



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

**April 2, 2020**

SPMUD Board Room  
5807 Springview Drive, Rocklin, CA 95677

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](http://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 April 2, 2020 meeting of the SPMUD Board of Directors will occur via teleconference using Zoom Meeting 1 (669) 900-9128, Meeting ID: 664 826 212.

**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 4 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 April 2, 2020 meeting*

1. MINUTES from the March 5, 2020 Regular Meeting. [pg 4 to 8]
2. ACCOUNTS PAYABLE in the amount of \$534,748.03 through March 25, 2020. [pg 9 to 13]
3. BILL OF SALE Acceptance of the Bill of Sale for Sewer Improvements within Pacific Tech. Phase 1 with an estimated value of \$22,160. [pg 14 to 17]
4. BILL OF SALE Acceptance of the Bill of Sale for Sewer Improvements within the Lugo Extension/3240 Taylor Road, with an estimated value of \$145,992. [pg 18 to 21]

5. RESOLUTION 20-09 APPROVING LUGO REFUND AGREEMENT Adopt [pg 22 to 29]  
Resolution 20-09 to authorize the General Manager to execute the refund agreement for the 8-inch sewer as part of the Lugo Extension (3240 Taylor Road/APN 043-014-027-000).

## V. PUBLIC COMMENTS

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

## 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 20-10 AWARDING CONTRACT FOR CIPP LINERS [pg 30 to 43]  
Staff will report to the Board on the contract for the 2020 CIPP Liners Program.

Action Requested: Roll Call Vote

**Staff recommends that the Board of Directors adopt Resolution 20-10, awarding the contract for CIPP Liners to Express Sewer & Drain, Inc.**

2. RESOLUTION 20-11 AUTHORIZING PROCLAMATION OF EMERGENCY [pg 44 to 47]

Staff requests that the Board of Directors declare a State of Emergency as a result of the COVID-19 outbreak and increase the authority of the General Manager during the emergency.

Action Requested: Roll Call Vote

**Staff recommends that the Board of Directors adopt Resolution 20-11, authorizing a declaration of a state of emergency due to the COVID-19 outbreak and recent state and local health and safety orders, and authorizing the General Manager to implement measures to ensure continuity of operations during the state of emergency.**

3. COVID-19, PANDEMIC ILLNESS WORKFORCE SHORTAGE CONTINUITY OF OPERATIONS GUIDE [pg 48 to 63]

Staff will provide an update of District operations and an overview of the Pandemic Illness Workforce Shortage Continuity of Operations Guide in response to the COVID-19 Outbreak.

No Action Requested: Informational Item

4. SOUTH PLACER WASTEWATER AUTHORITY (SPWA) BOARD MEETING REPORT – DIRECTOR JERRY MITCHELL

Director Mitchell, the District representative to the SPWA Board, will provide a brief update on the recent actions and activities of the SPWA Board.

Action Requested: Informational Item

## **VII. REPORTS**

[pg 64 to 74]

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. ADJOURNMENT**

If there is no other Board business the President will adjourn the meeting to its next regular meeting on **May 7, 2020 at 4:30 p.m.**

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

<b>Meeting</b>	<b>Location</b>	<b>Date</b>	<b>Time</b>
Regular	District Office	March 5, 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 4:30 p.m.

**II. ROLL CALL OF DIRECTORS:**

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

Absent: None

Vacant: None

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

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

**IV. CONSENT ITEMS:**

1. MINUTES from February 6, 2020 Regular Meeting.
2. ACCOUNTS PAYABLE in the amount of \$3,508,294.42 through February 25, 2020.
3. BILL OF SALE FOR SEWER IMPROVEMENTS AT WHITNEY RANCH PHASE II-G UNITS 50A, 51 and 62– at an estimated value of \$1,659,437.

On consent item #2, Director Mitchell asked about the 3-million-dollar payment to the City of Roseville. GM Niederberger explained that the City of Roseville had not provided invoices or estimated payments for the quarterly wastewater treatment and repair and rehabilitation fees for fiscal year 19/20 due to difficulties with their ERP system. After discussion with the City of Roseville it was agree that quarterly payments of 1.5 million should be made. The District paid the 1<sup>st</sup> and 2<sup>nd</sup> quarter payments in February.

On consent item #3, Director Markey asked for a detailed map of Whitney Ranch that includes streets to keep abreast of development activity.

Director Mitchell made a motion to approve the consent items; a second was made by Director Williams; a voice vote was taken, and the motion carried 5-0.

**V. PUBLIC COMMENTS:**

President Murdock opened the meeting for public comments. Hearing no comments, the public comments session was closed.

## **VI. BOARD BUSINESS**

### **1. RESOLUTION 20-08 REVISING POLICY #3130 DISTRICT RESERVE POLICY AND CREATING POLICIES #2015 JOB DESCRIPTIONS AND #2050 RETIREMENT SERVICE AWARDS**

GM Niederberger gave an overview of the two new policies and policy revision. GM Niederberger explained that Policy 2015 Job Descriptions allows the General Manager to make minor changes to the Job Descriptions such as physical demand updates without Board approval. Policy 2050 Retirement Service Awards sets a fixed gift at retirement based on longevity. Policy 3130 District Reserve Policy reduces the Operations and Maintenance (O & M) reserve from 6 months to 3 months and frees up approximately 3 million dollars that can be placed in a trust for unfunded pension liability or used for other purposes. Policy 3130 was reviewed by the Fee and Finance Committee and policies 2015 and 2050 were reviewed by the Personnel Advisory Committee. Both Advisory Committees recommended that these policies be brought to the Board for consideration.

Director Mitchell stated that the reserve was previously decreased from 1 year to 6 months and asked about the need for an additional decrease and the intended use for the funds. GM Niederberger stated that as of 2015, the District General Fund has three reserves: an O & M reserve of 6 months, a rate stabilization reserve of 10% of revenue, and an emergency reserve of 3 million dollars. The District has very stable revenue as well as the ability to assign unpaid fees to the tax rolls making the risk that funding annual O & M obligations will not be met, very low. Director Williams and Vice President Dickinson spoke to the District's multiple reserve accounts and redundancy. GM Niederberger explained that reducing the reserve frees up money in the General Fund for other uses.

Vice President Dickinson made a motion to adopt Resolution 20-08; a second was made by Director Williams; a roll call vote was taken, and the motion carried 5-0.

### **2. LASERFICHE DEMONSTRATION**

ASM Costan provided a demonstration of Laserfiche, the software being used to store District records electronically. She shared information on the security and permissions of the software, the folder and file structure, the records currently stored in the system, the various search methods, and the various document tools. President Murdock asked whether using the annotation tools would modify an original record. ASM Costan shared that the annotations are a separate layer and do not modify the original document.

Director Mitchell asked about modifying documents stored in Laserfiche. ASM Costan shared that depending on permissions, staff can upload a new version of a record but the document itself cannot be edited or modified. General Counsel Brown asked about a process for making sure that internal annotations are not disclosed under a public records request. Vice President Dickinson stated that staff should be cautious of the types of notes that are placed on public records. ASM Costan agreed that a Standard Operating Procedure (SOP) should be developed.

Director Mitchell asked for the percentage of the District's records currently loaded in the system. ASM Costan responded that the focus is on loading permanent and legislative records with the goal of having most records stored in Laserfiche in the next 2 to 3 years. President Murdock asked how documents are loaded into the system. ASM Costan showed how records can be imported via scanning or through drag and drop. Director Mitchell asked about storing photos. ASM Costan responded that the system will accept photo files as well as other file types such as PDF and Word.

ASM Costan shared how the District is integrating development records with the District's GIS Maps and is looking to do a similar integration with Tyler Incode. ASM Costan highlighted the benefits of using Laserfiche such as the availability of documents based on granular permissions, quick search and retrieval including the ability to search within the text of the document, and physical space savings.

Director Mitchell asked if the District charges for Public Records Act requests. GM Niederberger responded that there are certain situations where the District can charge a fee for reproduction. President Murdock asked if the system and files are backed up. ASM Costan stated that the system is fully backed up. President Murdock shared that he is impressed with the system.

### **3. SOUTH PLACER WASTEWATER AUTHORITY (SPWA) BOARD MEETING REPORT – DIRECTOR JERRY MITCHELL**

Director Mitchell provided an update on the last SPWA Board Meeting where the vote on restructuring the current bond debt was held. He shared that of the three options that were presented to the SPWA Board: (1) extend the current rate (2) restructure a portion of the debt to fixed rate (3) restructure the entire amount to fixed rate, the Board voted for option 3. This required a unanimous vote. Effective April 1<sup>st</sup> all debt will be at a fixed rate. Director Williams asked if the Authority would benefit from the recent rate drop. Director Mitchell said that it could benefit the Authority. Director Williams congratulated the Authority on being able to finally move to a fully fixed rate as discussed for many years.

Director Mitchell also shared that he will be speaking at the groundbreaking ceremony at the Pleasant Grove Water Treatment Plant on March 25<sup>th</sup>.

## **VII. REPORTS**

1. **District General Counsel (A. Brown)**: General Counsel Brown had no report for this meeting.
2. **General Manager (H. Niederberger)**:
  - A. **ASD, FSD & TSD Reports:**

GM Niederberger spoke regarding procurement of the GovInvest Software. Initially staff believed that the software included projections on Unfunded Pension Liability, Other Post-Employment Benefits, and included actuarial services. GM Niederberger asked the Fee and Finance Committee for feedback on whether they shared the same understanding. Vice President Dickinson shared that he had the same understanding at the time of the Fee and Finance Committee presentation. GM Niederberger stated that staff is considering not moving forward with the purchase due to the additional cost to obtain all the

services originally believed to be included unless the Board believes it would make sense to do so. He shared that funding a trust to cover unfunded pension obligations should ensure the District is able to meet its obligations regardless of whether the District purchases the GovInvest analysis software. President Murdock asked if there were competitors, and GM Niederberger responded that this is a unique tool and he is unaware of another vendor offering a similar product. Director Mitchell asked about the value of the tool. GM Niederberger responded that when staff believed that the actuarial reports were included at a cost of \$13,000 over 3 years, there was value in having the additional data available for analysis. At a cost of \$36,000 over 3 years, staff feels the money may be better spent elsewhere. The consensus from the Board was to not move forward with a GovInvest agreement.

GM Niederberger also asked about scheduling a Personnel Advisory Committee Meeting. He shared that the Meet and Confer with employees regarding the next MOU has occurred.

Director Williams asked about the timeline for Tami's retirement. ASM Costan shared that her last day in the office will be on April 8<sup>th</sup> and that her last official day of employment will be at the beginning of May. Director Williams asked about the plan for her replacement. ASM Costan shared that the hope is to have someone at the beginning of April, close to Tami's last day. GM Niederberger shared that Ryan has been training on commercial accounts and will be moving into Tami's position. The new position will begin working on Accounts Payable and front office responsibilities.

Vice President Dickinson asked about the Railroad Management payment of \$175. GM Niederberger responded that he met with General Counsel Brown and reviewed the invoices that should be paid to the railroad verses the ones that are being protested.

Director Mitchell acknowledged Superintendent Rose for 1248 days without a loss time accident or injury. Superintendent Rose acknowledged those in the field that are keeping those numbers up.

Director Mitchell asked about the Technical Standards and what drives the need for an update. AS Nielsen responded that the current District Standards were adopted in 2009 and that most of the proposed updates are due to materials that have changed or are new, changes in FOG control requirements, and easements. The District is the driver of these updates. Director Mitchell asked in the updates will be done in-house or with consultants. AS Nielsen responded that they will be done in-house.

**B. Information Items:** No additional items.

**3. Director's Comments:**

Director Markey asked how the District is responding to the current virus outbreak. Superintendent Rose responded that the daily environment in the field already necessitates protective gear and sanitizers. Staff has been trained and is prepared for working in environments that may contain blood borne pathogens and contaminants. AS Nielsen responded that the District is monitoring information from the Water Environment Federation (WEF) and the Worldwide Health Organization (WHO) regarding the Coronavirus. GM Niederberger responded that additionally, we are preparing a Pandemic Flu Workforce Contingency plan.

GM Niederberger shared that he competed in the national championships for Taekwondo and is a two-time nation champion in his age bracket.

**VIII. ADJOURNMENT**

The President adjourned the meeting at 5:24 p.m. to the next regular meeting to be held on April 2, 2020 at 4:30 p.m.

*Emilie Costan*

Emilie Costan, Board Secretary





## South Placer Municipal Utility District, CA

## Check Report

By Check Number

Date Range: 02/26/2020 - 03/25/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Bank-AP Bank</b>						
1728	Kenneth Harris	02/26/2020	Regular	0.00	-249.84	11998
1652	Cintas Corporation	02/26/2020	Regular	0.00	424.99	12022
1113	Ferguson Enterprises, Inc. 1423 (Main)	02/26/2020	Regular	0.00	465.48	12023
1728	Kenneth Harris	02/26/2020	Regular	0.00	249.84	12024
1253	Recology Auburn Placer	02/26/2020	Regular	0.00	307.28	12025
1306	Superior Equipment Repair	02/26/2020	Regular	0.00	506.83	12026
1240	Placer County Personnel	02/27/2020	Regular	0.00	3,487.20	12027
1327	US Bank Corporate Payment	03/04/2020	Regular	0.00	17,334.85	12032
	**Void**	03/04/2020	Regular	0.00	0.00	12033
	**Void**	03/04/2020	Regular	0.00	0.00	12034
	**Void**	03/04/2020	Regular	0.00	0.00	12035
	**Void**	03/04/2020	Regular	0.00	0.00	12036
	**Void**	03/04/2020	Regular	0.00	0.00	12037
	**Void**	03/04/2020	Regular	0.00	0.00	12038
248	AT&T (916.663.1652) & (248.134.5438.608.80)	03/05/2020	Regular	0.00	238.87	12039
1663	Buckmaster Office Solutions	03/05/2020	Regular	0.00	83.23	12040
1652	Cintas Corporation	03/05/2020	Regular	0.00	488.89	12041
1068	City of Roseville	03/05/2020	Regular	0.00	205,586.46	12042
1087	Dawson Oil Co.	03/05/2020	Regular	0.00	3,380.34	12043
1105	Eric Nielsen	03/05/2020	Regular	0.00	495.44	12044
1110	Fastenal	03/05/2020	Regular	0.00	34.27	12045
1113	Ferguson Enterprises, Inc. 1423 (Main)	03/05/2020	Regular	0.00	465.48	12046
1123	Gladding McBean	03/05/2020	Regular	0.00	1,916.90	12047
1131	Granite Business Printing	03/05/2020	Regular	0.00	91.16	12048
1145	Innovyze Inc	03/05/2020	Regular	0.00	7,873.00	12049
1631	Instrument Technology Corporation	03/05/2020	Regular	0.00	2,174.32	12050
1686	Jan Pro	03/05/2020	Regular	0.00	836.00	12051
1564	Jensen Landscape Services, LLC	03/05/2020	Regular	0.00	861.00	12052
1159	Jensen Precast	03/05/2020	Regular	0.00	48.94	12053
1218	PCWA	03/05/2020	Regular	0.00	96.21	12054
1221	PG&E (Current Accounts)	03/05/2020	Regular	0.00	5,247.63	12055
1685	Streamline	03/05/2020	Regular	0.00	400.00	12056
1305	Sunbelt Rentals, Inc.	03/05/2020	Regular	0.00	211.24	12057
1306	Superior Equipment Repair	03/05/2020	Regular	0.00	473.35	12058
1307	Sutter Medical Foundation-Corporate	03/05/2020	Regular	0.00	298.00	12059
1325	Tyler Technologies, Inc.	03/05/2020	Regular	0.00	400.00	12060
1007	Advanced Integrated Pest	03/12/2020	Regular	0.00	106.00	12096
248	AT&T (916.663.1652) & (248.134.5438.608.80)	03/12/2020	Regular	0.00	9.28	12097
1022	AT&T (9391035571) & (9391053973)	03/12/2020	Regular	0.00	309.13	12098
1652	Cintas Corporation	03/12/2020	Regular	0.00	660.62	12099
1509	Crystal Communications	03/12/2020	Regular	0.00	311.64	12100
1086	Dataprose	03/12/2020	Regular	0.00	7,235.55	12101
1113	Ferguson Enterprises, Inc. 1423 (Main)	03/12/2020	Regular	0.00	1,981.52	12102
1137	Henry Lorton	03/12/2020	Regular	0.00	250.00	12103
1218	PCWA	03/12/2020	Regular	0.00	2,054.29	12104
1475	Petersen & Mapes, LLP	03/12/2020	Regular	0.00	420.00	12105
1221	PG&E (Current Accounts)	03/12/2020	Regular	0.00	306.00	12106
1473	Pitney Bowes Purchase Power	03/12/2020	Regular	0.00	208.99	12107
1265	Rocklin Area Chamber of Commerce	03/12/2020	Regular	0.00	250.00	12108
1333	SPOK, Inc.	03/12/2020	Regular	0.00	26.53	12109
1306	Superior Equipment Repair	03/12/2020	Regular	0.00	638.09	12110
1338	Verizon Wireless	03/12/2020	Regular	0.00	1,161.68	12111
1019	Aqua Engineering Co., Inc.	03/20/2020	Regular	0.00	303.94	12112
1021	ARC	03/20/2020	Regular	0.00	101.99	12113

Check Report

Date Range: 02/26/2020 - 03/25/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1539	California Cut & Core	03/20/2020	Regular	0.00	400.00	12114
1652	Cintas Corporation	03/20/2020	Regular	0.00	651.80	12115
1073	Consolidated Communications	03/20/2020	Regular	0.00	1,925.90	12116
1124	Gold Country Media Publications	03/20/2020	Regular	0.00	447.28	12117
1666	Great America Financial Services	03/20/2020	Regular	0.00	452.99	12118
1139	Hill Rivkins Brown & Associates	03/20/2020	Regular	0.00	5,620.00	12119
1631	Instrument Technology Corporation	03/20/2020	Regular	0.00	1,180.83	12120
1244	Preferred Alliance Inc	03/20/2020	Regular	0.00	196.65	12121
1487	RJA Heating & Air, Inc.	03/20/2020	Regular	0.00	253.25	12122
1268	Rocklin Windustrial Co.	03/20/2020	Regular	0.00	244.84	12123
1518	Sonitrol of Sacramento	03/20/2020	Regular	0.00	945.13	12124
1499	TechRoe.com LLC	03/20/2020	Regular	0.00	900.00	12125
1325	Tyler Technologies, Inc.	03/20/2020	Regular	0.00	39,082.35	12126
1582	Walker's Office Supply	03/20/2020	Regular	0.00	3,701.77	12127
	**Void**	03/20/2020	Regular	0.00	0.00	12128
1343	Water Works Engineers, LLC	03/20/2020	Regular	0.00	33,463.44	12129
1015	American Fidelity Assurance	02/27/2020	Bank Draft	0.00	1,119.80	DFT0005245
1230	Pers (EFT)	02/27/2020	Bank Draft	0.00	6,288.82	DFT0005246
1230	Pers (EFT)	02/27/2020	Bank Draft	0.00	30,208.45	DFT0005247
1230	Pers (EFT)	02/27/2020	Bank Draft	0.00	11,683.05	DFT0005248
1230	Pers (EFT)	02/27/2020	Bank Draft	0.00	130.09	DFT0005249
1230	Pers (EFT)	02/27/2020	Bank Draft	0.00	2,641.00	DFT0005250
1230	Pers (EFT)	02/27/2020	Bank Draft	0.00	59.11	DFT0005251
1586	Principal Life Insurance Company	03/02/2020	Bank Draft	0.00	379.32	DFT0005252
1045	Cal Pers 457 Plan (EFT)	03/06/2020	Bank Draft	0.00	375.00	DFT0005254
1135	Mass Mutual (EFT)	03/06/2020	Bank Draft	0.00	7,165.52	DFT0005255
1135	Mass Mutual (EFT)	03/06/2020	Bank Draft	0.00	455.70	DFT0005256
1580	TASC	03/06/2020	Bank Draft	0.00	384.62	DFT0005257
1580	TASC	03/06/2020	Bank Draft	0.00	407.70	DFT0005258
1229	Pers (EFT)	03/06/2020	Bank Draft	0.00	146.93	DFT0005259
1229	Pers (EFT)	03/06/2020	Bank Draft	0.00	254.90	DFT0005260
1229	Pers (EFT)	03/06/2020	Bank Draft	0.00	419.97	DFT0005261
1229	Pers (EFT)	03/06/2020	Bank Draft	0.00	3,186.13	DFT0005262
1229	Pers (EFT)	03/06/2020	Bank Draft	0.00	5,249.94	DFT0005263
1229	Pers (EFT)	03/06/2020	Bank Draft	0.00	115.34	DFT0005264
1229	Pers (EFT)	03/06/2020	Bank Draft	0.00	159.50	DFT0005265
1229	Pers (EFT)	03/06/2020	Bank Draft	0.00	1,647.74	DFT0005266
1229	Pers (EFT)	03/06/2020	Bank Draft	0.00	2,278.59	DFT0005267
1229	Pers (EFT)	03/06/2020	Bank Draft	0.00	2,462.51	DFT0005268
1229	Pers (EFT)	03/06/2020	Bank Draft	0.00	2,548.26	DFT0005269
1149	Internal Revenue Service	03/06/2020	Bank Draft	0.00	13,183.02	DFT0005270
1098	EDD (EFT)	03/06/2020	Bank Draft	0.00	3,752.28	DFT0005271
1098	EDD (EFT)	03/06/2020	Bank Draft	0.00	1,063.13	DFT0005272
1149	Internal Revenue Service	03/06/2020	Bank Draft	0.00	3,083.14	DFT0005273
1149	Internal Revenue Service	03/06/2020	Bank Draft	0.00	9,670.16	DFT0005274
1045	Cal Pers 457 Plan (EFT)	03/20/2020	Bank Draft	0.00	375.00	DFT0005276
1135	Mass Mutual (EFT)	03/20/2020	Bank Draft	0.00	7,165.52	DFT0005277
1135	Mass Mutual (EFT)	03/20/2020	Bank Draft	0.00	455.70	DFT0005278
1580	TASC	03/20/2020	Bank Draft	0.00	384.62	DFT0005279
1580	TASC	03/20/2020	Bank Draft	0.00	407.70	DFT0005280
1229	Pers (EFT)	03/20/2020	Bank Draft	0.00	146.93	DFT0005281
1229	Pers (EFT)	03/20/2020	Bank Draft	0.00	254.90	DFT0005282
1229	Pers (EFT)	03/20/2020	Bank Draft	0.00	419.97	DFT0005283
1229	Pers (EFT)	03/20/2020	Bank Draft	0.00	3,186.14	DFT0005284
1229	Pers (EFT)	03/20/2020	Bank Draft	0.00	5,249.94	DFT0005285
1229	Pers (EFT)	03/20/2020	Bank Draft	0.00	116.44	DFT0005286
1229	Pers (EFT)	03/20/2020	Bank Draft	0.00	161.02	DFT0005287
1229	Pers (EFT)	03/20/2020	Bank Draft	0.00	1,663.42	DFT0005288
1229	Pers (EFT)	03/20/2020	Bank Draft	0.00	2,300.27	DFT0005289
1229	Pers (EFT)	03/20/2020	Bank Draft	0.00	2,469.69	DFT0005290
1229	Pers (EFT)	03/20/2020	Bank Draft	0.00	2,555.69	DFT0005291

Check Report

Date Range: 02/26/2020 - 03/25/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1149	Internal Revenue Service	03/20/2020	Bank Draft	0.00	13,570.12	DFT0005292
1098	EDD (EFT)	03/20/2020	Bank Draft	0.00	3,845.46	DFT0005293
1098	EDD (EFT)	03/20/2020	Bank Draft	0.00	1,065.38	DFT0005294
1149	Internal Revenue Service	03/20/2020	Bank Draft	0.00	3,173.68	DFT0005295
1149	Internal Revenue Service	03/20/2020	Bank Draft	0.00	9,858.83	DFT0005296

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	95	62	0.00	360,278.68
Manual Checks	0	0	0.00	0.00
Voided Checks	0	8	0.00	-249.84
Bank Drafts	50	50	0.00	169,346.14
EFT's	0	0	0.00	0.00
	<b>145</b>	<b>120</b>	<b>0.00</b>	<b>529,374.98</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	95	62	0.00	360,278.68
Manual Checks	0	0	0.00	0.00
Voided Checks	0	8	0.00	-249.84
Bank Drafts	50	50	0.00	169,346.14
EFT's	0	0	0.00	0.00
	<b>145</b>	<b>120</b>	<b>0.00</b>	<b>529,374.98</b>

### Fund Summary

Fund	Name	Period	Amount
100	GENERAL FUND	2/2020	57,322.10
100	GENERAL FUND	3/2020	472,052.88
			<b>529,374.98</b>

Account Number	Name	Date	Type	Amount	Reference	Packet
102-0007355-01	Chahal, Kirpal K	3/2/2020	Refund	\$ 976.00	Check #: 12028	UBPKT09596
102-0011237-01	Lowell, John and Concetta	3/2/2020	Refund	\$ 644.00	Check #: 12029	UBPKT09596
112-1027622-01	Swank, Randy and Stacey	3/2/2020	Refund	\$ 11.26	Check #: 12030	UBPKT09596
112-1028916-00	Meritage Homes	3/2/2020	Refund	\$ 500.00	Check #: 12031	UBPKT09596
102-0000247-01	Lamoureux, Loree	3/10/2020	Refund	\$ 108.00	Check #: 12061	UBPKT09718
102-0003121-01	Minjoulet, John	3/10/2020	Refund	\$ 82.73	Check #: 12062	UBPKT09718
102-0007801-01	Sjostrand, Kristina	3/10/2020	Refund	\$ 108.00	Check #: 12063	UBPKT09718
102-0007854-02	Sierck, Michael	3/10/2020	Refund	\$ 9.09	Check #: 12064	UBPKT09718
102-0008909-01	McCrary, Maxine	3/10/2020	Refund	\$ 108.00	Check #: 12065	UBPKT09718
102-0011448-01	Borst, Todd	3/10/2020	Refund	\$ 108.00	Check #: 12095	UBPKT09761
103-0004901-01	Turner, Arthur	3/10/2020	Refund	\$ 108.00	Check #: 12066	UBPKT09718
106-0012733-03	Sander, Christianne	3/10/2020	Refund	\$ 108.00	Check #: 12067	UBPKT09718
106-0013763-01	Zylker, Volkert	3/10/2020	Refund	\$ 8.40	Check #: 12068	UBPKT09718
106-0014423-01	Weiss, Scott	3/10/2020	Refund	\$ 110.40	Check #: 12069	UBPKT09718
106-0016609-01	Ratiu, Claudiu D	3/10/2020	Refund	\$ 36.00	Check #: 12070	UBPKT09718
106-0016789-01	Luna, Robert	3/10/2020	Refund	\$ 127.00	Check #: 12071	UBPKT09718
106-0016858-01	Fowler, Royal and Jeanne	3/10/2020	Refund	\$ 115.50	Check #: 12072	UBPKT09718
106-0016905-01	Horrell, Michael	3/10/2020	Refund	\$ 108.00	Check #: 12073	UBPKT09718
112-1022243-02	Calcavara, Marina	3/10/2020	Refund	\$ 108.39	Check #: 12074	UBPKT09718
112-1027219-01	Cordell, Claire	3/10/2020	Refund	\$ 35.10	Check #: 12075	UBPKT09718
112-1028239-01	Morgan, Marlon and Melissa	3/10/2020	Refund	\$ 108.00	Check #: 12076	UBPKT09718
112-1028879-00	Tim Lewis Communities	3/10/2020	Refund	\$ 107.60	Check #: 12077	UBPKT09718
112-1028880-00	Tim Lewis Communities	3/10/2020	Refund	\$ 108.00	Check #: 12078	UBPKT09718
112-1028881-00	Tim Lewis Communities	3/10/2020	Refund	\$ 144.00	Check #: 12079	UBPKT09718
112-1029016-00	KB Home Sacramento Inc	3/10/2020	Refund	\$ 63.68	Check #: 12080	UBPKT09718
112-1029017-00	KB Home Sacramento Inc	3/10/2020	Refund	\$ 73.96	Check #: 12081	UBPKT09718
112-1029018-00	KB Home Sacramento Inc	3/10/2020	Refund	\$ 66.12	Check #: 12082	UBPKT09718
112-1029019-00	KB Home Sacramento Inc	3/10/2020	Refund	\$ 73.96	Check #: 12083	UBPKT09718
112-1029020-00	KB Home Sacramento Inc	3/10/2020	Refund	\$ 66.02	Check #: 12084	UBPKT09718
112-1029021-00	KB Home Sacramento Inc	3/10/2020	Refund	\$ 47.36	Check #: 12085	UBPKT09718
112-1029022-00	KB Home Sacramento Inc	3/10/2020	Refund	\$ 72.78	Check #: 12086	UBPKT09718
112-1029024-00	KB Home Sacramento Inc	3/10/2020	Refund	\$ 63.92	Check #: 12087	UBPKT09718
112-1029026-00	KB Home Sacramento Inc	3/10/2020	Refund	\$ 64.95	Check #: 12088	UBPKT09718
112-1029027-00	KB Home Sacramento Inc	3/10/2020	Refund	\$ 44.95	Check #: 12089	UBPKT09718
112-1029028-00	KB Home Sacramento Inc	3/10/2020	Refund	\$ 48.56	Check #: 12090	UBPKT09718
112-1029029-00	KB Home Sacramento Inc	3/10/2020	Refund	\$ 51.89	Check #: 12091	UBPKT09718
112-1029030-00	KB Home Sacramento Inc	3/10/2020	Refund	\$ 39.40	Check #: 12092	UBPKT09718
202-0000406-01	Iranpour, Asal	3/10/2020	Refund	\$ 221.40	Check #: 12093	UBPKT09718
212-1025049-01	Lutheran, Matthew	3/10/2020	Refund	\$ 386.63	Check #: 12094	UBPKT09718

**Total Refunds \$ 5,373.05**

**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 Pacific Tech Park Phase 1

**Meeting Date:** April 2, 2020

---

**Overview**

The Pacific Tech Park Phase 1 improvements are located at 6101 Pacific Street. The Pacific Tech Park Phase 1 project consists of a small portion of public sewer and the connection of Building C (7,737 square feet of commercial space). Pacific Tech Park Phase 2 (currently in construction) will include additional commercial buildings and onsite infrastructure. Building C will contribute 2.58 EDUs. The Pacific Tech Park Phase 1 improvements include the following infrastructure:

- Installation of fifty-one (51) linear feet of sanitary sewer pipe; and
- Installation of three (3) manholes; and
- Installation of eight (8) feet of lower laterals.

**Recommendation**

Staff recommends that the Board of Directors accept the attached Bill of Sale for the Pacific Tech Park Phase 1.

**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 \$22,160.

**Attachments:**

1. Bill of Sale
2. Map – The Pacific Tech Park Phase 1
3. The Pacific Tech Park Phase 1 Asset Inventory

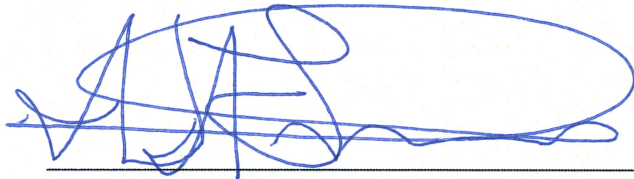
BILL OF SALE

MIMA CAPITAL LLC does hereby grant, bargain, sell and convey to SOUTH PLACER MUNICIPAL UTILITY DISTRICT all of its rights, title and interest in and to all public sewer pipes, lines, mains, manholes, and appurtenances installed by its contractor in that subdivision/project commonly known as PACIFIC TECH PARK - PHASE I

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

Dated this 4th Day of March 2020

By: (Developer/Owner)

A handwritten signature in blue ink, appearing to be 'M. Fournier', written over a horizontal line.

Signature

MICHEL M. FOURNIER; MANAGING PARTNER

Name (Please Type or Print)





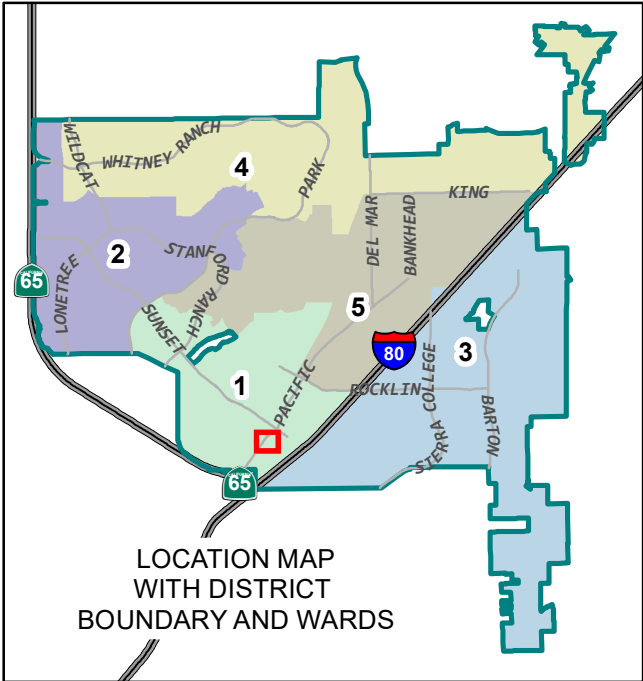
**Pacific Tech Park  
Phase 1**

0 100 200 Feet  
1 in = 200 ft



**Pacific Tech Park  
Phase 1  
2.58 EDUs**

Date: 3/20/2020  
 Author: Curtis Little  
 Document Path:  
 G:\spmud\_gis\mxd\Curtis\Bill Of Sale  
 Maps\2020\MXD\PacificTechPark  
 PH1.mxd



LOCATION MAP  
WITH DISTRICT  
BOUNDARY AND WARDS



**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**PACIFIC TECH PARK PHASE 1**

**ASSET INVENTORY**

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Mainline:

Pipe ID	Diameter	Material	Length (ft)
H08-095	6	DIP431	51

Manholes and Flushing Branches:

Manhole ID	Structure Type	Diameter (in)
H08-093	Manhole	48
H08-094	Manhole	48
H08-095	Manhole	48

Service Laterals:

Service Structure	Diameter (in)	Length (ft)	Pipe Material
31582	6	8	DIP431

**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 the Lugo Extension/3240 Taylor Road  
**Meeting Date:** April 2, 2020

---

**Overview**

The Lugo Extension improvements are an extension of the 3264 Taylor Road improvements constructed in 2018 and are intended to serve the Lugo property at 3240 Taylor Road in Loomis. The Lugo Extension/3240 Taylor Road project consists of offsite infrastructure for a future onsite project (no connections are associated with the construction of the project at this time). The Lugo Extension/3240 Taylor Road improvements include the following infrastructure:

- Installation of three hundred and eight (308) linear feet of sanitary sewer pipe; and
- Installation of three (3) manholes; and
- Installation of two (2) flushing branches; and
- Installation of twenty-five (25) feet of lower laterals.

**Recommendation**

Staff recommends that the Board of Directors accept the attached Bill of Sale for the Lugo Extension/3240 Taylor Road 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 \$145,992.

**Attachments:**

1. Bill of Sale
2. Map – Lugo Extension/3240 Taylor Road
3. Lugo Extension/3240 Taylor Road Asset Inventory

BILL OF SALE

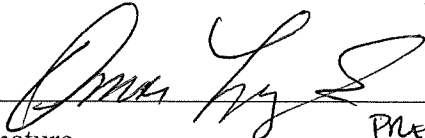
LUGO PROPERTIES, INC. does hereby grant, bargain, sell and convey to SOUTH PLACER MUNICIPAL UTILITY DISTRICT all of its rights, title and interest in and to all public sewer pipes, lines, mains, manholes, and appurtenances installed by its contractor in that subdivision/project commonly known as 3240 TAYLOR RD.

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

Dated this 03/12/2020

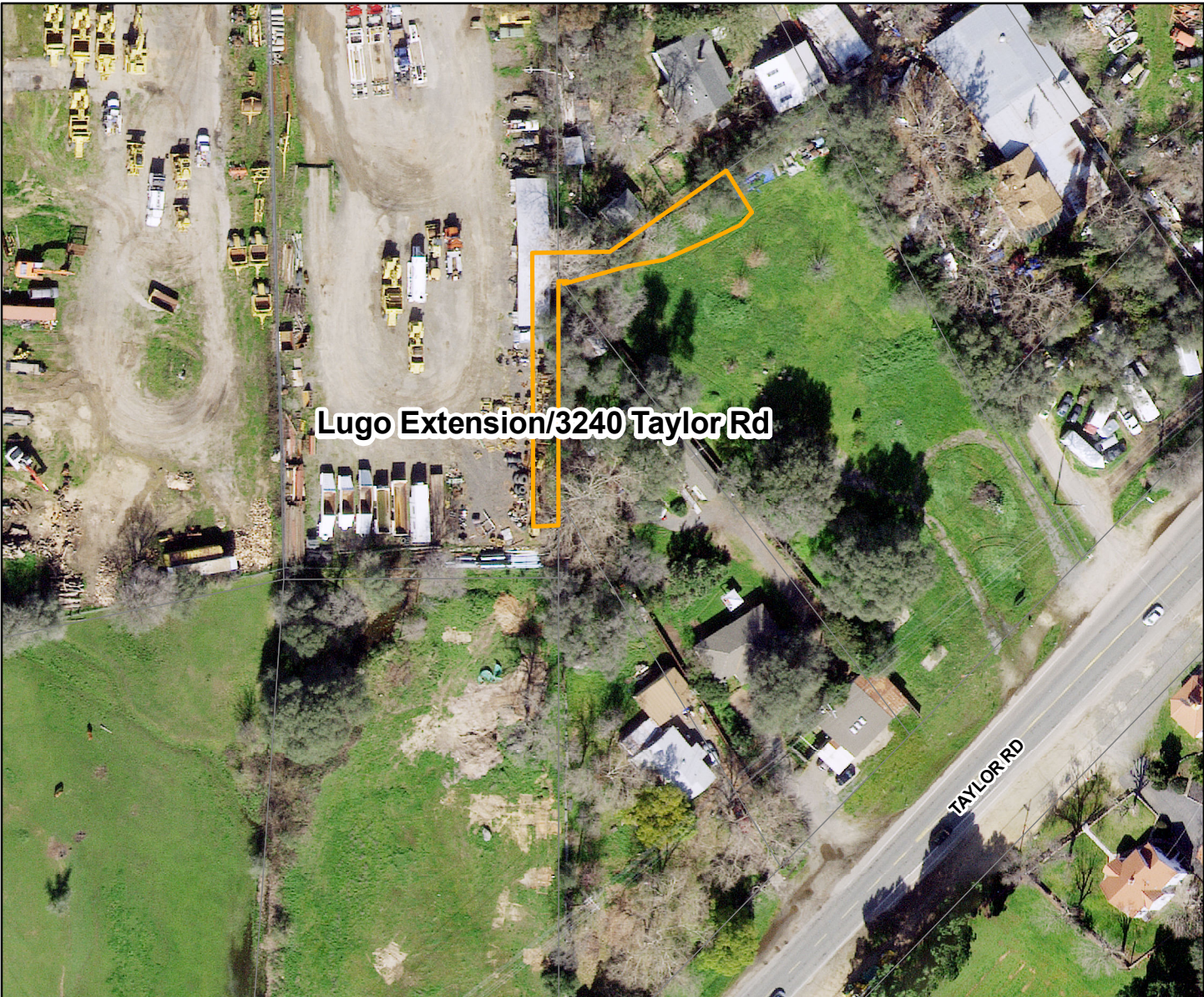
By: (Developer/Owner)

LUGO PROPERTIES, INC.

  
Signature PRESIDENT

OMAR LUGO  
Name (Please Type or Print)





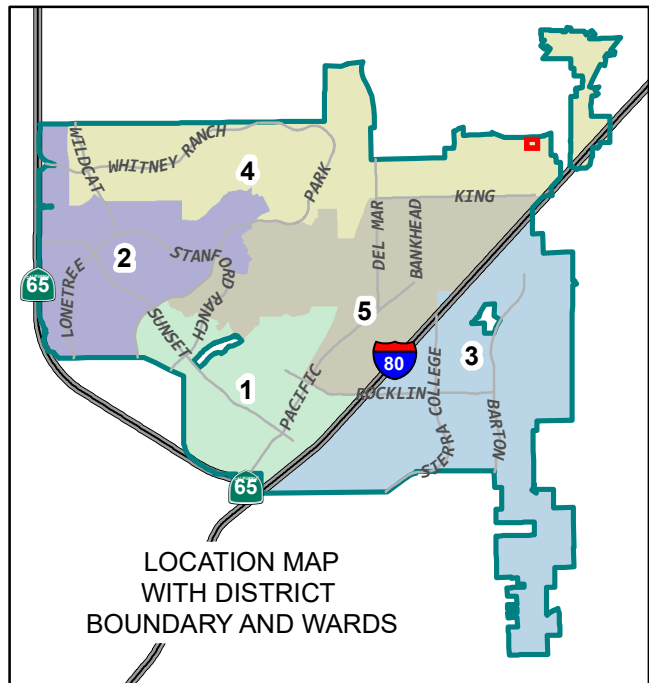
0 50 100 Feet  
1 in = 100 ft



# Lugo Extension/ 3240 Taylor Rd

**0 EDUs**

Date: 3/24/2020  
 Author: Curtis Little  
 Document Path:  
 G:\spmud\_gis\mxd\Curtis\Bill Of Sale Maps\2020\MXD\Lugo.mxd



**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**LUGO EXTENSION – 3240 TAYLOR ROAD**

**ASSET INVENTORY**

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Mainline:

Pipe ID	Diameter	Material	Length (ft)
O13-071	8	SDR26	70
O13-069	8	SDR26	176
O13-F04	8	SDR26	6
O13-073	8	SDR26	51
O13-F03	8	SDR26	6

Manholes and Flushing Branches:

Manhole ID	Structure Type	Diameter (in)
O13-F04	Flushing Branch	8
O13-F03	Flushing Branch	8
O13-069	Manhole	48
O13-071	Manhole	48
O13-073	Manhole	48

Service Laterals:

Service Structure	Diameter (in)	Length (ft)	Pipe Material
31028	6	10	SDR26
31179	6	9	SDR26
34078	6	6	SDR26



**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors

**From:** Carie Huff, District Engineer

**Cc:** Herb Niederberger, General Manager

**Subject:** Lugo Extension (3240 Taylor Road/APN 043-014-027-000/  
Refund Agreement

**Meeting Date:** April 2, 2020

---

**Overview**

Stacey and Omar Lugo, the property owners at 3240 Taylor Road (APN 043-014-027-000), are required by the Town of Loomis to connect to public sewer in order to develop their property. The connection to public sewer required extension of an 8-inch public sewer line. The District will enter into a refund agreement since the property owners constructed sewer improvements that will benefit properties not participating in the original cost of construction. Construction of the 8-inch sewer will provide properties along the sewer alignment an opportunity to connect to public sewer. The refund agreement will require properties that connect to the 8-inch sewer line pay a pro-rated share, as defined in the agreement, of the cost to construct the sewer improvements.

**Recommendation**

Staff recommends that the Board of Directors:

- Adopt Resolution 20-09 to authorize the General Manager to execute the refund agreement for the 8-inch sewer as part of the Lugo Extension (3240 Taylor Road/APN 043-014-027-000).

**Strategic Plan Goal**

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.1: Engage Customers to determine expectations.

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

**Fiscal Impact**

There is no significant fiscal impact to the District. The refund agreement value of the contributed capital is estimated at \$28,110.48. Properties that connect to the extension of the 8-inch sewer will pay a pro-rated share of the cost of construction of the 8-inch sewer at the time that the properties connect to the public sewer.

Attachments:

1. Resolution 20-09 – Authorization to Execute the Lugo Extension (3240 Taylor Road/APN 043-014-027-000) Refund Agreement
2. Lugo Extension (3240 Taylor Road/APN 043-014-027-000) Sewer Refund Agreement

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**RESOLUTION NO. 20-09**

**AUTHORIZATION TO EXECUTE THE LUGO EXTENSION (3240 TAYLOR ROAD/043-014-027-000)**

**REFUND AGREEMENT**

WHEREAS, it is necessary that sanitary wastewater facilities be installed to provide wastewater disposal services to the property, commonly known as the Lugo Extension, 3240 Taylor Road (APN 043-014-027-000), Town of Loomis, County of Placer, State of California; and

WHEREAS, the District certifies that the sewer pipe capacity, size, and location is adequate to carry design flow from the entire tributary area as determined by the General Manager; and

WHEREAS, the District deems it necessary that wastewater facilities be constructed which will be, or can be, used for the benefit of property not participating in the cost of construction of said facilities; and

WHEREAS, the contracting party is willing to construct and install the wastewater facilities, as hereinafter described, at its own expense, and thereafter dedicate said facilities to District for a public use, in return for partial reimbursement therefore pursuant to the terms and conditions of this agreement; and

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

1. the attached refund agreement is adopted in its entirety;
2. the General Manager, or his designee, is hereby authorized as the District's Agent to implement the purpose and requirements of the refund agreement and will administer the attached refund agreement in consultation with the Districts Legal Counsel.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 2<sup>nd</sup> day of April 2020.

Signed: \_\_\_\_\_  
John Murdock, President of the Board of Directors

Attest: \_\_\_\_\_  
Emilie Costan, Board Secretary

Lugo Extension (3240 Taylor Road/APN 043-014-027-000)  
REFUND AGREEMENT

-----  
SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STACY AND OMAR LUGO/LUGO PROPERTIES, INC.

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between SOUTH PLACER MUNICIPAL UTILITY DISTRICT, a public agency, hereinafter referred to as District, and STACY AND OMAR LUGO/LUGO Properties, Inc., hereinafter referred to as Owner.

WITNESSETH

WHEREAS, it is necessary that sanitary wastewater facilities be installed to provide wastewater disposal services to the Owner's property, commonly known as 3240 Taylor Road (APN 043-014-027-000), Town of Loomis, County of Placer, State of California; and

WHEREAS, District deems it necessary that wastewater facilities be constructed which will be, or can be, used for the benefit of property not participating in the cost of construction of said facilities; and

WHEREAS, Owner is willing to construct and install the wastewater facilities, as hereinafter described, at its own expense, and thereafter dedicate said facilities to District for a public use, in return for partial reimbursement therefore pursuant to the terms and conditions of this agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Owner has furnished, at its sole cost and expense, all necessary labor, materials, machinery, apparatus, and other means of construction, and do all the work required to construct the following described wastewater facilities: an 8-inch sewer line and all related appurtenances as generally depicted on the drawing attached hereto, marked Exhibit "A" and made a part hereof, all within the scope of sewer construction for providing service to 3240 Taylor Road (APN 043-014-027-000).

2. Plans for the above improvements were approved by the District and the construction thereof shall be in accordance with all of the ordinances, rules, regulations and specifications of District, as such may be amended from time to time. It is expressly understood and agreed by Owner that unless and until said wastewater facilities are constructed and installed in the manner herein provided and accepted by District, District shall have no obligation whatsoever to maintain said facilities or to provide wastewater service therefrom.

3. Owner agrees that upon the completion of construction and installation of said wastewater facilities in accordance with the plans and specifications, ordinances, rules, and regulations of District, said facilities shall become the property of District upon its acceptance, free and clear of all costs, liens, encumbrances, or restrictions whatsoever, and Owner shall defend, indemnify and hold harmless the District from and against any and all suits, actions, damages, regulatory actions or proceedings, enforcement claims or claims of every type and



description resulting from or by reason of the performance by Owner of this agreement. Owner agrees to transfer legal title to said facilities to District together with any and all necessary easements pertaining thereto in a form satisfactory to District.

4. In consideration of construction and installation of said wastewater facilities at Owner's expense, District agrees that the first 2 Equivalent Dwelling Units (EDU) within the real property shown on the map attached hereto, marked Exhibit "B" and made a part hereof, located adjacent to and upstream and downstream from Owner's project shall be subject to an in-lieu of construction fee. Said in-lieu fee shall be paid to Owner as partial reimbursement for construction of said wastewater facilities. The amount to be collected by District and paid to Owner shall be calculated according to the following schedule and formula:

District covenants and agrees to collect the sum of \$14,055.24. for each EDU as determined by District to be developed in connection with improvement plans for sewer facilities for development of properties shown on said Exhibit "B". The total sum for all EDU's so determined shall be collected prior to District approval of said improvement plans. In the event improvement plans for sewer facilities for properties shown on Exhibit "B" have been approved by District prior to the date of this agreement, said total sum shall be collected coincident with the submittal of the document transferring legal title of such improvement plan sewer facilities to District. In the event improvement plans for sewer facilities for properties shown on Exhibit "B" are not required, such as in the case of an individual applicant connecting an existing parcel of land or increases in EDU determinations of a parcel previously connected, the total sum of all applicable EDU's for said individual connection or increase shall be collected coincident with District's issuance of the sewer service application permit. The amounts collected by District shall be paid to Owner on a quarterly basis or at such other time as District and Owner may agree upon in writing. It is expressly understood that unless and until said wastewater facilities are constructed and installed in the manner herein provided and transferred to and accepted by District, District shall have no obligation to pay to Owner any of the sums collected herein.

5. Notwithstanding any other provision of this agreement, the total refund by District of the aforementioned sums shall not exceed the sum of \$28,110.48, or the amount collected within a period of ten years from the date of this agreement at which time this agreement shall cease and terminate and District shall be under no further obligation to make payments to Owner. It is expressly understood that District shall not be obligated to pay to Owner any public funds of District but shall only be obligated to collect the sums provided for above from the Owners/applicants of the properties shown on Exhibit "B". No interest shall be paid by District to Owner on any of the above sums refunded pursuant to the terms of this agreement.

6. Owner agrees that the refund as provided above represents the equitable share of the wastewater facilities construction costs for the benefiting properties shown on Exhibit "B". Owner warrants that District's obligation as provided above is with Owner, and no third party has any claim on District for said share of wastewater facilities construction costs or amounts refundable.

7. This agreement shall not be construed to limit the right of District to hereafter enlarge, relocate, or extend said wastewater facilities nor the granting to Owner a right to any specified capacity in any other sanitary wastewater facilities or wastewater treatment plant of District now in existence or hereafter to be constructed, other than such rights, if any, that any other property owner within District would have therein.

8. Neither this agreement nor any provision thereof shall be construed to require or obligate District to expend any public funds for the direct benefit of Owner.

9. Any notices or communications required to be made herein shall be made, by deposit in the U.S. Mail, First Class Postage prepaid to:

District: South Placer M.U.D.  
5807 Springview Drive  
Rocklin, CA 95677

Owner: Stacy and Omar Lugo/Lugo Properties, Inc.  
P.O. Box 52  
Loomis, CA 95650

Either party may amend its address for notice by notifying the other in writing.

10. This agreement is not assignable by Owner without the written consent of District, which consent shall not unreasonably be withheld. No assignment shall relieve Owner of any promise or obligation made or assumed by him herein.

11. This agreement and its obligations, terms and conditions shall inure to the benefit of the heirs, successors and assigns of Owner and to the successors in interest of District.

12. This agreement is authorized by the provisions of Section 12721 and 12841(b) of the Public Utilities Code of the State of California.

13. In any action arising out of the performance of this agreement, whether in tort, contract, declaratory relief or otherwise, the prevailing party shall be entitled to recover reasonable attorney's fees and litigation expenses (including court costs and expert witness fees) from the other party. These fees, which may be set by the court in the same action or in a separate action brought for that purpose, are in addition to any other relief to which the prevailing party may be entitled. This provision applies to the entire agreement.

14. This agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject of this agreement. This agreement contains all the covenants and agreements between the parties with respect to the matters herein, and each party to this agreement acknowledges that no representations, inducements, promises or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this agreement. No agreement, statement or promise not contained in this agreement shall be valid or binding.

15. The validity of this agreement and of any of its terms or conditions, as well as the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the laws of the State of California.

16. If any term of this agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the agreement terms shall remain in full force and effect and shall not be affected.

IN WITNESS WHEREOF, the parties hereto have executed the within agreement the day and year first written above.

ATTEST

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

\_\_\_\_\_  
Emilie Costan, Secretary

\_\_\_\_\_  
Herb Niederberger, General Manager

APPROVED AS TO FORM

\_\_\_\_\_  
Adam C. Brown, District Counsel

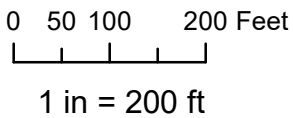
Stacy and Omar Lugo/Lugo Properties, Inc.

\_\_\_\_\_  
Printed Name: Stacy Lugo

Title: Owner

\_\_\_\_\_  
Printed Name: Omar Lugo

Title: Owner



# Exhibit A

## Lugo Offsite/3240 Taylor Rd Sewer Extension

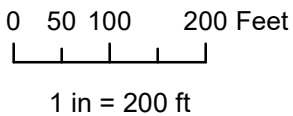
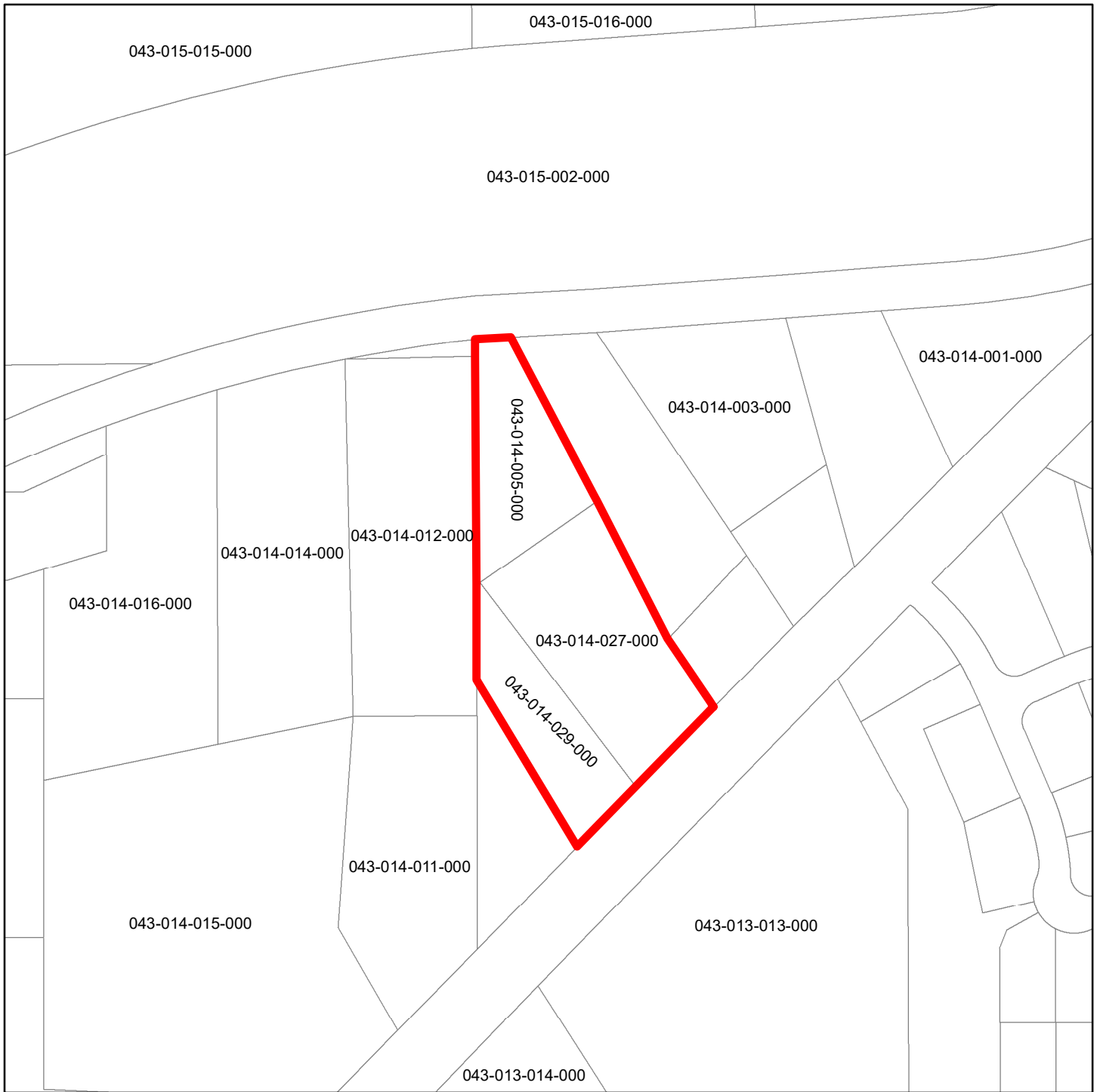


Date: 3/17/2020

Author: Curtis Little

Document Path:  
 G:\spmud\_gis\mxd\Curtis\Exhibit  
 Maps\Refund Agreements\Lugo  
 Offsite\ExhibitA\_Sewer.mxd





# Exhibit B

## Lugo Offsite/3240 Taylor Rd Sewer Extension

Date: 3/17/2020

Author: Curtis Little

Document Path:  
 G:\spmud\_gis\mxd\Curtis\Exhibit  
 Maps\Refund Agreements\Lugo  
 Offsite\ExhibitB\_Refund Agreement.mxd



**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**  
**STAFF REPORT**

**To:** Board of Directors

**From:** Eric Nielsen, Assistant Superintendent

**Cc:** Herb Niederberger, General Manager

**Subject:** Award Construction Contract for the  
SPMUD CIPP Pipe Liner Program 2020

**Meeting Date:** April 2, 2020

**Overview**

The current budget has a line item for System Rehabilitation. Staff identified approximately twenty-three (23) mainline pipe segments, eighty-three (83) lower laterals, and one hundred (100) lateral connection seals to be rehabilitated during this fiscal year. The liner program plays an important role in reducing the risk of sanitary sewer overflows (SSOs) due to root intrusion (the most likely cause of SSOs within the District).

The District issued an invitation to bid on March 9, 2020. Sealed bids were due by March 30, 2020. Three bids were received and Express Sewer & Drain, Inc. was the apparent low bidder. The table below shows a summary of the base bid amounts from the bid opening. Staff's review found the bid from Express Sewer & Drain, Inc. to be in compliance with the requirements of the contract documents. Staff requests the Board to authorize the General Manager to provide the Notice of Award to Express Sewer & Drain, Inc. and proceed with executing the contract for services.

<b>Contractor</b>	<b>Base Bid Amount</b>
Express Sewer & Drain, Inc.	\$ 498,670.00
Nor-Cal Pipeline Services	\$ 563,280.00
Insituform Technologies LLC	\$ 1,015,995.00

Staff, in coordination with District Legal Counsel, prepared a notice to District vendors, contractors, and consultants declaring the District's projects and activities as essential infrastructure functions (see Attachment 3). As such, the District's projects and activities are exempt from State of California Executive Order N-33-20 requiring individuals to shelter-in-place. Staff recommends this project proceed to lessen the likelihood of sanitary sewer overflows and the associated potential impact on public health.

In preparation for the potential for change orders during construction, staff requests that the Board authorize the General Manager to execute change orders that meet defined criteria. This will expedite the process of responding to small adjustments that may arise during the course of

construction, while ensuring that more significant changes will require review and approval by the Board. A summary of change orders will be presented to the Board during the project through monthly reports to the Board by the Superintendent.

Any change orders that do not meet these criteria will not be approved without prior approval by the Board of Directors.

### **Recommendation**

Staff recommends that the Board of Directors:

- Adopt Resolution 20-11 to authorize the General Manager to
  - Award the attached contract for services to Express Sewer & Drain, Inc. to complete the SPMUD CIPP Pipe Liner Program 2020 in the amount of \$498,670.00.
  - File the Notice of Completion upon the District approval of the project.
  - Execute any change order for an amount up to and including \$50,000, consistent with the existing SPMUD Purchasing Policy (3150), and
  - Execute change orders up to a cumulative amount not to exceed 10% of the awarded construction contract amount (i.e., \$49,867.00).

### **Strategic Plan Goal**

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.3: Maintain transparency with all District activities.

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

### **Fiscal Impact**

The bid amount by the lowest responsive, responsible bidder was less than the estimate and budget amount. The costs for this construction project will be paid for out of Fund 400 (replacement of existing sewer pipe).

Attachments:

1. Resolution 20-10 – Resolution to Authorize the General Manager to Award the Contract to Express Sewer & Drain, Inc. for the SPMUD CIPP Pipe Liner Program 2020.
2. Contract for Services – SPMUD CIPP Pipe Liner Program 2020
3. Memo to All SPMUD Vendors, Contractors, and Consultants, dated March 20, 2020, “Application of State of California Executive Order N-33-20”.

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**RESOLUTION NO. 20-10**

**NOTICE OF CONTRACT AWARD TO EXPRESS SEWER & DRAIN, INC. FOR THE  
SPMUD CIPP PIPE LINER PROGRAM 2020**

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

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

WHEREAS, SPMUD reviewed the bids received and found the bid by Express Sewer & Drain, Inc. to be the lowest responsive, responsible bidder, and

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

WHEREAS, the SPMUD Purchasing Policy (Policy 3150) allows for the General Manager to approve commitments up to and including \$50,000.

NOW, THEREFORE BE IT RESOLVED, that the South Placer Municipal Utility District Board of Directors authorizes the General Manager to award the contract for services to complete the SPMUD CIPP Pipe Liner Program 2020 to Express Sewer & Drain, Inc. in the amount of \$498,670.00, and

RESOLVED, that the South Placer Municipal Utility District Board of Directors authorizes the General Manager to execute change orders under \$50,000 to the construction contract for the SPMUD CIPP Pipe Liner Program 2020 with Express Sewer & Drain, Inc. not to exceed a total of 10% of the contract amount (\$49,867.00). Change orders in excess of \$50,000 or which collectively total more than 10% of the contract amount are not authorized without prior approval of the Board of Directors.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 2<sup>nd</sup> day of April 2020.

Signed: \_\_\_\_\_  
John Murdock, President of the Board of Directors

Attest: \_\_\_\_\_  
Emilie Costan Board Secretary



## SECTION 1

### **NOTICE TO CONTRACTORS / INVITATION TO BID**

Sealed bids will be received at the office of the South Placer Municipal Utility District, 5807 Springview Drive, CA 95677 until 1:00 p.m. local time on March 18, 2020 at which time and place they will be publicly opened and read aloud for the:

#### **SPMUD CIPP Pipe Liner Program 2020**

**Description of Work:** This project includes rehabilitation 6,600 lineal feet of 8-inch and 6-inch gravity sewer mainline pipe and 2,500 lineal feet of 4-inch lateral pipe using the Cured-In-Place-Pipe (CIPP) method. Work includes 130 lateral reinstatements and the installations of 100 Service Lateral Connection seals. (See Appendices A, B and C for details). This work is in the City of Rocklin, Town of Loomis, and the community of Granite Bay, California. This work will require sewer bypass operations, confined space entries, traffic control, notification of residents, Pre and Post installation CCTV inspection, pipeline cleaning and all other work to provide a complete and usable facility.

**Completion of Work:** All work shall be completed by June 19, 2020

**Obtaining Contract Documents:** Contract Documents may be obtained via Public Purchase at <https://www.publicpurchase.com/gems/login/login?&dst=>

**Submission of Bids:** All bids must be submitted no later than the time prescribed. Each bid must conform and be responsive to this notice and shall be made on the official bid forms furnished with the Contract documents. **All bidders shall be registered with State of California, Department of Industrial Relations. The following must be included on the outside of the submittal envelope:**

1. **DIR registration number**

2. **The Project Name.**

A Bid Bond (or cash, cashier's check, or certified check) of not less than 10% of the aggregate total of the bid is required to be submitted with the sealed bid.

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

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

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

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

The District has programmed \$725,000 for this project.

By: Eric Nielsen  
Eric Nielsen, Superintendent

Date: February 20, 2020

SECTION 2

**BID FORM**

**TITLE**

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

**SPMUD CIPP Pipe Liner Program 2020**

are being accepted at the South Placer Municipal Utility District office, located at 5807 Springview Drive, CA 95677 until 1:00 p.m. on March 18, 2020. Information may be obtained from the District at (916) 786-8555 during normal business hours. (8:00 a.m. – 4:30 p.m. M-Th, 7:00 a.m. – 3:30 p.m. F)

**BID** (This section to be completed by bidder.)

DATE: 03/17/2020

The undersigned agrees, if this bid is accepted, to complete the work specified in strict accordance with the contract documents by June 19, 2020, for the following amount:

BID: \$ 498,670.00 (TOTAL SUM)

Amount in words: \_\_\_\_\_

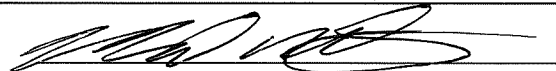
Four Hundred Ninety Eight Thousand Six Hundred Seventy dollars

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

Bidder's comments and exceptions:

**BIDDER INFORMATION**

Name and address of bidder:  
Express Sewer & Drain, Inc.  
3300 Fitzgerald Rd  
Rancho Cordova, CA 95742

  
Authorized signature

Mark Werts - Project Manager  
Signers name and title (type or print)

Phone No.: 530-317-7872

CA # 882660 - Class A

Fax No.: 916-853-1148

License No.

## BID SCHEDULE

<b>SPMUD CIPP Pipe Liner Program 2020</b>
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ITEM	DESCRIPTION	NOTE	QTY	UNIT	UNIT COST	ITEM COST
1	Mobilization - Demobilization	a	1	L.S.	\$100.00	\$100.00
2	Installation of 4-inch liner	b, c, g, h	2,500	L.F.	\$69.00	\$172,500.00
3	Installation of 6-inch liner	b, c, e, f, g	6,335	L.F.	\$34.00	\$215,390.00
4	Installation of 8-inch Liner	b, c, e, f, g	270	L.F.	\$34.00	\$9,180.00
5	Lateral Reinstatement	b, c, d, e, g	130	EA.	\$50.00	\$6,500.00
6	Service Lateral Connection Seals	b, c, g, i	100	EA	\$950.00	\$95,000.00

**TOTAL**

<b>\$498,670.00</b>
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**NOTES:**

- a. This Item shall not exceed 5% of bid amount. District will retain 30% of this Item for Demobilization. Mobilization and Demobilization shall be paid only one time for project.
- b. Cost of work includes but is not limited to: Pipe End Seals; Bypass Operations; Traffic Control; Confined Space Entry, CCTV Inspection, sewer pipe cleaning, Encroachment Permits and Water for installation.
- c. Cost of work includes but is not limited to all work necessary to prepare the host pipes for the application of the liner product, including, but not limited to, eliminating sources of infiltration, removing defects such as roots, grease and debris to properly apply the lining and seal products
- d. Cost of work is for 4-inch lateral reinstatements includes but is not limited to, work equipment and materials necessary to provide a smooth finish, which matches the contour and size of existing lateral opening. Over-cutting of lateral reinstatements or any damage caused to the liner as a result of the lateral reinstatement process shall be rectified to the satisfaction of the District.
- e. Work shall be scheduled in such a way that all laterals are returned to service no later than 6:00 PM on the day they were installed.
- f. Pipe End Seal work shall be performed while bypass operations are in place. Pipe End Seal material shall be approved by the District and designed to cure in wet conditions.
- g. Refer to Tables A, B and C for further detail. The Item Numbers in Tables correlates to the Number callouts in Maps. [Overview Map](#)
- h. 4-inch lateral liners shall extend to within 2-inches of the mainline pipe.
- i. Service Lateral Connection Seals shall extend a minimum of 8-inches into the lateral pipe and shall overlap the lateral liner by 2-inches minimum.

All other items and incidentals that are required to complete this job and provide a fully functioning liner and seal in accordance with the plans and specifications are included in the items in the Bid Schedule and no additional compensation will be made by the District.

The estimated quantities listed are for bid purposes only. Compensation for these bid items shall be for actual quantities at the firm (unit cost) bid rates.

**Bid Form – Page 2 of 2**

SECTION 3

**LIST OF SUBCONTRACTORS**

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

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

SECTION 4

**COMPLIANCE STATEMENTS**

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700**

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

**PUBLIC CONTRACT SECTION 10232 STATEMENT**

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

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

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

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

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

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

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

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

**LABOR CODE § 1773**

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

**GOVERNMENT CODE § 12990**

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

**PUBLIC CONTRACTS CODE, STATE OF CALIFORNIA § 22300**

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

**WORKER'S COMPENSATION CERTIFICATION**

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

**DEPARTMENT OF INDUSTRIAL RELATIONS, LABOR CODE SECTION 1725.5**

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

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

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

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

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

SECTION 5

**CONTRACT FOR SERVICES**

<b>SPMUD CIPP Pipe Liner Program 2020</b>
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THIS CONTRACT is made on this \_\_\_\_ day of \_\_\_\_\_, 2020, between the SOUTH PLACER MUNICIPAL UTILITY DISTRICT ("District") and EXPRESS SEWER & DRAIN, INC. ("Contractor").

WITNESSETH:

WHEREAS, the District desires to rehabilitate portions of its sewer collection system piping, within the District, by the Cured-In-Place-Pipe (CIPP) method. (See Appendix A), and;

WHEREAS, the Contractor has presented a bid for such to the District, dated 3/17/2020, (attached hereto and incorporated herein as Section 2) and is duly licensed, qualified and experienced to perform the construction of such facility;

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

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

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

**5.1 SCOPE OF WORK:** Contractor shall provide all labor, equipment, materials and incidentals required to construct and complete, in a good and workmanlike manner, all improvements to provide a complete and useable facility, as designed and approved by the District. The work is to include, but is not necessarily limited to, the following:  
This project includes rehabilitation 6,600 lineal feet of 8-inch and 6-inch gravity sewer mainline pipe and 2,500 lineal feet of 4-inch lateral pipe using the Cured-In-Place-Pipe (CIPP) method. Work includes 130 lateral reinstatement and 100 Mainline-to-Lateral seals

1. Install 4-inch CIPP liner in 83 service lines totaling approximately 2,500' lineal feet
2. Install 6-inch CIPP liner in 22 mainline segments totaling approximately 6,335 lineal feet.
3. Install 8-inch CIPP liner in 1 mainline segment totaling approximately 270 lineal feet.
4. Reinststate (130) 4-inch lateral openings.
5. Install 100 Service Lateral Connection Seals

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

**5.2 TIME OF PERFORMANCE:** The Contractor is to commence, as soon as possible, upon execution and receipt of this Contract by, and receipt of written Notice to Proceed from,

the District, and shall be undertaken and completed no later than June 19, 2020. Segments not completed during this timeframe may be removed from the contract at the discretion of the District.

**5.3 COMPENSATION:** The Contractor shall be paid monthly for the actual liners installed, with pipe end-seals and lateral reinstatements, fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed the contract amount without the District's prior written approval.

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

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

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

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

**5.6 PROPERTY OF DISTRICT:** It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the District, and the Contractor shall have no property right whatsoever.

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

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

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



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

**5.10 PREVAILING WAGES:** Pursuant to Section 1773, and following, of the California Labor Code, the Contractor and all subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations for all work performed on site.

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

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

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

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

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

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

This Contract and its Exhibits, the Notice to Bidders, the Bid, General Conditions, Special Provisions, Technical Specifications, Plans, any Addenda and the Drawings constitute the entire

agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

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

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

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

By: \_\_\_\_\_  
Herb Niederberger, General Manager

Attest:

By: \_\_\_\_\_  
Emilie Costan, Secretary to the Board

EXPRESS SEWER & DRAIN, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_



# SOUTH PLACER MUNICIPAL UTILITY DISTRICT

March 20, 2020

To: All SPMUD Vendors, Contractors and Consultants

**Subject: Application of State of California Executive Order N-33-20**

Dear Vendors, Contractors and Consultants:

On March 19<sup>th</sup>, 2020, the California Governor issued an order directing all individuals in the state to shelter in place and ordered all business and governmental agencies to cease non-essential operations. The order exempts essential infrastructure activities, such as water and wastewater services, from the shelter in place requirement. As such, the operations of South Placer Municipal Utility District are designated as essential infrastructure and are exempt from the shelter in place order. The present situation remains in flux, however. Additional orders and directives are expected which may place further limitations on the performance of essential functions and which activities are deemed essential. Accordingly, the District reserves the right to modify, suspend or cancel any District activities, projects or contracts if deemed necessary to protect the health and safety of the public and District employees and providers.

All activities undertaken on behalf of the District, whether by District employees, contractors or consultants, must comply with all applicable federal, state and local health orders and directives. This includes, but is not limited to, social distancing and heightened hygiene requirements. To the extent practicable, communications will be limited to email, text and phone in order to limit in-person contact. All SPMUD contractors, consultants and vendors are expected to be familiar with and comply with all applicable orders and directives issued by the State of California, the federal government and local governments having health and safety jurisdiction over the SPMUD service area (the County of Placer, City of Rocklin and Town of Loomis).

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**STAFF REPORT**

**To:** Board of Directors

**From:** Herb Niederberger, General Manager

**Cc:** Sam Rose, Superintendent  
Eric Nielsen, Assistant Superintendent  
Emilie Costan, Administrative Services Manager  
Carie Huff, District Engineer

**Subject:** Resolution 20-11 COVID-19 Declaration of Emergency and Temporary Authorization of Increased Authority of the General Manager

**Meeting Date:** April 2, 2020

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**Overview**

On March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California as a result of the threat of Novel Coronavirus 2019 (COVID-19). On March 12, 2020, the Governor issued Executive Order N-25-20 in further response to the spread of COVID-19, mandating compliance with state and local public health officials as pertains to measures to control the spread of COVID-19. On March 19, 2020, the Governor issued Executive Order N-33-20 in further response to the spread of COVID-19, ordering all individuals living in the State of California to stay at home or their place of residence, and exempting certain essential critical infrastructure such as wastewater collection and conveyance.

District Staff and General Counsel find it necessary for the Board of Directors to declare a State of Emergency to exist in the South Placer Municipal Utility District as a result of the threat of Novel Coronavirus 2019 (COVID-19). In declaring the State of Emergency, the Board directs that the General Manager may take all actions necessary, proper, and appropriate in his reasonable discretion to ensure the continuous operation of the District, the safety of employees, and the safety of the public, including, but not limited to, reasonable deviations from Ordinances, Resolutions, Policies, and Procedures adopted by the Board of Directors. Any exercise of the General Manager's authority pursuant to this Resolution shall be reported to the Board within a reasonably prudent timeframe. Finally, the authority vested in the General Manager by this Resolution will terminate by action of the Board and/or a declaration by the Governor that the State of Emergency has ended and the County Health Officer that the Public Health Emergency has ceased.

**Recommendation**

Staff recommends that the Board of Directors adopt Resolution 20-11, authorizing a declaration of a state of emergency due to the Covid-19 outbreak and recent state and local health and safety

orders, and authorizing the General Manager to implement measures to ensure continuity of operations during the state of emergency

**Strategic Plan Goals**

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.3: Maintain Transparency with all District Activities

Goal 4.1: Maintain Compliance with Pertinent Regulations

**Fiscal Impact**

We are unsure how the COVID-19 outbreak will affect the District financially. The District currently maintains \$1 million in its rate stabilization reserve to make up for any lost revenue.

Attachments:

1. Resolution 20-11 COVID-19 Declaration of Emergency and Temporary Authorization of Increased Authority of the General Manager

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**RESOLUTION NO. 20-11**

**DECLARATION OF EMERGENCY AND RESOLUTION OF THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT TO TEMPORARILY AUTHORIZE INCREASED AUTHORITY OF THE GENERAL MANAGER**

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California as a result of the threat of Novel Coronavirus 2019 (“COVID-19”); and

WHEREAS, on March 12, 2020, the Governor issued Executive Order N-25-20 in further response to the spread of COVID-19, mandating compliance with state and local public health officials as pertains to measures to control the spread of COVID-19; and

WHEREAS, on March 19, 2020, the Placer County Health Officer declared a public health emergency and issued a stay at home directive due to the COVID-19 pandemic; and

WHEREAS, on March 19, 2020, the Governor issued Executive Order N-33-20 in further response to the spread of COVID-19, ordering all individuals living in the State of California to stay at home or their place of residence, and exempting certain essential critical infrastructure such as wastewater collection and conveyance; and

WHEREAS, the health, safety and welfare of the South Placer Municipal Utility District ("District") residents, businesses, visitors and staff are of utmost importance to the Board of Directors (“Board”), and additional future measures may be needed to protect the community; and

WHEREAS, preparing for, responding to, mitigating, and recovering from the spread of COVID-19 may require the District to divert resources from normal day-to-day operations and it may impose extraordinary requirements on and expenses to the District; and

WHEREAS, in the absence of Board action, strict compliance with certain District rules and ordinances could prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of COVID-19; and

WHEREAS, after consideration of all the facts reasonably available for review at the present time, the Board of Directors finds it in the best interest of the District to authorize the General Manager to respond to and take all necessary measures in order for the District to comply with federal, state and local health orders and directives to ensure safe and uninterrupted District operations, and to approve all acts necessary and appropriate to ensure the operation of the District.

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

1. The Board of Directors declares a State of Emergency to exist in the South Placer Municipal Utility District as a result of the threat of Novel Coronavirus 2019 (“COVID-19”).
2. The General Manager may take all actions necessary, proper, and appropriate in his reasonable discretion to ensure the continuous operation of the District, the safety of employees, and the safety of the public, including, but not limited to, reasonable deviations from Ordinances, Resolutions, Policies, and Procedures adopted by the Board of Directors. Any exercise of the General Manager’s authority pursuant to this Resolution shall be reported to the Board within a reasonably prudent timeframe.
3. The authority vested in the General Manager by this resolution will terminate by action of the Board and/or a declaration by the Governor that the State of Emergency has ended and the County Health Officer that the Public Health Emergency.

**PASSED AND ADOPTED** by the Board of Directors of the South Placer Municipal Utility District on April 2, 2020, by the following roll call votes:

AYES:

NOES:

ABSENT:

ABSTAINED:

\_\_\_\_\_  
John Murdock, President  
Board of Directors  
South Placer Municipal Utility District

**ATTEST:**

\_\_\_\_\_  
Emilie Costan, Board Secretary

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**STAFF REPORT**

**To:** Board of Directors

**From:** Herb Niederberger, General Manager

**Cc:** Sam Rose, Superintendent  
Eric Nielsen, Assistant Superintendent  
Emilie Costan, Administrative Services Manager  
Carie Huff, District Engineer

**Subject:** COVID-19  
Pandemic Illness/Workforce Shortage Continuity of Operations Guide

**Meeting Date:** April 2, 2020

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**Overview**

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

- On March 18, 2020, the District closed the Business Office at 5807 Springview to the public. This closure will remain in effect until the Governor terminates Executive Order N-33-20, which ordered a Shelter-in-Place on all non-essential operations within the State.
- Staff has prepared and is currently using the *Pandemic Illness/Workforce Shortage Continuity of Operations Guide*, included as Attachment 1.
- In order to maintain the required social distancing and limit exposure, we have reduced the Administrative Services and Technical Services personnel working in the office; others are working from home through Virtual Private Networks (VPN). This allows the District to continue operations and respond to customer requests for service.
- Additionally, the District has required all employees who have been identified as having an elevated risk to work from home. One employee in the Field Services Department meets the criteria outlined in the executive order issued by the Governor's Office (i.e., over the age of 65) and has been assigned to work on projects from home.
- Field Services personnel are no longer allowed to have two employees in a vehicle. Crews are driving separate vehicles out to complete work orders to maintain social distancing.
- No customer payments are being accepted over the counter. The District is accepting payments by phone, mail, electronically and through the drop box. With the Boards concurrence, management would like to suspend the delinquent payment penalty during the crisis.
- Employees are encouraged to stay home if they are sick. All sick leave absences during the crisis are being coded to a separate time code. This will allow the District to separate



absences during the outbreak and possibly recover the cost to the District. Furthermore, this will ensure that new employees or employees without sick leave balances remain paid during the crisis. We have suspended the Employee Wellness Program. Any absences during these months will not count against employee attendance.

- All new development and tenant improvement plan checks are being submitted electronically. Those plan checks already under review will be completed and returned and construction may commence if SPMUD workforces are available.
- The District has made a Declaration that the operations of South Placer Municipal Utility District are designated as essential infrastructure and are exempt from the Shelter-in-Place Order. Furthermore, this will allow the District to proceed with the construction of the Foothill Trunk and the Cured-in-Place Pipe projects. These projects are necessary to protect the environment from potential sanitary sewer overflows.

### **Recommendation**

Staff requests the Board of Directors 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**

We are unsure how the COVID-19 outbreak will affect the District financially. The District currently maintains \$1 million in its rate stabilization reserve to make up for any lost revenue.

### **Attachments**

1. Pandemic Illness/Workforce Shortage Continuity of Operations Guide



# **Pandemic Illness Workforce Shortage Continuity of Operations Guide**

March 2020

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# 1. Purpose

The primary purpose of the Pandemic Illness Workforce Shortage Continuity of Operations Guide is to enable the South Placer Municipal Utility District (District) to ensure that essential operations are maintained during an illness pandemic.

The District objectives during a local pandemic illness are the following:

1. Reduce transmission of the pandemic virus strain among our employees, clients, and partners.
2. Minimize illness among employees and clients.
3. Maintain mission-critical operations and services.
4. Minimize social disruptions and the economic impact of a pandemic.

# 2. Planning

During a pandemic the District should receive several weeks warning as it is recognized and detected. The Department of Public Health will give notice, through local news agencies, that employers and the public must prepare for a large percentage of the population to be sick, potentially for an extended period of time. Upon such an alert for preparation the District will enact the contents of this plan.

# 3. Responsibilities

3.1 Plan Administration – The plan administrators: Herb Niederberger, General Manager  
Sam Rose, District Superintendent  
Eric Nielsen, Assistant Superintendent

- Maintain this program, update it as necessary and initiate its components upon notification that there is a pandemic.
- Identify essential operations and operations that may have a changing demand. (Appendix 1)
- Assess staffing needed to fill essential job functions if absenteeism equals 25 to 75%. Ensure that personnel contact information, including after hours and emergency numbers, are up to date. (Appendix 2)
- Identify which job functions could be done remotely, i.e. telecommute, during a pandemic. Enable employees (in authorized positions) and their alternates to work from home with appropriate security and network applications. Test telecommuting tools.
- During the warning stages of any pandemic; train employees on the requirements of this plan as well any specific implementation steps for current issues. Cross-train employees to fill essential job functions as needed. (Appendix 4 covers general health tips)

- Serve as the lead contact from the District with responding agencies, the media, and other County units.
- Upon initiation of this program and during a pandemic; train staff on the procedures that will be enacted.
- Identify security needs for safeguarding personnel, supplies, or buildings during a pandemic.
- Identify ways to expedite purchases that may be necessary and unforeseen during each stage. Identify any special funding authorities that could apply. Discuss with required vendors their plan for continuing service in a pandemic. (Appendix 3)
- Delegate any of these responsibilities as needed depending on the situation.
- Ensure that communication systems (e.g. teleconferencing abilities, telecommuting, facsimile services, laptops, radios) are operational, interoperable with other systems, secure, and robust enough to handle increased and constant use.
- Identify personal protective equipment (PPE) needs (e.g. hand-hygiene products, masks) and procure necessary items. (Appendix 1)

### 3.2 Leadership Succession

During an illness pandemic, management of the department is delegated to the following persons in the order of succession shown below:

1.	General Manager:	Herb Niederberger
2.	Superintendent:	Sam Rose
3.	Assistant Superintendent:	Eric Nielsen
4.	District Engineer:	Carie Huff
5.	Administrative Services Manager;	Emilie Costan
6.	Field Services Superintendent:	Chad Stites
7.	Field Services Superintendent:	Frank Laguna

If a designated individual is unavailable, authority will pass to the next individual on the list. “Unavailable” is defined as:

- The designated person is incapable of carrying out the assigned duties by reason of death, disability, or distance from/response time to the operations facility.
- The designated person is incapable of carrying out the assigned duties by reason of sickness (self/family).
- The designated person is unable to be contacted.
- The designated person has already been assigned to other emergency activities.

The designated individual retains all assigned obligations, duties, and responsibilities of the assumed position until officially relieved by an individual higher on the list of succession.

## 4. Administrative Options

### 4.1 Scheduling/Business Hours

In the future or during a pandemic, administrative policies may change. The District will encourage flexibility with employee leave, flex work (both hours of work and telecommuting), and sick leave to maintain the highest staffing levels and completion of essential District functions. Business hours for public counters may be abbreviated, adjusted or eliminated to meet the District's needs.

### 4.2 Social Distancing

Minimizing contact between people during a pandemic will reduce transmission of the disease. To minimize social contact the District may:

- Hold meetings outdoors.
- Post notices at all workplace/facility entry points advising staff and visitors not to enter if they have symptoms.
- Lock public counters. The District will utilize available resources such as news outlets, email, internet, voice messages, and physical notices to distribute contact information and alternative processes to the public.
- Encourage or mandate teleconferencing for certain positions.

### 4.3 Employee Communication

During a pandemic, employees shall notify their supervisor via email, phone call, or text message when they, an immediate family member, or a person they have been in recent contact with becomes sick. Supervisors shall maintain phone contact lists, email addresses, and physical addresses for their staff and contact them by currently available means as needed to communicate changing work conditions or other pertinent information.

### 4.4 Vulnerable Populations

During an illness pandemic, the District will attempt to follow Department of Public Health guidelines for employees that have been identified as being at an elevated risk. If there are not enough employees in an essential job classifications to ensure continued function of essential District operations affecting the General Welfare and Health and Public Safety, the District will attempt to train or utilize other resources wherever possible; however, at risk staff may be required to perform essential services when other reasonable accommodations no longer exist.

### 4.5 Sick Leave

The District aims to support employees in caring for themselves and their immediate family members during an illness pandemic. As such, the District will suspend the sick leave policy and wellness program requirements during an illness pandemic. Depending on the severity of the pandemic, the District may take additional measures to ensure that staff is able to properly care for themselves and their families.

# Appendix

- 1. Essential Operations**
- 2. Minimal Staffing Requirements**
- 3. Product and Service Vendors**
- 4. Infection Control**

# Appendix 1: Essential Operations

The information below details the District: 1) routine operations; 2) essential operations; 3) services that may be in high and low demand; and 4) regulatory requirements.

The attached forms provide additional detail on each of the District operations.

## Field Services Department

### ROUTINE OPERATIONS

The operations carried out by the District on a routine basis include items listed in the following table. These are non-essential operations. In the event of a pandemic, the District will suspend these non-essential, routine operations. The operations can be suspended temporarily, for the duration of time listed below, without causing immediate or irreparable damage to the District.

Operation	Can be suspended for:
Flow Recorder Inspections	12 months
PLCO Installations	12 months
Easement Maintenance	6 months
Fleet Maintenance (contracted service)	12 months
Flow Recording Program	12 months
Root Foam Program	3 months
Vector Control Program	18 months
Building and Grounds	12 months

### ESSENTIAL OPERATIONS

The following operations are deemed essential for the District to maintain mission-critical operations and services at 25%, 50%, and 75% absenteeism. Not all the operations listed below will have to happen concurrently so the sum of employees based on crew size may not match the available employees.

Unit/Crew	Size	Operation	Available FSD employees	Absenteeism		
				25%	50%	75%
On-call	1	Customer Services Calls	12	X	X	X
Cleaning	2	Lift Station Wet Well Cleaning (monthly)	8	X	X	X
Cleaning	2	Hydro-Cleaning (hot spots)	4	X	X	X
Lift Station	1	Lift Station Inspections (modified checklist)	12	X	X	X
Construction	3	Repairs – Pipe and Manhole (emergency only)	8	X	X	X
Lateral	2	Lower Lateral Assessments	4	X	X	□
CCTV 1	2	CCTV Inspection (Crew #1)	4	X	□	□
CCTV 2	2	CCTV Inspection (Crew #2)	4	□	□	□



# Administrative Services Department

## ROUTINE OPERATIONS

The operations carried out by the District on a routine basis include items listed in the following table. These are non-essential operations. In the event of a pandemic, the District will suspend these non-essential, routine operations. The operations can be suspended temporarily, for the duration of time listed below, without causing immediate or irreparable damage to the District.

Operation	Can be suspended for:
NSF letters/adjustments	3 months
Non-essential Supply Ordering	6 months
Non-essential Purchasing	12 months
Filing	12 months
Unoccupied Use correspondence/forms	12 months
Recruitment & Hiring	12 months
Assignment Process	Annual Process*
Quarterly/Year End Federal & State reports	Annual Process*
Ethics & Compliance	Annual Process*
Elections/Audit/Budget	Annual Process*
Public Record Requests	Extension based on request

\*Annual regulatory & compliance operations will likely have deadlines extended due to a flu pandemic.

## ESSENTIAL OPERATIONS

The following operations are deemed essential for the District to maintain mission-critical operations and services at 25%, 50%, and 75% absenteeism. Not all the operations listed below will have to happen concurrently so the sum of employees based on crew size may not match the available employees.

Operation	Available ASD Employees	Absenteeism		
		25%	50%	75%
		3	2	1
Utility Payments & Imports (lockbox, phone, web, in person)		X	X	X
Stoppage/Call-Out Calls		X	X	X
New Services/Connections		X	X	X
Quarterly Utility Billing - Three Cycles - monthly process		X	X	X
Timesheets & Payroll		X	X	X
Mail		X	X	X
Accounts Payable / Receivable (bi-weekly)		X	X	X
Bank Deposit/Drop (bi-weekly)		X	X	X
Bank Reconciliation		X	X	□
Leave Administration		X	X	X
PAF/ Benefit Administration		X	X	□
Board Meetings		X	X	□

# Technical Services Department

## ROUTINE OPERATIONS

The operations carried out by the District on a routine basis include items listed in the following table. These are non-essential operations. In the event of a pandemic, the District will suspend these non-essential, routine operations. The operations can be suspended temporarily, for the duration of time listed below, without causing immediate or irreparable damage to the District.

Operation	Can be suspended for:
Commercial Audits (tracking/updates)	6 months
FOG Program (inspections/permitting/SwiftComply)	6 months
Geographic Information Systems (GIS)	6 months

## ESSENTIAL OPERATIONS

The following operations are deemed essential for the District to maintain mission-critical operations and services at 25%, 50%, and 75% absenteeism. Not all the operations listed below will have to happen concurrently so the sum of employees based on crew size may not match the available employees. During a workforce shortage all or some of the available TSD employees may be tasked with working with FSD employees on a field service crew.

Operation	Available TSD employees	Absenteeism		
		25%	50%	75%
		<b>5</b>	<b>3</b>	<b>1</b>
Inspection – New Construction/Building		<b>X</b>	<b>X</b>	<input type="checkbox"/>
Engineering – Plan Check/Development Coordination/Construction Support		<b>X</b>	<b>X</b>	<input type="checkbox"/>
Lucity/IT		<b>X</b>	<b>X</b>	<input type="checkbox"/>
Underground Service Alert (USA)		<b>X</b>	<b>X</b>	<b>X</b>
FOG Pick-up		<b>X</b>	<b>X</b>	<b>X</b>
Flow Reporting		<b>X</b>	<b>X</b>	<input type="checkbox"/>

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## CUSTOMER/CLIENT DEMAND CHANGES

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The following services/operations may be in high demand during a pandemic:

<b>Services / Operations in High Demand</b>	
Phones	Customer service calls
Administration	Oversee operations, Provide direction for ill employees Maintain finance for operations
Professional Cleaning Service	Customers may be more inclined as a result of burped toilets
Increased Usage of Non-Dispersables	
Security and Access	Building access and security of assets
Information Technology	Support for telecommuting staff

The following services/operations may be in low demand during a pandemic:

<b>Services / Operations in Low Demand</b>	
Account Audits	
New Services/Connections	

## Appendix 2: Minimum staffing requirements to maintain essential services

### ESSENTIAL JOB CLASSIFICATIONS

The table below details the job classifications found at the District, number of individuals employed with this job classification, the essential operations that rely on employees with these skills, and number of employees with this job classification that are required to maintain essential services. [Attach job action sheets for essential operations]

<b>Job Classifications</b>	<b># of employees with this classification</b>	<b>Essential operation(s) that require this classification</b>	<b># of employees required to maintain essential services</b>	<b>Job Duties allow for Telecommuting</b>
Maintenance Worker	10	Collection system maintenance	2 Daily	No
Lead Worker	3	Supervise crews	1 Daily	No
Field Supervisor	2	Planner / scheduler / coordinator	1 Daily	No
Superintendent	1	Oversee department operations	1 Daily	No
Compliance Tech	1		0 Daily	Yes
AS Assistant	3	Dispatch service	1 Daily	Yes
AS Manager	1	HR, Finance, Board Secretary	1 Daily	Yes
General Manager	1	Oversee District operations	1 Daily	Yes
Inspector	3		1 Daily	No
Engineering Tech	2		1 Daily	Yes
District Engineer	1		1 Daily	Yes

## Appendix 3: Product and Service Vendors

Product/Service	Purpose	Qty	Usage	Required for Essential Services?	Vendor Name and Contact Information	Frequency of Delivery	Existing Inventory	Quantity Required for 7-day stockpile
Safety Supplies	Maintenance		Daily	Yes	Sierra Safety, Mallory Safety, Empire Safety, Fastenal	Weekly		
Fuel	Maintenance		Daily	Yes	Dawson Oil	Daily	NA	
Uniforms	Maintenance		Daily	Yes	Cintas	Weekly	NA	
Water	Maintenance		Daily	Yes	PCWA	Daily	NA	
Spill Containment	Maintenance		As Needed	Yes	Grainger	As Needed		
Lift Station Repair & Troubleshooting	Maintenance		As Needed	Yes	Aqua Engineering	As Needed	NA	
Bedding Material	Construction		Daily	No	Joe Gonzalez Trucking	Every 4 months	Three full bins	
Force Main & Gravity Main Repairs	Construction		As Needed	No	Ferguson Waterworks, Gladding McBean	Every 2 months	Enough for 12 repairs	
Lateral Camera Repair & Troubleshooting	Maintenance		As Needed	No	Vivak Mini Cameras	As Needed	Three cameras One spare head	

## Appendix 4: Infection Control

Safeguarding the health of county and city employees, customers, vendors, and the public during an illness pandemic is a key objective for the District. A variety of infection control measures, including heightened hygiene practices, social distancing, and infection control equipment may be utilized to slow the spread of disease.

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### HYGIENE

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Employees will be educated and reminded of hygiene measures that help to limit the spread of disease. These include:

- Use respiratory etiquette (e.g. covering cough or sneeze with a tissue or cloth).
- Properly clean hands with soap and water or hand sanitizer regularly.
- Avoid direct skin to skin contact with others, such as hand shaking hands. Substitute hand shaking with alternatives like waving, smiling, nodding, and bowing.
- Keep work areas and home clean and disinfected.
- Stay home when ill and do not send ill children to school or day care.
- [Add additional hygiene messages as appropriate.]

The following hygiene measures will be taken to reduce the spread of disease:

- Hand washing instructions will be posted in shared washrooms.
- Cover Your Cough reminders will be posted in waiting rooms and common areas.
- Magazines/papers will be removed from waiting rooms and common areas.
- Hand sanitizer will be available in waiting rooms and common areas.
- Tissues and trash cans will be available in waiting rooms and common areas.
- [Add additional measures as appropriate.]

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### SOCIAL DISTANCING

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The District has the ability to utilize the following social distancing strategies to reduce close contact among individuals:

**Telecommuting** Employees who have the technological capability to telecommute from home and can adequately perform their primary functions from home will do so.

**Teleconferences** Teleconferences *can* be held within the following units: Administration, Technical Services, and Board Meetings.

**Staggering work shifts** There may be opportunities to have some number of employees who do not need to perform their work during the same time of the day and can be spread out in the 24 hours period. This opportunity will decrease as the number of Absentees increase.

**Face-to-face barriers** The business office will be shut down to eliminate face to face contact with customers. Mail and package delivery will be diverted to 5805 Springview.

\* Other infection control strategies can be used to reduce the spread of disease between employees who must have face-to-face contact with others.

## SICK LEAVE

During an illness pandemic, employees shall not come to work when sick and shall follow the Center for Disease Control recommendations regarding exposure and isolation. If an employee believes they might be getting sick they shall not come to work and should consult with their medical service provider as needed. Authorized employees and their alternates may work from home (telecommute) with appropriate security and network applications.

## INFECTION CONTROL SUPPLIES

Increased use of infection control supplies may be advisable during an illness pandemic. The following infection control supplies are regularly available and may be needed by employees during a pandemic.

<b>Supplies</b>	<b>No. of Employees with Access</b>	<b>No. of employees who may need access during a pandemic</b>
Soap within bathrooms	All	All
Soap within kitchen areas	All	All
Hand sanitizer (60% alcohol)	All	All
Paper towels	All	All
Tissues	All	All
Garbage bags and trash cans	All	All
Office cleaning supplies	All	All
Personal protective equipment	Field Services	Field Services
- Gloves	All	All
- Surgical masks	0	0
- N95 masks	0	0
- Other Respirators		

**ITEM VII.2 GENERAL MANAGER REPORT**

To: Board of Directors

From: Herb Niederberger, GM

Date: April 2, 2020

Subject: General Manager Monthly Staff Report – March 2020

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**1) DEPARTMENT REPORTS**

Attached are the monthly status reports for the Boards information:

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

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

**2) INFORMATION ITEMS**

- A. Much of the General Manager's time was spent:
  - a. Preparing and implementing the SPMUD Pandemic Illness/Workforce Shortage Continuity of Operations Guide in response to the COVID-19 outbreak; and
  - b. Working with representatives from the South Placer Wastewater Authority (SPWA), Financial Advisors, Underwriter, Legal and Bond Counsel regarding the refunding of the Authorities' Series 2013 Revenue Refunding Bonds and issuance of the Series 2020 Wastewater Revenue Refunding Bonds.
- B. On March 3, 2020, the General Manager attended the Loomis Basin Chamber of Commerce Quarterly Meeting of the Economic Development/Government Affairs Committee to discuss development activity within the Town of Loomis.
- C. Also, on March 3, 2020, the General Manager attended a celebration recognizing the retirement of Placer County Water Agency General Manager, Einar Maisch after 34 years with the Agency. Andy Fecko, the Agency's Director of Strategic Affairs, has been promoted to General Manager.
- D. On March 4, 2020, the General Manager and the Administrative Services Manager, Emilie Costan, participated in a Meet & Confer with representatives of the District's Employee Association to begin negotiations for the upcoming Memorandum of Understanding.
- E. On March 6, 2020, the General Manager, along with District Engineer, Carie Huff met with representatives of CPG West, Real Estate Investment Development to discuss the calculation of Regional and Local Participation fees for their proposed multi-family residential project in the City of Rocklin.



F. On March 11, the General Manager along with Director Mitchell attended the Joint Government Relations Committee Meeting (JGRC), hosted by Rocklin Chamber of Commerce to hear a presentation on the State of the County by Placer County Executive Officer, Todd Leopold.

G. On March 24, 2020, the General Manager participated in a conference call meeting of the SPWA Board of Directors with Director Mitchell, during which the SPWA approved a resolution authorizing approval of agreements, certificates, and any other documents relating to the extension of the Authority's Wastewater Revenue Refunding Bonds, Series 2013

H. Advisory Committee Meetings:

There were no advisory committee meetings in March.

**3) PURCHASE ORDERS/CONTRACTS INITIATED UNDER GENERAL MANAGER AUTHORITY**

<b>Date</b>	<b>Vendor</b>	<b>Product</b>	<b>Amount</b>
Mar 4, 2020	Innovize	PO 155 – Asset Planning Suite, InfoSewer License	\$7873
Mar 4, 2020	Warrant Consulting Engineers	PO 156 - Site Survey 5805/5807 Springview Dr.	\$7,000

**4) LONG RANGE AGENDA**

**June 2020**

Approval of Employee's and Manager's MOUs  
FY 2020/21 Budget Workshop

**July 2020**

Adopt FY 2020/21 Budget  
Update on SPWA Issues

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: April 2, 2020

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**Board Director Ethics & Harassment Training**

AB 1234 requires that all local agency officials complete ethics training every 2 years. District Board members may register to view an on-demand Webinar session that can be completed at any time through the Fair Political Practices Commission website or through CSDA.

AB 1661 requires all compensated local agency officials receive sexual harassment prevention training every 2 years. District Board members may register to attend a live Webinar training session on June 3, 2020 through CSDA or view an on-demand Webinar session that can be completed at any time through Cal Chamber or through CSDA.

**Pandemic Illness Workforce Shortage and Continuity of Operations**

The Administrative Services staff has been working to respond to the COVID-19 outbreak including updating the website, phone messages, building access, and responding to customer inquiries. The Administrative Services Manager is assisting employees with the resources that they need to continue working during the outbreak including remote hosting of Board meetings.

**Recruitment**

The District received 79 applications for the Administrative Services Assistant I/II/III position. Staff is ranking the applications and will be reaching out to the top candidates. Interviews will occur once State and Local Shelter-in-Placer Orders have been lifted.

**Budget Projections**

The Administrative Services Manager has begun preparing and meeting with Department Managers to go over next year's budget projections.

**Laserfiche Records Management Software**

Administrative Services Staff is continuing to work on scanning and importing records into the new Laserfiche software application. The Administrative Services Manager worked with Laserfiche support staff to create a connector between Laserfiche and Tyler Incode. This allows specific documents stored in Laserfiche to be accessed while working in the Tyler application.

**To:** Board of Directors  
**From:** Sam Rose, Superintendent  
**Cc:** Herb Niederberger, General Manager  
**Subject:** Field Services Department Monthly Report  
**Meeting Date:** April 2, 2020

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## Overview

This report provides the Board with an overview of Field Services operations and maintenance activities through 2/29/2020. The work listed is not all inclusive.

### 1. Lost Time Accidents/Injuries (OSHA 300)

- a. Zero (0)
  - i. 1277 days without a Lost Time Accident/Injury.

### 2. Safety/Training/Professional Development

- a. All Field employees participated in:
  - i. Three (3) “Tailgate” safety sessions.
  - ii. Confined Space Training
  - iii. SCBA Fit Testing
  - iv. Standard Operating Procedures (SOP) (x5) Up Dates

### 3. Miscellaneous

- a. None

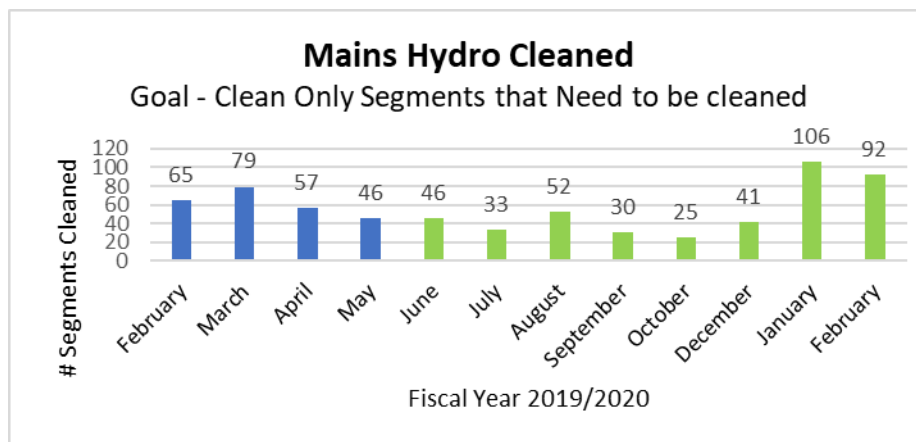
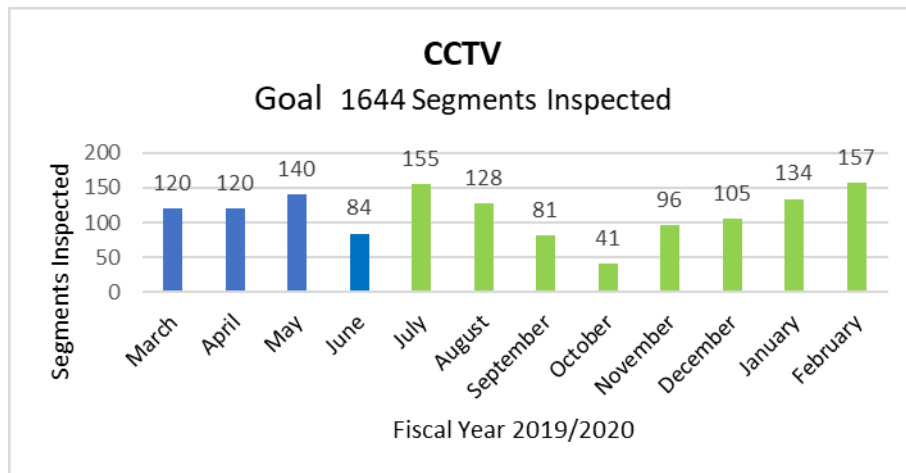
### 4. Customer Service Calls

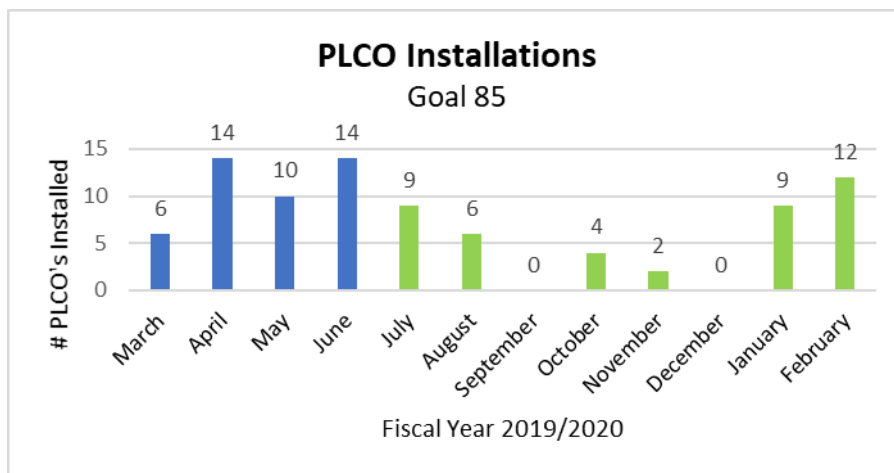
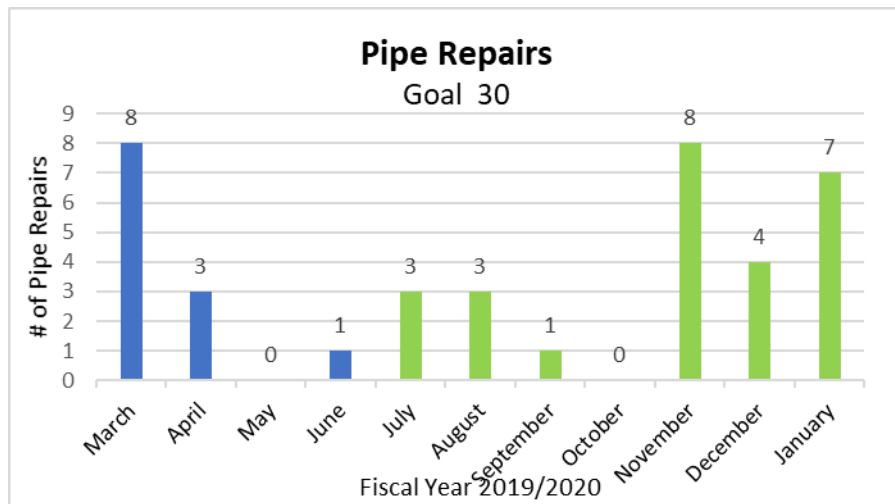
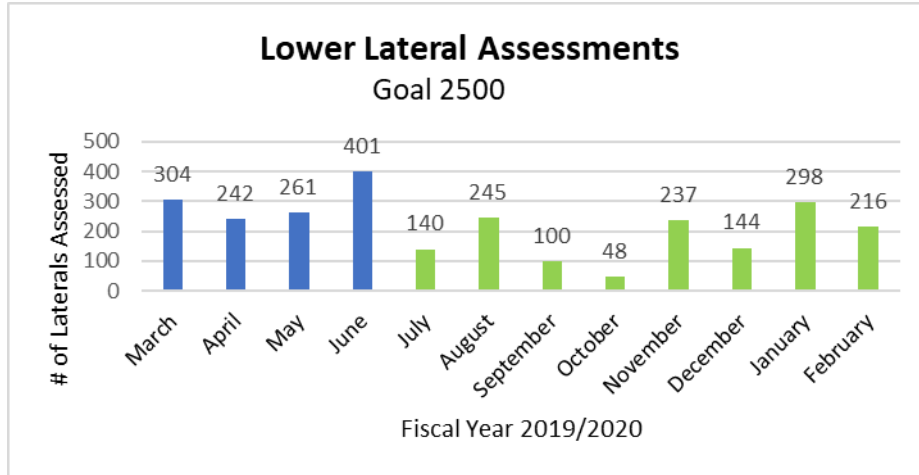
- a. Response Time Goals
  - i. 30 Minutes During Business Hours
    - A. Average: 20 Minutes
  - ii. 60 Minutes During Non-Business Hours
    - A. Average: 44 Minutes
  - iii. 95% Success Rate
    - A. Success Rate for August – 100%

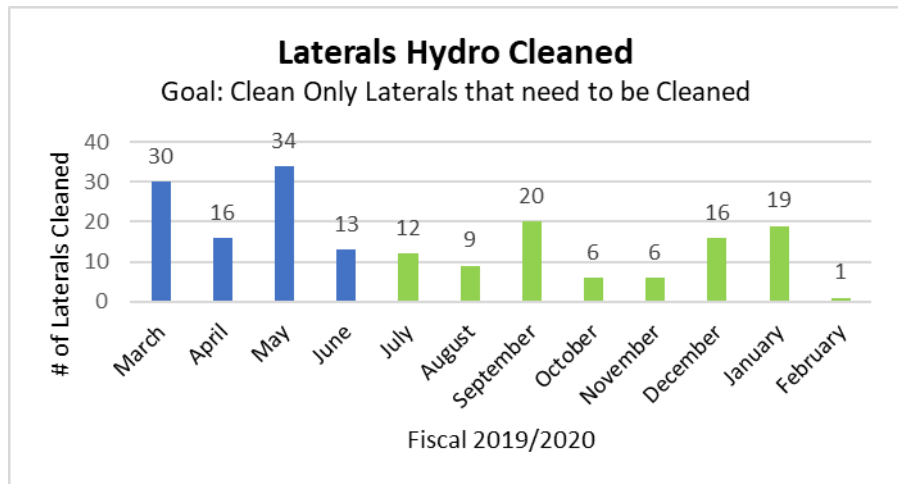
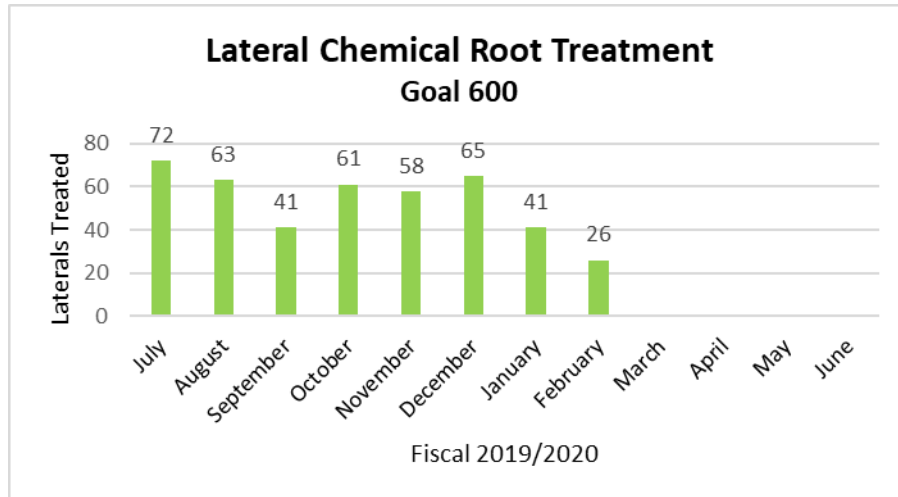
Service Calls						
Responsibility	SSO	Blockage	Odor	Misc	Vermin	Total Calls
SPMUD	3	0	0	1	0	4
Owner	1	8	3	1	0	13
Other				0	0	0
						<b>17</b>

**5. 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: April 2, 2020

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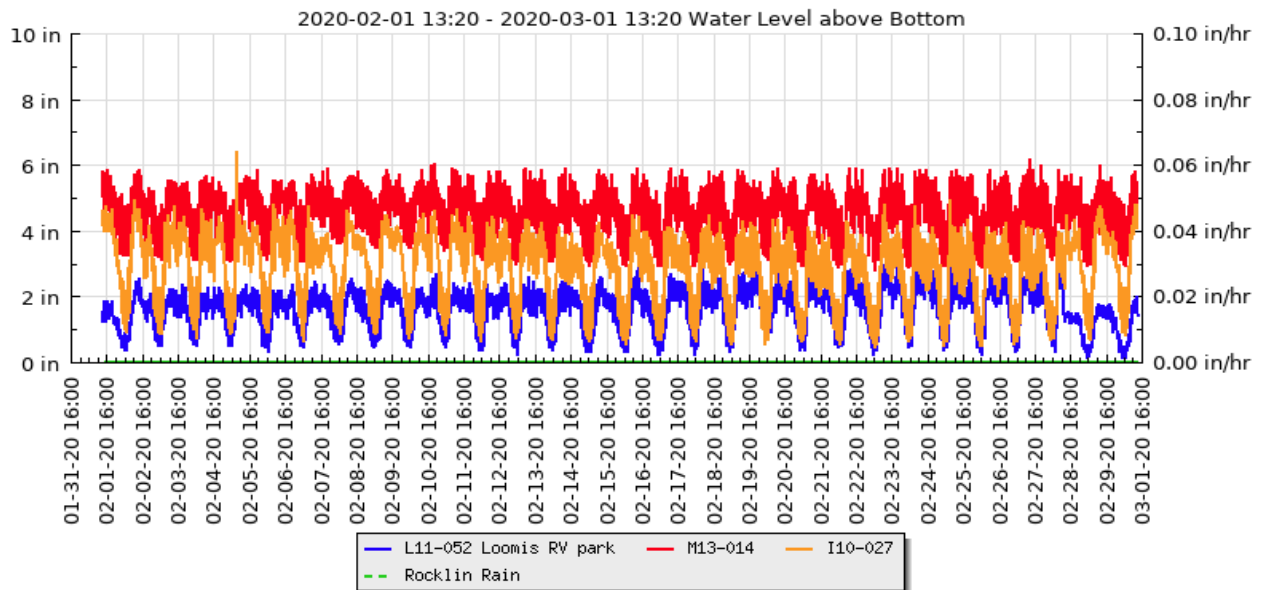
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**Department Updates**

In response to COVID-19 and the subsequent closure of the front office, the two engineering technicians are working remotely through Virtual Private Networks (VPN). All new development and tenant improvement plan checks are being submitted electronically and the website has been updated to reflect the change to the process. The District’s inspectors are still providing inspection services for new construction in addition to responding to Underground Service Alert requests. To date, new construction does not appear to be affected by the shelter-in-place requirements and appears to be picking up as it typically would this time of year.

**Foothill Trunk Sewer Replacement Project**

The Foothill Trunk Sewer Replacement Project is an essential project for the District and is moving forward. District staff is reviewing submittals, coordinating with sub-consultants and working with Garney Pacific on the bypass plan. Wherever possible, meetings are being held remotely and staff continues to practice social distancing. Construction is anticipated to begin within the next month. The public outreach meeting has been canceled and a letter will be sent to all residents within the affected area with project information and contact information.



## FOG Program

With the rise of COVID-19 related concerns and the mandatory stay at home order issued by the Governor of California, many restaurants have closed their doors. Inspectors are reevaluating inspection processes and loosening up some requirements to work with restaurants during this challenging time. The goal is to still have a presence and to communicate the need for Kitchen Best Management Practices and maintenance of grease removal devices in a positive and effective way, while keeping in mind the hardships and challenges each restaurant is facing with the loss of revenue.

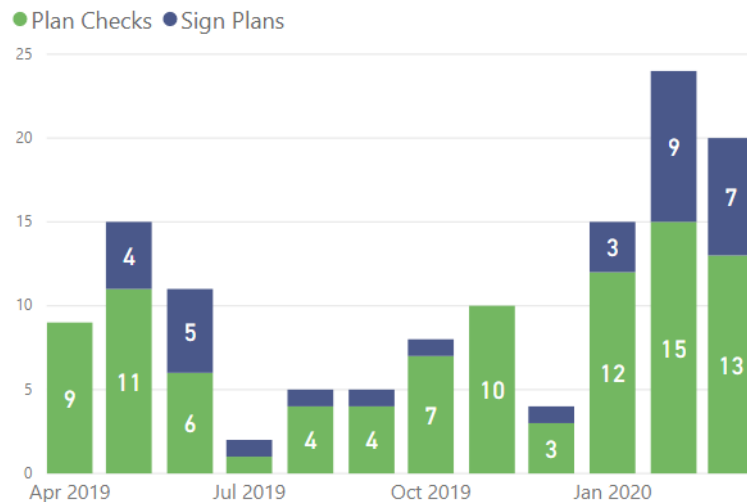
## Standard Specifications Update

The Assistant Superintendent and District Engineer are organizing a collaborative effort among SPMUD staff to make proposed updates to the District Standards. The proposed updates will be highlighted and distributed to stakeholders and made available through the District's website for public comment. Those comments will be reviewed, and the final updated standards are planned to be adopted in the spring of 2020.

## Department Performance Indicators

The following charts depict the efforts and performance of the department in the following areas of work as of March 23<sup>rd</sup>. The charts are being created in a new reporting tool that directly connects to the District's data, improving the timeliness of reporting efforts and leveraging the District's investment in technology. Additional charts may be added in the future for other areas of work in the department.

Plan Checks Completed - Monthly Totals

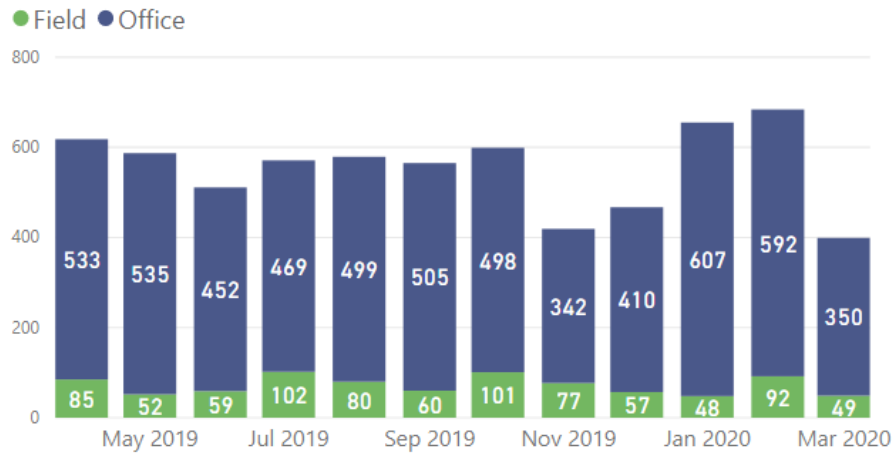


% "In Time" Plan Checks

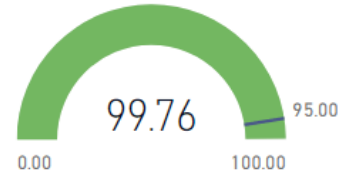




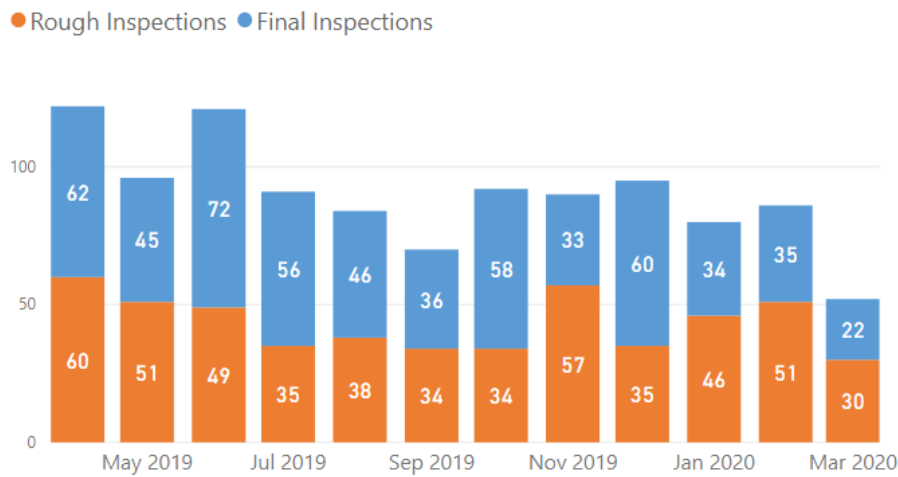
### 811 Responses - Monthly Totals



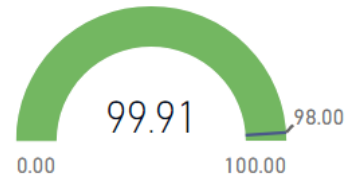
% "In Time" Responses ...



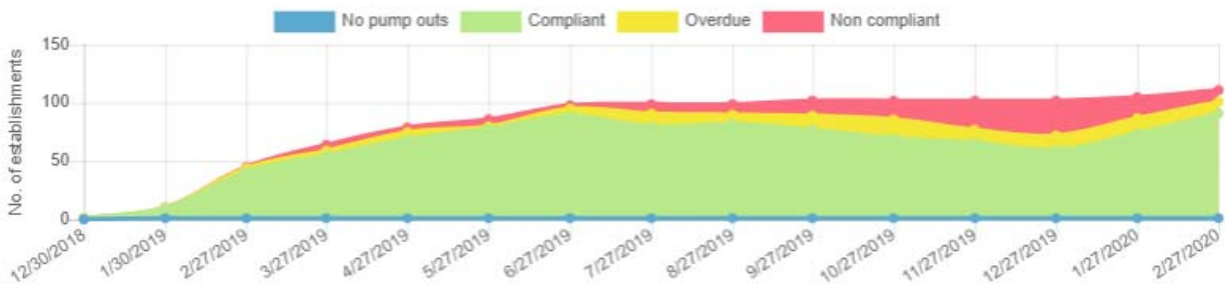
### Building Sewer Inspections - Monthly Totals



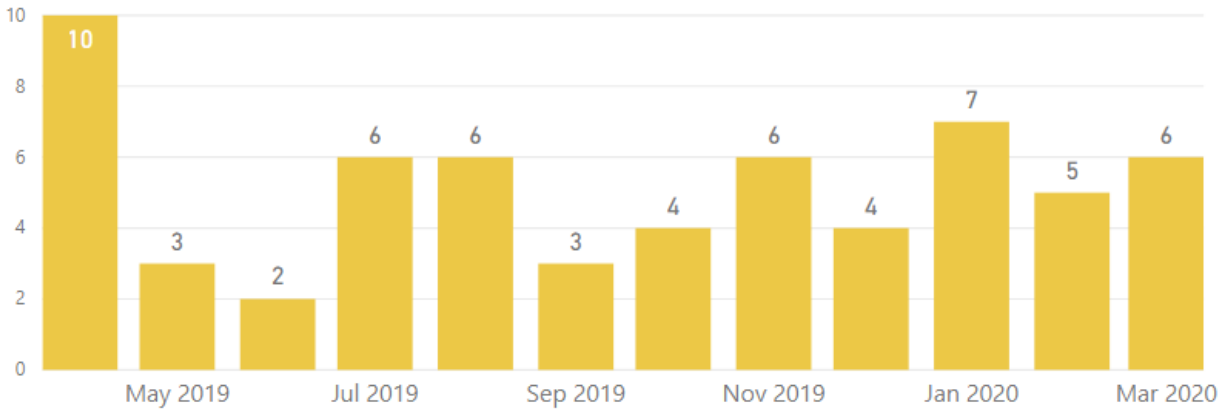
% "In Time" Inspections



### FOG Compliance History



### FOG Pickups - Monthly Totals



### Grease Interceptor Inspections

