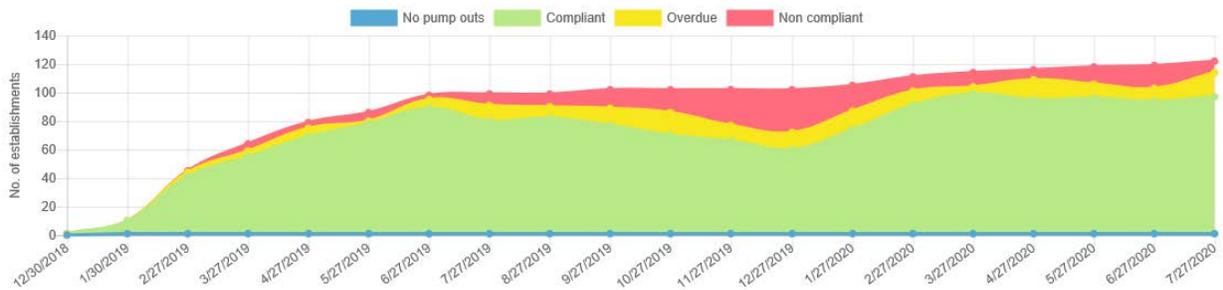
811 Responses - Monthly Totals



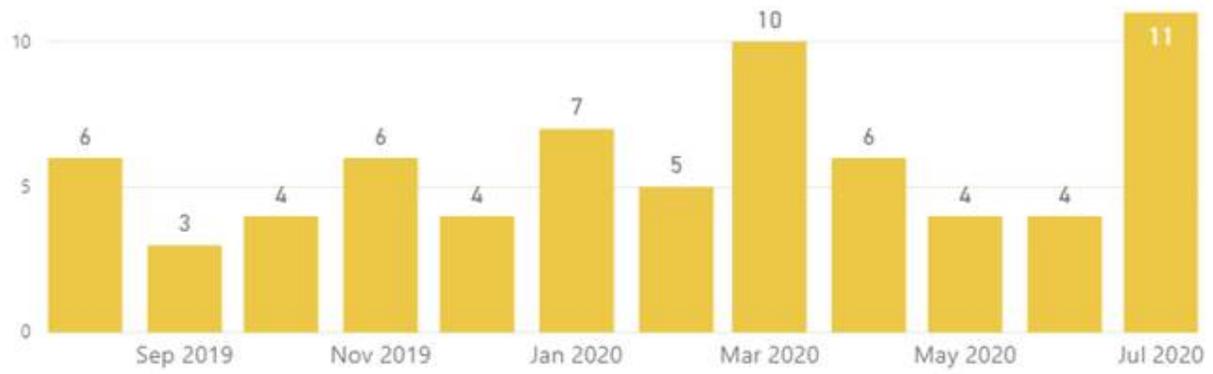
Building Sewer Inspections - Monthly Totals



FOG Compliance History



FOG Pickups - Monthly Totals



Grease Interceptor Inspections

