



**SPMUD BOARD OF DIRECTORS
REGULAR MEETING: 4:30 PM
November 4, 2021**

SPMUD Boardroom
5807 Springview Drive, Rocklin, CA 95677

Zoom Meeting: 1 (669) 900-9128
Meeting ID: 890 6650 8681

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

Pursuant to the Governor's Executive Order N-29-20, issued March 17, 2020 and SPMUD Resolution 21-39, the November 4, 2021 meeting of the SPMUD Board of Directors will be held in the SPMUD Boardroom at 5807 Springview Drive in Rocklin, CA 95677 AND via teleconference using Zoom Meeting 1 (669) 900-9128, <https://us02web.zoom.us/j/89066508681>. Public comments can be emailed to ecostan@spmud.ca.gov from the time the agenda is posted until the matter is heard at the meeting. Comments should be kept to 250 words or less.

AGENDA

I. CALL MEETING TO ORDER

II. ROLL CALL OF DIRECTORS

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

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

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

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

V. CONSENT ITEMS

[pg 5 to 78]

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 November 4, 2021 meeting.

- 1. MINUTES from the September 30, 2021 Special Meeting. [pg 5 to 6]
- 2. MINUTES from the October 7, 2021 Regular Meeting. [pg 7 to 11]
- 3. ACCOUNTS PAYABLE in the amount of \$2,219,041 through October 26, 2021. [pg 12 to 16]
- 4. QUARTERLY INVESTMENT REPORT in the total amount of \$70,467,762 through September 30, 2021. [pg 17 to 19]
- 5. ANNUAL INVESTMENT REPORT for the fiscal year ended June 30, 2021. [pg 20 to 23]
- 6. BILL OF SALE Acceptance of the Bill of Sale for Sewer Improvements within Whitney Ranch Units 63 and 69, with an estimated value of \$1,297,660. [pg 24 to 27]
- 7. RESOLUTION 21-40 ADDENDUM TO THE UTILITY AGREEMENT WITH THE CITY OF ROCKLIN FOR THE ROCKLIN ROAD AND PACIFIC STREET ROUNDABOUT PROJECT [pg 28 to 45]
- 8. RESOLUTION 21-41 DISBURSEMENT OF SECURITY IN CONNECTION WITH THE GRANITE TERRACE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE CITY OF ROCKLIN [pg 46 to 69]
- 9. RESOLUTION 21-42 DECLARING AND RE-RATIFYING THE STATE OF EMERGENCY AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS DUE TO THE COVID-19 EMERGENCY [pg 70 to 75]
- 10. SUMMARY OF THE OCTOBER 24, 2021, RAIN EVENT [pg 76 to 78]

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 21-43 RESOLUTION OF INTENT TO TRANSITION FROM AT-LARGE/FROM-DISTRICT ELECTIONS TO BY-DISTRICT/FROM-DISTRICT ELECTIONS AND ESTABLISHING A PROCESS FOR THE TRANSITION**

[pg 79 to 84]

The District intends to transition to by-district elections, in which the elected official must reside in a particular district (ward) and be elected by only those voters residing within the

same district (ward). The District will seek community input during this process and will work with specialized electoral consultants in the mapping of the new electoral divisions in compliance with the Federal Voting Rights Act and the California Voting Rights Act.

Action Requested: (Roll Call Vote)

Staff Recommends that the Board of Directors adopt Resolution 21-43 Declaring the Intent to Transition from At-Large/From-District Elections to By-District/From-District Elections and Establishing a Process for the Transition.

2. **RESOLUTION 21-44 PERFORMANCE MERIT PROGRAM 2020 – 2021 UPDATE** [pg 85 to 103]

Staff will provide an update to the Board of Directors on the District's performance merit program.

Action Requested: Roll Call Vote

Staff recommends that the Board of Directors adopt Resolution 21-44, authorizing the payout to District employees per the Employee MOU in the amount of \$44,003 and approving the Performance Elements/Goals for the 2021/22 Performance Merit Program.

3. **RESOLUTION 21-45 EMERGENCY AUTHORIZATION FOR SEWER REPLACEMENT WITHIN EL DON DRIVE** [pg 104 to 123]

The City of Rocklin is in the process of an emergency replacement of deteriorating culverts within El Don Drive due to the recent storm event. The District intends to replace approximately 140-feet of 12-inch pipe and a manhole that are affected by the culvert replacement due to failure of the sewer line. The District will contract directly with the City's contractor, Glissman Excavating, Inc., to complete the work.

Action Requested: Roll Call Vote

Staff recommends that the Board of Directors adopt Resolution 21-45, authorizing the General Manager to Execute an Agreement with Glissman Excavating Inc. for Emergency Sewer Replacement within El Don Drive.

4. **PRESIDENTIAL APPOINTMENT TO THE TEMPORARY ROCKLIN 2X2 ADVISORY COMMITTEE**

Presidential appointment to the newly formed Rocklin 2 x 2 Temporary Advisory Committee.

Action Requested: Roll Call Vote

The current President, Will Dickinson, make appointments to a new temporary advisory committee, the Rocklin 2x2.

VII. REPORTS [pg 124 to 135]

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.

IX. CLOSED SESSION

PUBLIC EMPLOYMENT – General Manager Performance Evaluation
(Per Subdivision (a) of Government Code Section 54957)

X. CLOSED SESSION READOUT

XI. ADDITIONAL PUBLIC COMMENTS

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

XII. ADJOURNMENT

If there is no other Board business the President will adjourn the meeting to its next regular meeting on **December 2, 2021 at 4:30 p.m.**

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

Meeting	Location	Date	Time
Special	Zoom Meeting	September 30, 2021	4:30 p.m.

I. CALL MEETING TO ORDER: A Special Meeting of the South Placer Municipal Utility District Board of Directors was called to order with President Dickinson presiding at 4:32 p.m.

II. ROLL CALL OF DIRECTORS:

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

Absent: Director John Murdock

Vacant: None

Staff: Adam Brown, Legal Counsel
Herb Niederberger, General Manager
Emilie Costan, Administrative Services Manager

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

IV. PUBLIC COMMENTS:

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

V. BOARD BUSINESS

1. RESOLUTION 21-35 PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR ON MARCH 4, 2020 WHICH REMAINS IN EFFECT, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS OF THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT FOR THE PERIOD OF SEPTEMBER 30, 2021 THROUGH OCTOBER 30, 2021 PURSUANT TO THE APPLICABLE PROVISIONS OF THE BROWN ACT

GM Niederberger presented the item pertaining to newly signed state legislation assembly bill AB 361 which allows public agencies to continue holding remote board meetings subject to certain conditions. Per the legislation, board action is required every thirty days to continue holding remote board meetings.

Director Mitchell asked about the ongoing need to hold additional special meetings to continue holding remote Board meetings. GM Niederberger shared that a special meeting would be required approximately once a quarter. Director Mitchell asked that the special meetings be calendared to avoid scheduling conflicts. He commented that this legislation creates an unnecessary and expensive process for the Board. He shared that he is comfortable attending in-person meetings. He suggested that additional board items be included at the special meeting to better capitalize on the special meeting.

President Dickinson commented that the Board can hold the meeting on any date of the month if needed to accommodate additional business needs. GC Brown added that the regular meeting can also be moved by a motion of the Board.

Director Williams made a motion to make the required findings and adopt Resolution 21-35 authorizing remote teleconference meetings of the Board of Directors due to the COVID-19 emergency; a second was made by Director Durfee; a roll call vote was taken, and the motion carried 4-0.

VI. ADDITIONAL PUBLIC COMMENTS

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

VII. ADJOURNMENT

The President adjourned the meeting at 4:50 p.m. to the next regular meeting to be held on October 7, 2021, at 4:30 p.m.



Emilie Costan, Board Secretary

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

Meeting	Location	Date	Time
Regular	Zoom Meeting	October 7, 2021	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 Dickinson presiding at 4:33 p.m.

II. ROLL CALL OF DIRECTORS:

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

Absent: Director Jim Williams

Vacant: None

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

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

IV. CLOSED SESSION READOUT

The Board met in Closed Session at 4:10 p.m. to discuss the performance evaluation of the General Manager. No action was taken.

Public Comments: None

The Board adjourned the closed session at 4:18 p.m.

V. PUBLIC COMMENTS:

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

VI. CONSENT ITEMS:

1. MINUTES from the September 2, 2021 Regular Meeting.
2. ACCOUNTS PAYABLE in the amount of \$583,140 through September 28, 2021.
3. BILL OF SALE Acceptance of the Bill of Sale for Sewer Improvements within Whitney Ranch Unit 64, with an estimated value of \$2,286,323.
4. BILL OF SALE Acceptance of the Bill of Sale for Sewer Improvements within Whitney Ranch Parkway (STA 129+00 to 163+00), with an estimated value of \$345,373.

5. BILL OF SALE Acceptance of the Bill of Sale for Sewer Improvements within Whitney Ranch Unit 50, with an estimated value of \$937,284.
6. RESOLUTION 21-36 CONSTRUCTION COOPERATION AND REIMBURSEMENT AGREEMENT FOR THE CITY OF ROCKLIN SCEPTRE, CAMELOT, AND MIDAS REPAIR PROJECT

Director Murdock made a motion to approve the consent items; a second was made by Director Durfee; a roll call vote was taken, and the motion carried 4-0.

VII. BOARD BUSINESS

1. RESOLUTION 21-37 ACCEPTANCE OF THE SEWER SYSTEM MANAGEMENT PLAN (SSMP) AUDIT AND RECERTIFICATION OF THE SEWER SYSTEM MANAGEMENT PLAN (SSMP)

DS Nielsen presented on the Audit and Recertification of the Sewer System Management Plan (SSMP). The goal of the SSMP is to eliminate preventable sanitary sewer overflows (SSOs). He shared that an audit of the SSMP is required every two years. The update to the SSMP resulted in changes significant enough to require recertification. Changes include updates to overall formatting to increase usability, recent staffing changes, updated references to reflect the new Sewer Code, clarification of language to capture the evolution of work programs, the addition of links to references, and incorporation of key performance indicators.

Director Murdock made a motion to accept the 2021 Sewer System Management Plan Audit and adopt Resolution 21-37 re-certifying the South Placer Municipal Utility District Sewer System Management Plan; a second was made by Director Durfee; a roll call vote was taken, and the motion carried 4-0.

2. RESOLUTION 21-38 AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES WITH CPM (CAPITAL PROGRAM MANAGEMENT), INC. FOR THE CORPORATION YARD BUILDING PROJECT

DS Nielsen presented the proposed agreement for construction management services for the Building Corporation Yard Construction Project. He explained that the District reached out to firms recommended by the project architect, Williams and Paddon, and recommends an agreement with Capital Program Management, Inc. He shared that the firm is local, has a wealth of experience, and has numerous resources.

Director Murdock asked about the language in the staff recommendation that the agreement is subject to the final approval of the District Legal Counsel. GC brown shared that he has reviewed the standard professional services agreement; however, he would also review the agreement before it's finalized to ensure that there are no legal issues.

Director Durfee asked if Williams and Paddon's proposal included project management services on their design. DS Nielsen shared that the scope is limited. This agreement is intended to bridge the gap between design and implementation.

President Dickinson commented that the District only reached out to three firms and ended up with one valid proposal. He asked if the District believes that enough information was obtained to feel confident about the selection. DS Nielsen shared that one of the key selection criteria was a local firm that was the right size and a good fit for the size of this project. He shared that he feels confident in the group from Capital Program Management, Inc that is assigned to the District's project. President Dickinson asked if the price was in the expected range. DS Nielsen shared that the proposed price is higher than anticipated but seems reasonable for the number of hours incorporated in the proposal.

Director Murdock asked if there are any provisions for an incentive if the project is completed on time. DS Nielsen shared that this agreement does not have those provisions and they would more likely be included in the construction contract. Director Murdock also asked if there is an escape clause if the District runs into an issue with the services. DS Nielsen shared that the agreement is for time and materials and does include a termination clause.

Director Durfee asked what percentage of the design and construction cost the agreement is. DS Nielsen shared that is five percent of the estimated construction cost.

Vice President Mitchell made a motion to adopt Resolution 21-38 Authorizing the General Manager to execute an agreement for construction management services with Capital Program Management, Inc, (CPM) for the Corporation Yard Building Project; a second was made by Director Murdock; a roll call vote was taken, and the motion carried 4-0.

3. RESOLUTION 21-39 PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE PERIOD OF OCTOBER 7, 2021 TO NOVEMBER 6, 2021 PURSUANT TO BROWN ACT PROVISIONS

GM Niederberger presented the item to continue authorizing remote teleconference meetings. The item was originally discussed at the September 30, 2021, special board meeting and will continue to be included in the board packet as long as the board wishes to continue meeting remotely.

Director Mitchell commented that a 30-day provision versus a 31-day provision created a need to have special meetings which take staff time and board member time. GM Niederberger shared that the 30-day requirement creates an issue for smaller districts. A long-term schedule of special meetings will be discussed and reviewed in December.

Director Durfee made a motion to adopt Resolution 21-39 Declaring and re-ratifying the State of Emergency and authorizing remote teleconference meetings of the Board of Directors due to the COVID-19 Emergency; a second was made by Director Murdock; a roll call vote was taken, and the motion carried 4-0.

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:

Vice President Mitchell asked about the RPM model mentioned in the GM report. DS Nielsen shared that it is a financial model used by the City of Roseville to project future costs for rehabilitation needs. President Dickinson asked if there was any other pertinent information that came from the SPWA meeting. GM Niederberger shared that he learned of future fee credits that will be applied to the District and that SPWA will be working on a connection fee nexus study. Vice President Mitchell asked if the outcome of the RPM model is documented and distributed. GM Niederberger shared that the City of Roseville provides the District will a five-year projection and the associated allocation between the partners.

President Dickinson asked about the meeting with the Building Industry Association (BIA). GM Niederberger shared that staff was able to thank the BIA for their review and comments which will help improve future reports. There was also a discussion about regional funding opportunities through SPWA. He shared that one of the BIA's main concerns is multi-family rates. Staff was able to explain that any changes to the rate structure would have to be completed regionally through SPWA. Vice President Mitchell commented that hopefully state funds will be distributed in a way that provides for affordable housing.

Director Murdock asked about COVID-19 funding through the Special District COVID Fund. ASM Costan shared that the District's application was submitted with eligible expenses of approximately \$190,000. She shared that the District may have all or a portion of these expenses reimbursed depending on the expenses submitted by other special districts. GM Niederberger added that the fund is one-hundred million dollars and in order to receive reimbursement, a special district could not have applied for or received funding from other programs.

B. Information Items: No additional items.

3. Director's Comments:

Vice President Mitchell complimented DS Nielsen and the crew on the number of days without a loss time incident. He also shared that he received a few compliments from constituents on the corporation yard fence.

President Dickinson shared that there were some sound issues with the hybrid in-person/zoom meeting that staff will need to address prior to another hybrid meeting.

IV. CLOSED SESSION READOUT

The Board met in Closed Session at 5:19 p.m. to hear a report from District General Counsel and staff. No action was taken.

Public Comments: The ASM read a closed session eComment from District retiree Henry Lorton.

The Board adjourned the closed session at 5:45 p.m.

VIII. ADDITIONAL PUBLIC COMMENTS

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

IX. ADJOURNMENT

The President adjourned the meeting at 5:49 p.m. to the next regular meeting to be held on November 4, 2021, at 4:30 p.m.



Emilie Costan, Board Secretary



South Placer Municipal Utility District, CA

Check Report

By Check Number

Date Range: 09/29/2021 - 10/26/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
1240	Placer County Personnel	09/30/2021	Regular	0.00	3,383.44	13833
1327	US Bank Corporate Payment	10/04/2021	Regular	0.00	13,229.11	13834
	Void	10/04/2021	Regular	0.00	0.00	13835
	Void	10/04/2021	Regular	0.00	0.00	13836
	Void	10/04/2021	Regular	0.00	0.00	13837
1567	American Society of Civil Engineers (ASCE)	10/06/2021	Regular	0.00	285.00	13838
248	AT&T (916.663.1652) & (248.134.5438.608.80)	10/06/2021	Regular	0.00	277.08	13839
1759	Bender Rosenthal Inc.	10/06/2021	Regular	0.00	1,778.96	13840
1663	Buckmaster Office Solutions	10/06/2021	Regular	0.00	124.44	13841
1652	Cintas Corporation	10/06/2021	Regular	0.00	943.67	13842
1068	City of Roseville	10/06/2021	Regular	0.00	1,788,750.00	13843
1751	Comprehensive Medical Inc.	10/06/2021	Regular	0.00	80.00	13844
1509	Crystal Communications	10/06/2021	Regular	0.00	311.64	13845
1086	Dataprose	10/06/2021	Regular	0.00	1,790.21	13846
1087	Dawson Oil Co.	10/06/2021	Regular	0.00	4,333.38	13847
1719	Emilie Costan	10/06/2021	Regular	0.00	40.00	13848
1113	Ferguson Enterprises, Inc. 1423 (Main)	10/06/2021	Regular	0.00	555.99	13849
1131	Granite Business Printing	10/06/2021	Regular	0.00	223.08	13850
1631	Instrument Technology Corporation	10/06/2021	Regular	0.00	2,491.38	13851
1153	James Byrd Smoke Testing	10/06/2021	Regular	0.00	225.00	13852
1686	Jan Pro	10/06/2021	Regular	0.00	861.00	13853
1564	Jensen Landscape Services, LLC	10/06/2021	Regular	0.00	887.00	13854
1217	Owen Equipment	10/06/2021	Regular	0.00	4,244.42	13855
1762	PAC Machine Company	10/06/2021	Regular	0.00	48,199.59	13856
1221	PG&E (Current Accounts)	10/06/2021	Regular	0.00	1,757.10	13857
1253	Recology Auburn Placer	10/06/2021	Regular	0.00	345.53	13858
1268	Rocklin Windustrial Co.	10/06/2021	Regular	0.00	427.93	13859
1685	Streamline	10/06/2021	Regular	0.00	400.00	13860
1305	Sunbelt Rentals, Inc.	10/06/2021	Regular	0.00	1,279.22	13861
1306	Superior Equipment Repair	10/06/2021	Regular	0.00	756.88	13862
1613	The Placer Herald	10/06/2021	Regular	0.00	44.00	13863
1325	Tyler Technologies, Inc.	10/06/2021	Regular	0.00	7,513.75	13864
1346	WEF Membership (Water Environment Federatio	10/06/2021	Regular	0.00	267.00	13865
	Void	10/07/2021	Regular	0.00	0.00	13866
1292	SPMUD Petty Cash	10/07/2021	Regular	0.00	90.84	13867
1021	ARC	10/14/2021	Regular	0.00	103.06	13880
248	AT&T (916.663.1652) & (248.134.5438.608.80)	10/14/2021	Regular	0.00	9.36	13881
1022	AT&T (9391035571) & (9391053973)	10/14/2021	Regular	0.00	345.25	13882
1010	California Air Resources Board	10/14/2021	Regular	0.00	805.00	13883
1458	Carie Huff	10/14/2021	Regular	0.00	112.00	13884
1652	Cintas Corporation	10/14/2021	Regular	0.00	475.56	13885
1068	City of Roseville	10/14/2021	Regular	0.00	140,628.52	13886
1666	Great America Financial Services	10/14/2021	Regular	0.00	452.99	13887
1139	Hill Rivkins Brown & Associates	10/14/2021	Regular	0.00	9,940.00	13888
1221	PG&E (Current Accounts)	10/14/2021	Regular	0.00	6,571.27	13889
1473	Pitney Bowes Purchase Power	10/14/2021	Regular	0.00	820.99	13890
1767	River City Signs	10/14/2021	Regular	0.00	380.00	13891
1396	Sierra Trench Protection	10/14/2021	Regular	0.00	77.22	13892
1333	SPOK, Inc.	10/14/2021	Regular	0.00	26.99	13893
1306	Superior Equipment Repair	10/14/2021	Regular	0.00	620.59	13894
1338	Verizon Wireless	10/14/2021	Regular	0.00	1,086.00	13895
1052	California Special Districts Association (CSDA)	10/21/2021	Regular	0.00	8,195.00	13913
1652	Cintas Corporation	10/21/2021	Regular	0.00	729.43	13914
1073	Consolidated Communications	10/21/2021	Regular	0.00	2,061.50	13915

Check Report

Date Range: 09/29/2021 - 10/26/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1080	CWEA (Main)	10/21/2021	Regular	0.00	3,942.00	13916
1113	Ferguson Enterprises, Inc. 1423 (Main)	10/21/2021	Regular	0.00	2,102.96	13917
1764	Network Design Associates, Inc.	10/21/2021	Regular	0.00	496.00	13918
1218	PCWA	10/21/2021	Regular	0.00	1,915.88	13919
1244	Preferred Alliance Inc	10/21/2021	Regular	0.00	183.54	13920
1508	Sacramento Rendering Co.	10/21/2021	Regular	0.00	300.00	13921
1769	Sunset Ranchos Investors LLC	10/21/2021	Regular	0.00	940.00	13922
1325	Tyler Technologies, Inc.	10/21/2021	Regular	0.00	342.00	13923
1045	Cal Pers 457 Plan (EFT)	10/01/2021	Bank Draft	0.00	750.00	DFT0006696
1135	Mass Mutual (EFT)	10/01/2021	Bank Draft	0.00	100.00	DFT0006697
1135	Mass Mutual (EFT)	10/01/2021	Bank Draft	0.00	7,627.52	DFT0006698
1135	Mass Mutual (EFT)	10/01/2021	Bank Draft	0.00	237.45	DFT0006699
1015	American Fidelity Assurance	10/01/2021	Bank Draft	0.00	416.66	DFT0006700
1015	American Fidelity Assurance	10/01/2021	Bank Draft	0.00	418.73	DFT0006701
1042	CA State Disbursement (EF	10/01/2021	Bank Draft	0.00	44.76	DFT0006702
1229	Pers (EFT)	10/01/2021	Bank Draft	0.00	49.13	DFT0006703
1229	Pers (EFT)	10/01/2021	Bank Draft	0.00	1,757.73	DFT0006704
1229	Pers (EFT)	10/01/2021	Bank Draft	0.00	3,080.42	DFT0006705
1229	Pers (EFT)	10/01/2021	Bank Draft	0.00	1,848.84	DFT0006706
1229	Pers (EFT)	10/01/2021	Bank Draft	0.00	2,731.00	DFT0006707
1229	Pers (EFT)	10/01/2021	Bank Draft	0.00	3,223.14	DFT0006708
1229	Pers (EFT)	10/01/2021	Bank Draft	0.00	3,624.26	DFT0006709
1149	Internal Revenue Service	10/01/2021	Bank Draft	0.00	11,543.14	DFT0006710
1098	EDD (EFT)	10/01/2021	Bank Draft	0.00	3,884.46	DFT0006711
1098	EDD (EFT)	10/01/2021	Bank Draft	0.00	1,117.06	DFT0006712
1149	Internal Revenue Service	10/01/2021	Bank Draft	0.00	2,941.66	DFT0006713
1149	Internal Revenue Service	10/01/2021	Bank Draft	0.00	9,388.52	DFT0006714
1015	American Fidelity Assurance	09/30/2021	Bank Draft	0.00	968.22	DFT0006715
1586	Principal Life Insurance Company	09/30/2021	Bank Draft	0.00	501.74	DFT0006716
1230	Pers (EFT)	09/30/2021	Bank Draft	0.00	5,625.08	DFT0006717
1230	Pers (EFT)	09/30/2021	Bank Draft	0.00	24,734.62	DFT0006718
1230	Pers (EFT)	09/30/2021	Bank Draft	0.00	9,957.38	DFT0006719
1230	Pers (EFT)	09/30/2021	Bank Draft	0.00	3,432.00	DFT0006720
1230	Pers (EFT)	09/30/2021	Bank Draft	0.00	100.79	DFT0006721
1230	Pers (EFT)	09/30/2021	Bank Draft	0.00	69.02	DFT0006722
1042	CA State Disbursement (EF	10/01/2021	Bank Draft	0.00	2.50	DFT0006731
1045	Cal Pers 457 Plan (EFT)	10/15/2021	Bank Draft	0.00	750.00	DFT0006732
1135	Mass Mutual (EFT)	10/15/2021	Bank Draft	0.00	100.00	DFT0006733
1135	Mass Mutual (EFT)	10/15/2021	Bank Draft	0.00	7,627.52	DFT0006734
1135	Mass Mutual (EFT)	10/15/2021	Bank Draft	0.00	237.45	DFT0006735
1015	American Fidelity Assurance	10/15/2021	Bank Draft	0.00	416.66	DFT0006736
1015	American Fidelity Assurance	10/15/2021	Bank Draft	0.00	418.73	DFT0006737
1042	CA State Disbursement (EF	10/15/2021	Bank Draft	0.00	44.76	DFT0006738
1229	Pers (EFT)	10/15/2021	Bank Draft	0.00	49.13	DFT0006739
1229	Pers (EFT)	10/15/2021	Bank Draft	0.00	1,757.73	DFT0006740
1229	Pers (EFT)	10/15/2021	Bank Draft	0.00	3,080.42	DFT0006741
1229	Pers (EFT)	10/15/2021	Bank Draft	0.00	1,848.84	DFT0006742
1229	Pers (EFT)	10/15/2021	Bank Draft	0.00	2,731.00	DFT0006743
1229	Pers (EFT)	10/15/2021	Bank Draft	0.00	3,223.15	DFT0006744
1229	Pers (EFT)	10/15/2021	Bank Draft	0.00	3,624.26	DFT0006745
1149	Internal Revenue Service	10/15/2021	Bank Draft	0.00	11,797.20	DFT0006746
1098	EDD (EFT)	10/15/2021	Bank Draft	0.00	3,746.35	DFT0006747
1098	EDD (EFT)	10/15/2021	Bank Draft	0.00	1,103.25	DFT0006748
1149	Internal Revenue Service	10/15/2021	Bank Draft	0.00	2,997.28	DFT0006749
1149	Internal Revenue Service	10/15/2021	Bank Draft	0.00	9,084.90	DFT0006750
1229	Pers (EFT)	10/14/2021	Bank Draft	0.00	-4,838.15	DFT0006751

Check Report

Date Range: 09/29/2021 - 10/26/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1229	Pers (EFT)	10/14/2021	Bank Draft	0.00	-4,579.84	DFT0006753

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	83	58	0.00	2,069,559.75
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	49	49	0.00	145,396.47
EFT's	0	0	0.00	0.00
	132	111	0.00	2,214,956.22

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	83	58	0.00	2,069,559.75
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	49	49	0.00	145,396.47
EFT's	0	0	0.00	0.00
	132	111	0.00	2,214,956.22

Fund Summary

Fund	Name	Period	Amount
100	GENERAL FUND	9/2021	48,772.29
100	GENERAL FUND	10/2021	2,166,183.93
			2,214,956.22

Account Number	Name	Date	Type	Amount	Check #:	Packet
102-0001672-01	Tustin, Jason	10/7/2021	Refund	\$ 9.55	13868	UBPKT13170
102-0005074-01	Claiborne, Matt	10/7/2021	Refund	\$ 92.01	13869	UBPKT13170
102-0006438-01	Streeter-Olsen, Julie	10/7/2021	Refund	\$ 13.54	13870	UBPKT13170
102-0007797-01	Schwab, Eric	10/7/2021	Refund	\$ 7.90	13871	UBPKT13170
102-0008267-04	Vagnone, Aubrey	10/7/2021	Refund	\$ 107.69	13872	UBPKT13170
102-0011963-01	McPherson, Michael	10/7/2021	Refund	\$ 43.79	13873	UBPKT13170
102-0012025-01	Harding, Lewis	10/7/2021	Refund	\$ 75.91	13874	UBPKT13170
103-0004088-01	Terrell, Barbara	10/7/2021	Refund	\$ 216.00	13875	UBPKT13170
103-0004503-03	Tuomala, Mark	10/7/2021	Refund	\$ 5.38	13876	UBPKT13170
106-0016847-02	Risch, Marlon	10/7/2021	Refund	\$ 47.61	13877	UBPKT13170
112-1027028-01	Picart, Hector and Leanna	10/7/2021	Refund	\$ 115.50	13878	UBPKT13170
112-1029441-00	Tim Lewis Communities	10/7/2021	Refund	\$ 108.18	13879	UBPKT13170
102-0001140-01	Harold, William M	10/18/2021	Refund	\$ 71.95	13896	UBPKT13261
102-0001285-02	Krantz, Randall M	10/18/2021	Refund	\$ 33.60	13897	UBPKT13261
102-0006716-02	Davis, Ryan and Melissa	10/18/2021	Refund	\$ 107.95	13898	UBPKT13261
102-0007055-03	Perkins, Brian	10/18/2021	Refund	\$ 1,838.83	13899	UBPKT13261
102-0007328-02	Bellomo, Pamela A	10/18/2021	Refund	\$ 7.23	13900	UBPKT13261
102-0007830-01	Streifling, Douglas	10/18/2021	Refund	\$ 108.52	13901	UBPKT13261
102-0007845-02	Wright, Gary and John	10/18/2021	Refund	\$ 25.20	13902	UBPKT13261
102-0007935-03	Saldivar, Robert and Sarah	10/18/2021	Refund	\$ 52.80	13903	UBPKT13261
102-0008607-03	Pierce, Jonathan	10/18/2021	Refund	\$ 108.00	13904	UBPKT13261
102-0010892-01	Smart, Gerald F	10/18/2021	Refund	\$ 108.42	13905	UBPKT13261
103-0004225-03	Enberg, Eric and Holly	10/18/2021	Refund	\$ 108.21	13906	UBPKT13261
106-0012801-01	Schneider, Richard M	10/18/2021	Refund	\$ 221.22	13907	UBPKT13261
106-0017136-01	Cooper, Kevin	10/18/2021	Refund	\$ 161.00	13908	UBPKT13261
112-1022121-01	Stoll, Matthew	10/18/2021	Refund	\$ 35.05	13909	UBPKT13261
112-1028161-01	Ward, Robert	10/18/2021	Refund	\$ 37.54	13910	UBPKT13261
112-1029442-00	Tim Lewis Communities	10/18/2021	Refund	\$ 107.61	13911	UBPKT13261
114-1024902-02	McKesson, Sandra	10/18/2021	Refund	\$ 108.55	13912	UBPKT13261
TOTAL REFUNDS				\$ 4,084.74		

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Emilie Costan, Administrative Services Manager

Cc: Herb Niederberger, General Manager

Subject: 3rd Quarter Investment Report (July 1, 2021 thru September 30, 2021)

Board Date: November 4, 2021

Overview

In accordance with Section 53646 of the California Government Code, this report provides the Board with a quarterly investment report.

The investments held by the District on September 30, 2021, are shown in Attachment 1 and totaled \$70.47 million. The portfolio is in compliance with the Board's adopted policy regarding District investments and as of September 30, 2021, had an average yield to maturity of 0.14 percent.

Recommendation

Staff recommends that the Board of Directors receive and file the 3rd Quarter Investment Report.

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

- Goal 1.3: Maintain Transparency with all District activities.
- Goal 4.1: Maintain Compliance with Pertinent Regulations
- Goal 5.2: Explore and evaluate investment and business practice alternatives.
- Goal 5.3: Maintain financial responsibility by ensuring allocated funding sources are adequate to meet expenses; and that available funds and resources are managed efficiently.
- Goal 5.6: Provide routine reports on Financial Stability.

Related District Ordinances and Policies

This action is in conjunction with the following District Policies:

- Policy 3120 – Investment of District Funds

Fiscal Impact

There is no direct fiscal impact associated with the preparation of this report.

Attachments:

1. 3rd Quarter Investment Report
2. Allocation by Fund, Allocation by Investment Type, and Historical Performance

SPMUD BOARD INVESTMENT REPORT
INVESTMENT REPORTING PERIOD: July 1, 2021 - September 30, 2021
MEETING DATE: November 4, 2021

Investment	Par Value	Market Value	Book Value	Yield to Maturity	% of Portfolio	Days to Final Maturity
CALTRUST - Short Term	\$ 4,334,488	\$ 4,334,488	\$ 4,334,488	0.01%	6%	1
CALTRUST - Medium Term	\$ 19,565,133	\$ 19,565,133	\$ 19,565,133	0.03%	28%	1
WELLS FARGO - Money Market	\$ 2,350,112	\$ 2,350,112	\$ 2,350,112	0.01%	3%	1
PLACER COUNTY TREASURY	\$ 16,955,523	\$ 16,955,523	\$ 16,955,523	0.21%	24%	1
LAIF (Local Agency Investment Fund)	\$ 19,909,925	\$ 19,909,925	\$ 19,909,925	0.33%	28%	1
CASH	\$ 3,927,019	\$ 3,927,019	\$ 3,927,019	0.20%	6%	1
RESTRICTED - CEPPT	\$ 3,425,562	\$ 3,425,562	\$ 3,425,562	-0.45%	5%	1
TOTAL/AVERAGE	70,467,762	70,467,762	70,467,762	0.14%	100%	1

DEFINITIONS

Par Value is the principal amount of a security and the amount of principal that will be paid at maturity.

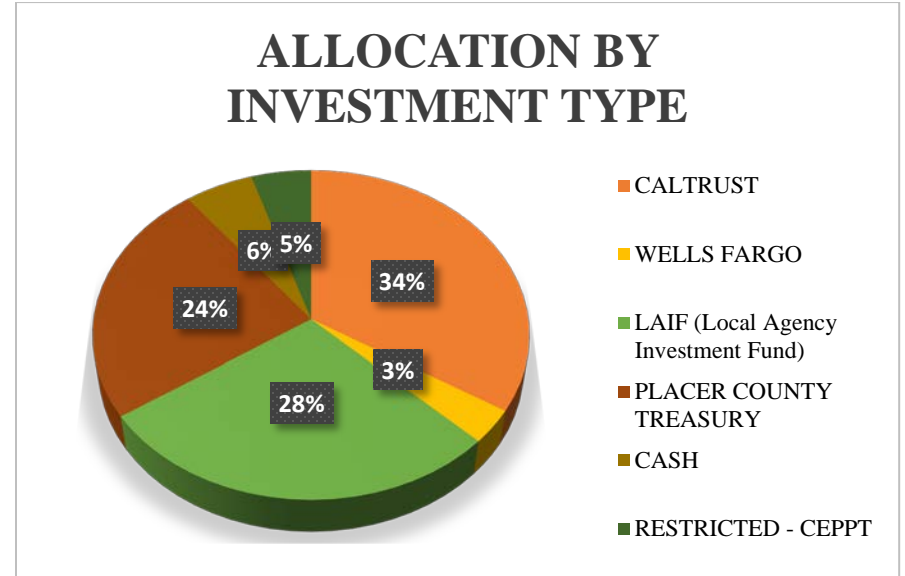
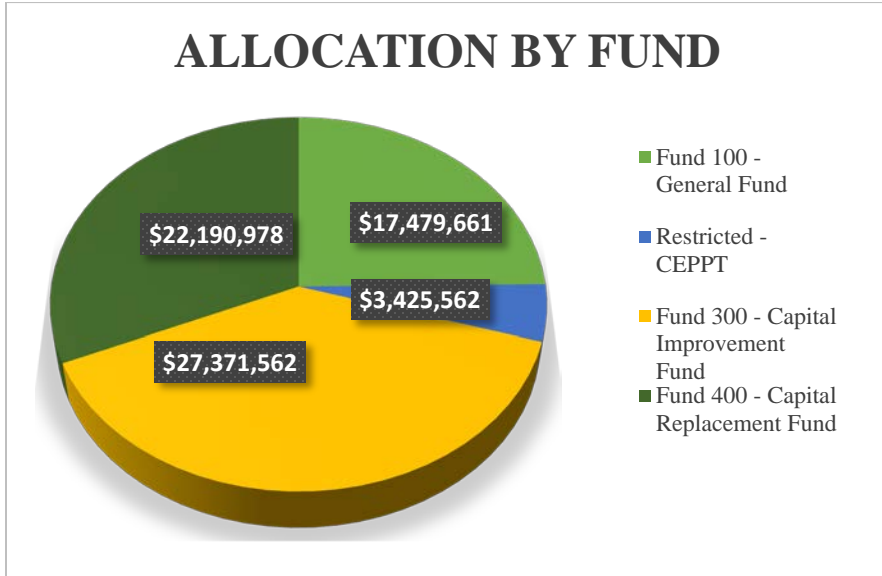
Market Value is the value at which a security can be sold at the time it is priced or the need to sell arises.

Market values are only relevant if the investment is sold prior to maturity. Profit or loss would be realized only if the specific investment were to be sold.

Book Value is the purchase price of a security plus amortization of any premium or discount. This may be more or less than face value, depending upon whether the security was purchased at a premium or at a discount.

Yield to Maturity is the estimated rate of return assuming the investment is held until maturity.

Attachment 2 – Allocation by Fund, Allocation by Investment Type, and Historical Performance



Historical Performance					
	3 months	6 months	1 year*	3 year*	5 year*
CaITRUST Short Term	0.04%	0.10%	0.33%	1.44%	1.41%
CaITRUST Medium Term	0.08%	0.17%	0.52%	1.49%	1.51%
Wells Fargo	0.01%	0.12%	0.17%	0.99%	
Placer County	0.07%	0.15%	0.29%	1.21%	1.34%
LAIF	0.05%	0.13%	0.38%	1.43%	1.35%
CEPPT	-0.39%	4.31%	13.43%		

*Annualized

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Emilie Costan, Administrative Services Manager

Cc: Herb Niederberger, General Manager
Carie Huff, District Engineer
Eric Nielsen, Superintendent

Subject: Annual Investment Report for the Fiscal Year Ended June 30, 2021

Meeting Date: November 4, 2021

Overview

The South Placer Municipal Utility District (District) generally operates in accordance with the Municipal Utilities District Act of California, codified in Public Utilities Code §11501, et seq. Public Utilities Code §12871 allows the District to invest surplus money in its treasury and the Government Code, primarily §53601 and related subsections, authorizes the type of investment vehicles allowed in a California local agency’s portfolio. The investment vehicles emphasize preservation of capital and conservative investments, and the District is not permitted to purchase an investment that is not specifically authorized by law and within the scope of investments designated by the District’s Board of Directors.

The District is currently utilizing a “dual portfolio” approach to its investments, consisting of a “Liquidity Portfolio” and a “Long-Term Portfolio” that is consistent with the three primary principals of public fund investment, 1) Safety, 2) Liquidity and 3) Return on Investment, in that order of priority. The Liquidity Portfolio consists of funds necessary for the District’s operation and capital needs for a period of not less than one-year, plus prudent reserves in accordance with *Policy 3130 – District Reserve Policy*. Funds determined by the District in excess of the amount necessary to fund the Liquidity Portfolio may be allocated to the Long-Term Portfolio.

On December 3, 2015, the Board of Directors adopted Resolution 15-27 which reflected that *Policy 3120 – Investment of District Funds* was adopted in its entirety and included in the District Policy Handbook. In February 2016, the District adopted a strategy for the investment of District funds which was revised with Resolution 18-15 in June 2018. One of the ways the District managed its exposure to interest rate risk was by purchasing a combination of short and long-term investments and timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for District operations. Now, as Fixed Income Securities being held in the Long-Term Portfolio mature, rather than reinvesting into other Fixed Income Securities, the proceeds are distributed evenly among the Cal Trust Medium Term Holdings, the Local Agency Investing Fund, and the Placer County Treasury. As of June 30, 2021, only \$1.5 Million remained in Fixed Income Securities with those remaining certificates maturing in the following quarter.

During the last fiscal year investments experienced both gains and losses. Record low interest rates coupled by investment market volatility due to COVID-19 continued to reduce investment income to historic lows. The overall balance of the District's investment portfolio, less unrestricted deposits in financial institutions (cash) and the restricted CalPERS CEPP Trust, increased \$2,321,907 (3.7%) from the prior year.

Recommendation

Staff recommends that the Board of Directors receive and file the Annual Investment 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

Goal 5.2: Explore and evaluate investment and business practice alternatives.

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

Goal 5.6: Provide routine reports on Financial Stability.

Related District Ordinances and Policies

This action is in conjunction with the following District Policies:

Policy 3120 – Investment of District Funds

Policy 3130 – District Reserve Policy

Fiscal Impact

There is no direct fiscal impact associated with the preparation of this report.

Attachments:

Table 1 – Balance of Investments

Table 2 – Fund Balances

Table 3 – Short-Term and Long-Term Portfolio Breakdown

Table 4 – Remaining Maturity

Table 5 – Percentage of Portfolio Compared to Maximum Allowance

Table 6 – Credit Risk

Table 1 – Balance of Investments

Investment	Balance 06/30/21	Balance 06/30/20
Wells Fargo Fixed Income Securities & Money Market Mutual Funds	\$ 2,348,457	\$ 14,315,195
Local Agency Investment Fund (LAIF)	15,898,497	10,830,926
Caltrust Investments	23,882,582	21,811,933
Placer County Treasury Investments	16,946,764	11,893,986
	<u>\$ 59,076,300</u>	<u>\$ 58,852,040</u>
Unrestricted deposits in financial institutions	\$ 6,300,850	\$ 4,203,203
	<u>\$ 65,377,150</u>	<u>\$ 63,055,243</u>
CalPERS CEPPT - Restricted	\$ 3,440,903	\$ -
TOTAL	<u>\$ 68,818,053</u>	<u>\$ 63,055,243</u>

Table 2 – Fund Balances

Fund	Balance 06/30/21	Balance 06/30/20
Fund 100 - General Fund	\$ 16,786,026	\$ 14,646,769
Restricted - CEPPT	3,440,903	-
Fund 300 - Capital Improvement Fund	26,878,885	26,787,560
Fund 400 - Capital Replacement Fund	21,712,239	21,620,914
TOTAL	<u>\$ 68,818,053</u>	<u>\$ 63,055,243</u>

Table 3 – Short-Term and Long-Term Portfolio Breakdown**Short-Term Portfolio**

Unrestricted Deposits in Financial Institutions	\$ 6,300,850
Wells Fargo Money Market Mutual Funds	844,255
Local Agency Investment Fund (LAIF)	15,898,497
CalTRUST Short-Term Investment Fund	4,332,714
Placer County Treasury's Investment Pool	16,946,764
	<u>\$ 44,323,080</u>

Long-Term Portfolio

Wells Fargo Fixed Income Securities	\$ 1,504,202
CalTRUST Medium-Term Investment Fund	19,549,868
	<u>\$ 21,054,070</u>

Restricted

CalPERS CEPP Trust	\$ 3,440,903
	<u>\$ 3,440,903</u>

Tables 4, 5 and 6 do not include unrestricted deposits in financial institutions (\$6.3M cash) or the restricted CEPP Trust.

Table 4 – Remaining Maturity

	Remaining Maturity		
	12 Months or Less	1-5 years	Fair Value
Fixed income securities	\$ 1,504,202	\$ -	\$ 1,504,202
Money market mutual funds	844,255	-	844,255
Local Agency Investment Fund (LAIF)	15,898,497	-	15,898,497
CalTRUST Investment Fund	23,882,582	-	23,882,582
Placer County Treasury's Investment Pool	16,946,764	-	16,946,764
	<u>\$ 59,076,300</u>	<u>\$ -</u>	<u>\$ 59,076,300</u>

Table 5 – Percentage of Portfolio Compared to Maximum Allowance

Investment Type	% of Portfolio on 06/30/20	Maximum Amount of Portfolio
Local Agency Investment Fund (LAIF)	24%	75%
Placer County Treasurer's Pool	26%	75%
Investment Trust of CA (CalTRUST)	37%	75%
Bank Savings Account	10%	75%
Federal Agencies	0%	25%
Commercial Paper	0%	15%
Negotiable Certificates of Deposits	2%	20%
Repurchase Agreements	0%	20%
U.S. Treasury Obligations	0%	Unlimited
All other investments allowed by GC §53601	1%	20%

Table 6 – Credit Risk

	Total	Rating as of Fiscal Year End		
		S&P	Moody's	N/A
Fixed income securities	\$ 1,504,202	AAAm		
Money market mutual funds	844,255	AAAm		
Local Agency Investment Fund (LAIF)	15,898,497			Not rated
CalTRUST Investment Fund	23,882,582			Not rated
Placer County Treasury's Investment Pool	16,946,764			Not rated
	<u>\$ 59,076,300</u>			

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

STAFF REPORT

To: Board of Directors
From: Carie Huff, District Engineer
Cc: Josh Lelko, Engineering Technician
Subject: Acceptance of the Bill of Sale for Sewer Improvements within Whitney Ranch Units 63 and 69
Meeting Date: November 4, 2021

Overview

The Whitney Ranch Units 63 and 69 improvements are located within Rocklin south of the intersection of Whitney Ranch Parkway and Bear Creek Drive. The Whitney Ranch Units 63 and 69 project consists of eighty-three (83) single-family residential homes for a total of 83 EDU. The Whitney Ranch Units 63 and 69 improvements include the following infrastructure:

- Installation of two thousand, five hundred and fifty (2,550) linear feet of sanitary sewer pipe;
- Installation of eight (8) manholes; and
- Installation of two thousand, three hundred and thirty-five (2,335) linear feet of lower laterals.

Recommendation

Staff recommends that the Board of Directors accept the attached Bill of Sale for the Whitney Ranch Units 63 and 69 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 \$1,297,660.

Attachments:

1. Bill of Sale
2. Map – Whitney Ranch Units 63 and 69



BILL OF SALE

SUNSET RANCHOS INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY does hereby grant, bargain, sell and convey to SOUTH PLACER MUNICIPAL UTILITY DISTRICT all of its rights, title and interest in and to all public sewer pipes, lines, mains, manholes, and appurtenances installed by its contractor in that subdivision/project commonly known as Whitney Ranch Unit 63 & 69.

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.

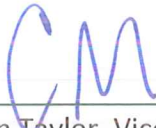
Dated this September 27, 2021

DEVELOPER/OWNER:

SUNSET RANCHOS INVESTORS, LLC,
a Delaware limited liability company

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

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

By: 
Clifton Taylor, Vice President

NEVADA NOTARY ACKNOWLEDGEMENT
(INDIVIDUAL)

State of Nevada }

County of Washoe }

This instrument was acknowledged before me on 9/28/2021 [date] by _____
Clifton Taylor [name(s) of person(s)].

(Seal)



Shelby Jo Jones
Signature of notarial officer

State of Nevada, Notary Public
Title (and Rank)

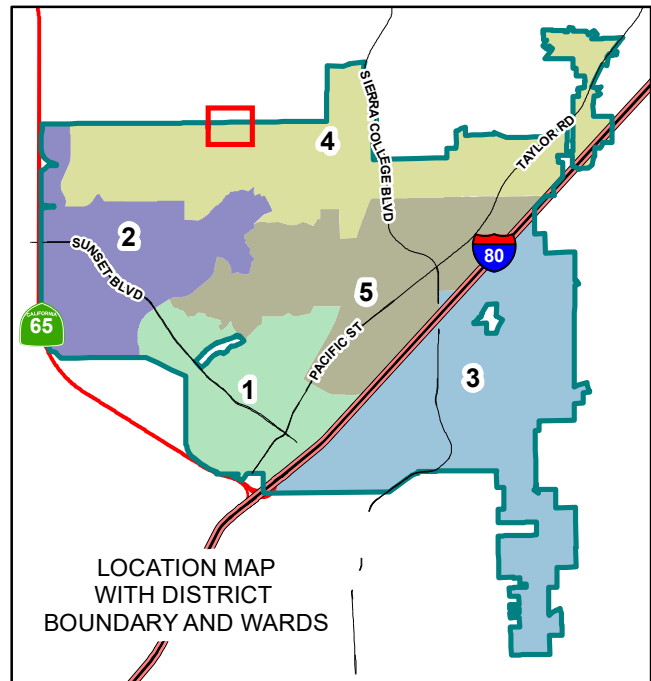


0 200 400 Feet
 1 in = 400 ft



Whitney Ranch
Unit 63 & 69
83 EDU

Date: 9/22/2021
 Author: Curtis Little
 Document Path:
 G:\spmud_gis\mxd\Curtis\Bill Of Sale



**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Carie Huff, District Engineer

Cc: Herb Niederberger, General Manager
Emilie Costan, Administrative Services Manager
Eric Nielsen, District Superintendent

Subject: Addendum to the Utility Agreement with the City of Rocklin for the Rocklin Road and Pacific Street Roundabout Project

Meeting Date: November 4, 2021

Background

The City of Rocklin is constructing a roundabout at the intersection of Rocklin Road and Pacific Street. The District has existing facilities located within the project limits and is using the City’s project as an opportunity to replace aging infrastructure and adjust portions of the existing facilities to align with the new geometry of the intersection.

The Board authorized the utility agreement (attached for reference) with the City of Rocklin at the February 4, 2021, Board meeting in an amount not to exceed \$282,370. Amendment 1 which included clarifying language (attached for reference) was approved at the April 1, 2021, meeting.

The project has been advertised, bid, and awarded through the City’s competitive bid process to George Reed, Inc., the lowest responsible, responsive bidder. The cost of the sewer work submitted by George Reed is \$488,031.50 (which includes 10% contingency), an increase of \$205,661.50 over the original agreement amount.

The FY 2021/22 Budget contained a line item within Fund 400 for Participation in Regional Projects in an amount of \$430,000. The District adopted Resolution 21-36 on October 6, 2021, authorizing the General Manager to enter into a construction cooperation and reimbursement agreement for the City of Rocklin Sceptre, Camelot, and Midas Repair Project in an amount totaling \$165,263. This does not leave sufficient funds within this line item to complete the sewer improvements necessary for the roundabout at the intersection of Rocklin Road and Pacific Street. However, the FY 2021/22 Budget also contained a line item within Fund 400 for System Rehabilitation in the amount of \$1,000,000, an amount the District is unlikely to expend at this time. Staff is proposing a budget adjustment from one Fund 400 line item to another Fund 400 line item; in essence adjust Participation in Regional Projects from \$430,000 to \$655,000 and System Rehabilitation from \$1,000,000 to \$775,000.

Should the Board approve Resolution 21-40, the signed Addendum 2 to the utility agreement will be sent to the City of Rocklin for approval and signature and the District will receive a fully executed copy once it is signed.

Recommendation

Staff recommends that the Board of Directors adopt Resolution 21-40 to authorize:

1. The General Manager to execute the attached Addendum 2 to the Utility Agreement between South Placer Municipal Utility District and the City of Rocklin for the Rocklin Road and Pacific Street Roundabout Project.
2. Approve a line item budget adjustments within Fund 400 to: a) Adjust Participation in Regional Projects from \$430,000 to \$655,000; and b) Adjust System Rehabilitation from \$1,000,000 to \$775,000.

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.2: Improve communications.

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

Related District Ordinances, Policies, or Resolutions

Resolution 19-03: Authorization to Enter into a Reimbursement Agreement with the City of Rocklin for Engineering Services to Design the Sewer Replacement within the Rocklin Road and Pacific Street Roundabout Project.

Resolution 21-02: Authorization to Enter into a Utility Agreement with the City of Rocklin for the Rocklin Road and Pacific Street Roundabout Project.

Resolution 21-08: Authorization to Enter into an Addendum to the Utility Agreement with the City of Rocklin for the Rocklin Road and Pacific Street Roundabout Project.

Policy 3150: Purchasing Policy

Fiscal Impact

Per the utility agreement, the District will be responsible to pay the actual costs for the removal and replacement of eight hundred feet of sewer main, six sewer laterals, and four manholes. The City will administer the contract in coordination with District staff. All construction work is required to meet the District's standards and specifications, including all testing requirements.

The estimated cost for engineering services to design the sewer infrastructure component of the project is \$11,000 while the cost submitted by George Reed for construction is \$488,031.50 (which includes 10% contingency), bringing the project to a total of \$500,000.

Attachments:

1. Resolution No. 21-40 – Authorization to Enter into Addendum 2 to the Utility Agreement with the City of Rocklin for the Rocklin Road and Pacific Street Roundabout Project.
2. Addendum 2 to the Utility Agreement between South Placer Municipal Utility District and the City of Rocklin for the Rocklin Road and Pacific Street Roundabout Project.
3. Utility Agreement between South Placer Municipal Utility District and the City of Rocklin for the Rocklin Road and Pacific Street Roundabout Project with Addendum 1.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 21-40

**AUTHORIZATION TO ENTER INTO ADDENDUM 2 TO THE UTILITY
AGREEMENT WITH THE CITY OF ROCKLIN FOR THE ROCKLIN ROAD AND
PACIFIC STREET ROUNDABOUT PROJECT**

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

WHEREAS, the City proposes to construct a roundabout at the intersection of Rocklin Road and Pacific Street in Rocklin, Placer County, California, hereinafter referred to as “Project” requiring the removal and replacement of the District’s existing facilities concurrently with the Project, and

WHEREAS, on January 3, 2019, the Board of Directors adopted Resolution 19-03 which authorized the General Manager to enter into an agreement to reimburse the City of Rocklin for the costs for engineering services to design the replacement sewer facilities estimated to be \$11,000; and

WHEREAS, on February 4, 2021, the Board of Directors adopted Resolution 21-02 which authorized the General Manager to enter into an agreement to pay for the actual costs to remove and replace the District’s existing facilities per the approved improvement plans for the Project anticipated to be \$282,370; and

WHEREAS, on April 1, 2021, the Board of Directors adopted Resolution 21-08 which authorized the General Manager to enter into Addendum 1 which clarifies language that the City of Rocklin will not be performing the relocation work and that the City will contract with a licensed contractor. In addition, the City will not guarantee or be liable for the goods or services provided by the contractor, but the District will be covered under the contractor’s warranty for goods and services; and

WHEREAS, the City requested the District sign Addendum 2 to the utility agreement based on actual bid costs submitted by George Reed, Inc., increasing the construction contract to \$488,031.50; and

WHEREAS, the FY 2021/22 Budget contained a line item within Fund 400 for Participation in Regional Projects in an amount of \$430,000; and

WHEREAS, on October 6, 2021, the Board adopted Resolution 21-36, authorizing the General Manager to enter into a construction cooperation and reimbursement agreement for the City of Rocklin Sceptre, Camelot, and Midas Repair Project.in an amount totaling \$165,263. Therefore, leaving insufficient funds within this line item to complete the sewer improvements necessary for the roundabout at the intersection of Rocklin Road and Pacific Street; and

WHEREAS, the FY 2021/22 Budget also contains a line item within Fund 400 for System Rehabilitation in the amount of \$1,000,000, an amount the District is unlikely to expend at this time. Staff is proposing a budget adjustment to Participation in Regional Projects from \$430,000 to \$655,000 and System Rehabilitation from \$1,000,000 to \$775,000.

WHEREAS, the District is willing to accept the improvements in accordance with the provisions of this agreement and addendum, the approved improvement plans, and the District's Standard Specifications and Improvement Standards for Sanitary Sewers.

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

1. The General Manager to execute the attached Addendum 2 to the Utility Agreement between South Placer Municipal Utility District and the City of Rocklin for the Rocklin Road and Pacific Street Roundabout Project.
2. Line-item budget adjustments within Fund 400 to: a) Adjust Participation in Regional Projects from \$430,000 to \$655,000; and b) Adjust System Rehabilitation from \$1,000,000 to \$775,000.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 4th day of November 2021.

Signed: _____
Will Dickinson, President of the Board of Directors

Attest: _____
Emilie Costan, Board Secretary

Addendum 2 to Utility Agreement - Ex. 14-G, between the City of Rocklin and SPMUD (SPMUD-2021-01)

The following changes to the Utility Agreement between the City of Rocklin (Local Agency) and SPMUD (Owner) for the relocation of sanitary sewer pipes and structures, with the Rocklin Road and Pacific Street roundabout public improvement project, are hereby approved.

Section IV. Payment for Work under the Agreement based on actual bid prices will cost OWNER of said contract \$443,665. A 10% construction contingency of \$44,366.50 brings the total cost to \$488,031.50.

Except as set forth herein, the terms and provisions of the Utility Agreement are unaffected, and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Utility Agreement, the terms of this Addendum will prevail.

Executed this ___ day of [MONTH] 2021.

LOCAL AGENCY, CITY OF ROCKLIN

By: _____
Aly Zimmerman, City Manager

OWNER, SOUTH PLACER MUNICIPAL UTILITY DISTRICT

By: _____
Herb Niederberger, General Manager

APPROVED AS TO FORM:

By: _____
Sheri Chapman, City Attorney

ATTEST:

By: _____
Hope Ithurburn, Deputy City Clerk

Exhibit 14-F Utility Agreements

UTILITY AGREEMENTS

CITY OF ROCKLIN

UTILITY AGREEMENT

County	Route	P.M.	Project #
PLACER	ROCKLIN RD/PACIFIC ST	NA	CML-5095(023)
Fed. Aid. No.: CML-5095(023)			
Owner's File: NA			
FEDERAL PARTICIPATION: On the Project: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> On the Utilities: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

UTILITY AGREEMENT NO. SPMUD-2021-01

The City of Rocklin hereinafter called "LOCAL AGENCY" proposes to install a roundabout, ADA and bicycle accessibility improvements, landscaping, street lighting, and utility modifications at Rocklin Road and Pacific Street, in the City of Rocklin, Placer County, California.

And: South Placer Municipal Utility District

hereinafter called "OWNER," owns and maintains sanitary sewer facilities; within the limits of LOCAL AGENCY's project that requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

In accordance with Notice to Owner No. SPMUD-2021-01 dated 5/12/2021, LOCAL AGENCY shall relocate OWNER's sanitary sewer pipes and structures as shown on LOCAL AGENCY's contract plans for the improvement at the intersection of Rocklin Road and Pacific Street, which by this reference are made a part hereof. OWNER hereby acknowledges review of LOCAL AGENCY's plans for work and agrees to the construction in the manner proposed.

Deviations from the plan described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and agreed to/acknowledged by the OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. OWNER shall have the right to inspect the work during construction. Upon completion of the work by LOCAL AGENCY, OWNER agrees to accept ownership and maintenance of the constructed facilities, and relinquishes to LOCAL AGENCY ownership of the replaced facilities except in the case of liability determined pursuant to Water Code 7034 or 7035.

II. LIABILITY FOR WORK

The existing facilities are located within the LOCAL AGENCY's right of way under permit and will be relocated at OWNER's expense under the provisions of Sections (673) and (680) of the Streets and Highways Code.

III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the relocation work to be performed by LOCAL AGENCY, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to LOCAL AGENCY's Resident Engineer for their evaluation and final disposition.

Use of personnel requiring lodging and meal "per diem" expenses will not be allowed without prior written authorization by LOCAL AGENCY's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines.

IV. PAYMENT FOR WORK

The OWNER shall pay its share of the actual cost of said work included in the LOCAL AGENCY's highway construction contract within 90 days after receipt of LOCAL AGENCY's bill; compiled on the basis of the actual bid price of said contract. The estimated cost to OWNER for the work being performed by the LOCAL AGENCY's highway contractor is \$282,370.00.

In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to LOCAL AGENCY, LOCAL AGENCY hereby agrees to refund to OWNER the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to LOCAL AGENCY, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse LOCAL AGENCY said deficient costs upon receipt of an itemized bill as set forth herein.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of LOCAL AGENCY's request of 7/16/2020 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of LPA under the terms of this Agreement are subject to the acceptance of the Agreement by LPA Board of Directors or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature,

and the allocation of those funds by the California Transportation Commission.

OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 30 days of the completion of the work described herein.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

Owner understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance and will demonstrate BA compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) (the mill test report (MTR)).

All documents obtained to demonstrate BA compliance will be held by the OWNER for a period of three (3) years from the date the final payment was received by the OWNER and will be made available to STATE or FHWA upon request.

One set of copies of all documents obtained to demonstrate BA compliance will be attached to, and submitted with, the final invoice.

This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

If, in connection with OWNER's performance of the Work hereunder, LOCAL AGENCY provides to OWNER any materials that are subject to the Buy America Rule, LOCAL AGENCY acknowledges and agrees that LOCAL AGENCY shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule).

LOCAL AGENCY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by LOCAL AGENCY and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

LOCAL AGENCY

SOUTH PLACER MUNICIPAL
UTILITY DISTRICT

By: A. Zimmermann
Justin Narkar
Local Agency Director
Aly Zimmermann, City Manager
Date: April 20 2021

By: Herb Niederberger
Herb Niederberger
General Manager
Date: February 10, 2021

Distribution: 1) Owner, 2) Utility Coordinator, 3) DLAE-File, 4) District Utility Coordinator - File

APPROVED AS TO FORM: see addendum

BY: Robin Churn
Robin Churn Attorney

ATTEST:

BY: [Signature]
[Signature]

CITY OF ROCKLIN



**ROCKLIN ROAD AT PACIFIC STREET ROUNDABOUT (CML-5095(023))
100% SUBMITTAL OPINION OF PROBABLE CONSTRUCTION COST
ITEMIZED COST ESTIMATE - SPMUD**

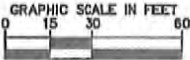
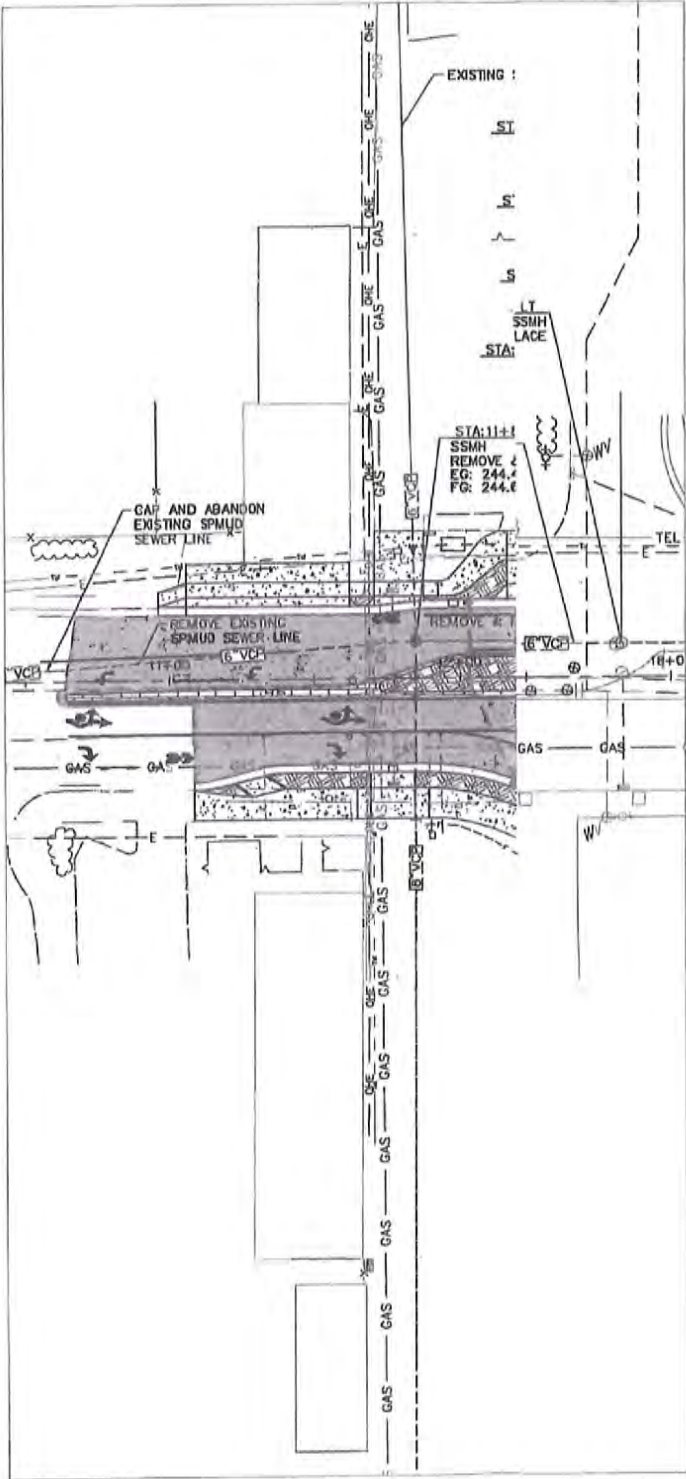
January 2021

ITEM No.	ITEM DESCRIPTION	Unit	Quantity	Unit Price	Base Bid Cost
Sewer Improvements					
46	Remove and Replace Sewer Manhole	EA	2	\$10,000.00	\$20,000.00
47	Remove VCP Sewer and Replace with PVC Sewer	LF	655	\$250.00	\$163,750.00
48	Remove VCP Sewer and Replace with new VCP Sewer	LF	142	\$225.00	\$31,950.00
49	Remove and Replace Sewer Lateral and PLCO	EA	5	\$4,000.00	\$20,000.00
50	Remove and Replace Sewer Lateral	EA	1	\$3,000.00	\$3,000.00
51	Remove and Replace Sewer Manhole with Inside Drop Connect	EA	1	\$8,000.00	\$8,000.00
52	Install new Sewer Manhole (48")	EA	1	\$10,000.00	\$10,000.00

Construction Subtotal **\$256,700**

Contingency @ 10% **\$25,670**

Estimated Construction Total - SPMUD Responsibility \$282,370



Addendum to Utility Agreement - Ex. 14-G, between the City of Rocklin and SPMUD (SPMUD-2021-01)

The following changes to the Utility Agreement between the City of Rocklin (Local Agency) and SPMUD (Owner) for the relocation of sanitary sewer pipes and structures, with the Rocklin Road and Pacific Street roundabout public improvement project, are hereby approved:

Section I. The work performed under the Utility Agreement will be performed by LOCAL AGENCY's contractor.

Section V. The following paragraphs are stricken, in their entirety:

"All costs accrued by OWNER as a result of LOCAL AGENCY's request of 7/16/2020 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement."

"In connection with OWNER's performance of the Work hereunder, LOCAL AGENCY provides to OWNER any materials that are subject to the Buy America Rule, LOCAL AGENCY acknowledges and agrees that LOCAL AGENCY shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule)."

Section V. The following provision is added:

"OWNER acknowledges that CITY will not be performing the services under this contract. The services will be provided by licensed, independent contractor(s). The CITY does not warrant, guarantee or assume liability for the goods or services provided by the contractor, and expressly disclaims any such warranty, guarantee, or liability for contractor's goods and services. Notwithstanding the foregoing, nothing herein shall be construed in any way to limit or affect the contractor's express and/or implied warranty for the services performed under the Utility Agreement or contractor's liability for defects and/or damages under applicable law. OWNER shall be a direct beneficiary of contractor's warranty for goods and services provided by contractor in connection with OWNER's sanitary sewer pipes and structures as described in Section I thereof."

Except as set forth herein, the terms and provisions of the Utility Agreement are unaffected, and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Utility Agreement, the terms of this Addendum will prevail.

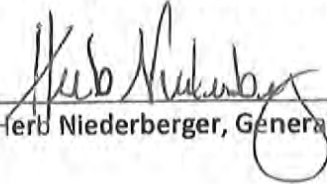
Executed this 20 day of ~~March~~ 2021.

~~March~~
April


LOCAL AGENCY, CITY OF ROCKLIN

By: A. Zimmermann
Aly Zimmermann, City Manager

OWNER, SOUTH PLACER MUNICIPAL UTILITY DISTRICT

By: 
Herb Niederberger, General Manager

APPROVED AS TO FORM:

By: 
Sheri Chapman, City Attorney

ATTEST:

By: 
Hope Lthurnburn, Deputy City Clerk

CONSTRUCTION NOTES (ALL DEMOLITION PLAN SHEETS):

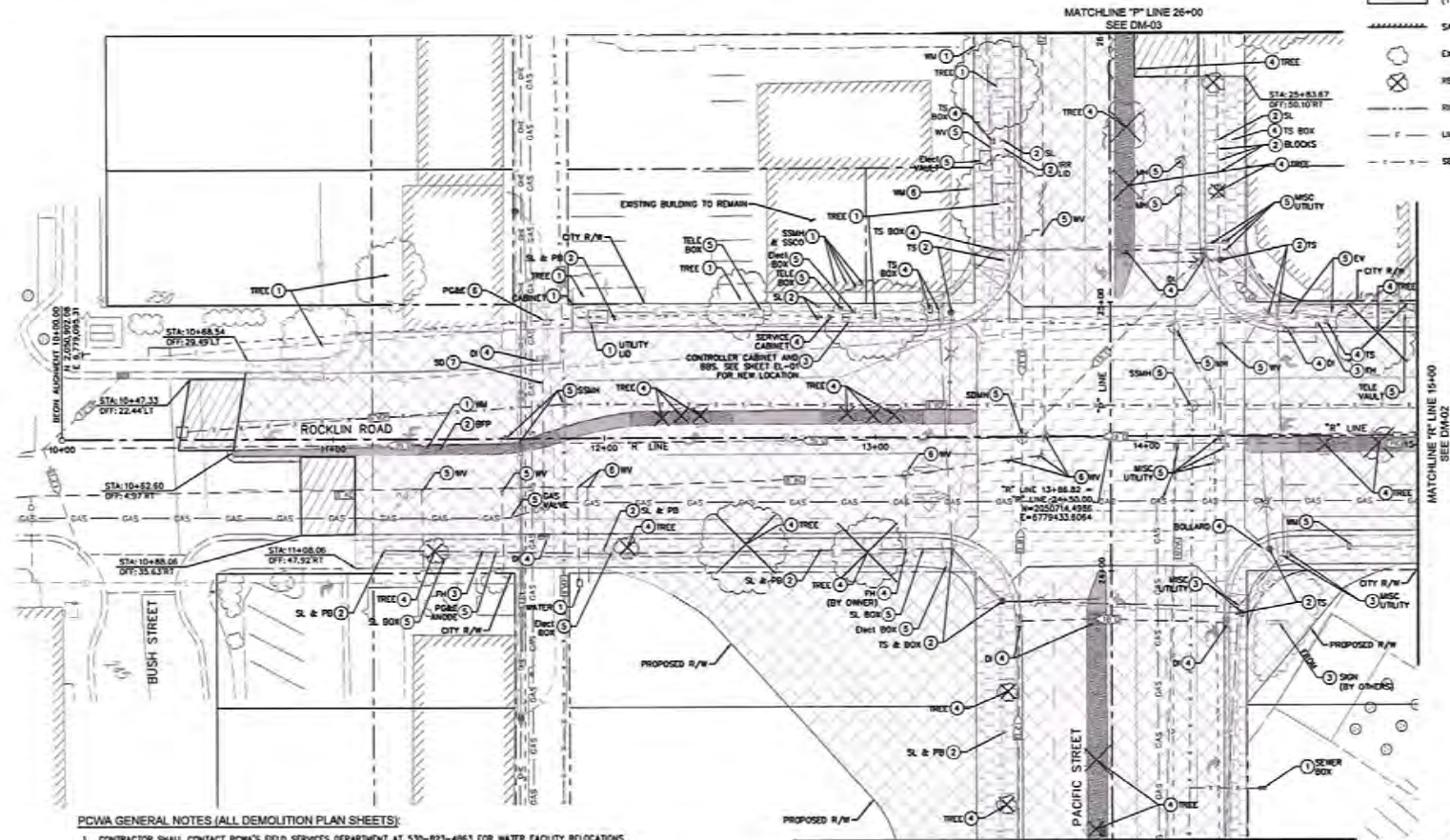
1. ALL EXISTING SIGNS WITHIN AREAS OF SIDEWALK REMOVAL SHALL BE SALVAGED WHEN NO LONGER REQUIRED FOR TRAFFIC CONTROL OR WHEN IN CONFLICT WITH CONSTRUCTION SIGNS.
2. SEE SANITARY SEWER, DRAINAGE, AND UTILITY PLANS FOR UTILITY AND DRAINAGE FACILITY MODIFICATIONS.
3. REMOVE SIDEWALK TO THE NEAREST JOINT OR SCOREMARK BEYOND STA/OFF SHOWN, AS DIRECTED BY ENGINEER.
4. EXISTING UTILITIES ARE TO REMAIN AND/OR BE ADJUSTED BY OWNER, UNLESS OTHERWISE NOTED. SEE UTILITY PLANS FOR DETAILS.
5. EXISTING AMENITIES WITHIN CITY RIGHT OF WAY TO BE SALVAGED BY THE CONTRACTOR AND DELIVERED TO THE CITY.
6. COLD PLANE EXISTING PAVEMENT TO THE LIMITS AS SHOWN ON LAYOUT SHEETS.
7. CONTRACTOR TO PREPARE AND SUBMIT DETAILED CONSTRUCTION PHASING AND TRAFFIC HANDLING PLANS FOR CITY APPROVAL PRIOR TO CONSTRUCTION.
8. EXISTING ASPHALT CONCRETE MAY CONTAIN PAVEMENT FABRIC, ENGINEERED PAVING MAT, OR OTHER CONTAMINATED MATERIALS. CONTRACTOR IS RESPONSIBLE FOR DISPOSING OF ENCOUNTERED MATERIALS.
9. COORDINATE WITH GAS STATION ON SIGN RELOCATION AND ACCESS RESTRICTION PRIOR TO THE START OF DEMOLITION ACTIVITIES.
10. COORDINATE WITH ALL ADJACENT PARCELS OWNERS AND OCCUPANTS REGARDING CONSTRUCTION OPERATIONS TO SAID OWNER/tenant's PROPERTY AND ACCESS RESTRICTIONS PRIOR TO THE START OF DEMOLITION ACTIVITIES.
11. EXISTING GRANITE ROCK FORMATIONS ARE EXPECTED WITHIN PROJECT LIMITS, BUT EXACT SUBSURFACE STRATA CONDITIONS ARE NOT KNOWN.
12. SALVAGE ALL IRRIGATION VALVES AND SPRAY HEADS. PROVIDE COLLECTED IRRIGATION EQUIPMENT (NOT PIPE) AND DELIVER TO CITY.
13. ANY DAMAGE TO EXISTING IRRIGATION SYSTEM AND LANDSCAPE AREAS BEYOND LIMITS OF WORK AS A RESULT OF CONSTRUCTION IMPROVEMENTS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE ENGINEER. WHEN REPAIRING UTILITIES, REPLACE WITH NEW LINE EQUIPMENT (HEADS, VALVES, PIPE, ETC.) AND PLANT MATERIALS AS NEEDED. ASSURE ADEQUATE IRRIGATION COVERAGE TO DISTURBED LANDSCAPED AREAS.
14. CONTRACTOR TO SALVAGE ALL EXISTING SIGNAL EQUIPMENT TO THE CITY. ALL EXISTING TRAFFIC SIGNAL CONDUITS SHALL BE ABANDONED IN PLACE. CONTRACTOR SHALL REMOVE AND DISPOSE OF EXISTING TRAFFIC SIGNAL CONDUITS.
15. SEE SANITARY SEWER PLANS FOR REPLACEMENT OF EXISTING UTILITIES.

DEMOLITION NOTES

- 1 EXISTING TO REMAIN
- 2 SALVAGE
- 3 RELOCATE
- 4 REMOVE
- 5 ADJUST TO GRADE
- 6 ADJUST TO GRADE BY OWNER
- 7 ABANDON

LEGEND

- ROADWAY EXCAVATION
- 0.15' COLD PLANE AC
- REMOVE CONCRETE SIDEWALK AND CURB AND GUTTER
- REMOVE CONCRETE ROADWAY
- REMOVE MEDIAN
- CLEARING & GRUBBING (TYP IN MEDIAN LANDSCAPING)
- SAWCUT
- EXISTING TREE
- REMOVE EXISTING TREE
- RIGHT OF WAY
- LIMIT OF GRADING
- SEWER LINE REPLACEMENT



PCWA GENERAL NOTES (ALL DEMOLITION PLAN SHEETS):

1. CONTRACTOR SHALL CONTACT PCWA'S FIELD SERVICES DEPARTMENT AT 530-823-4863 FOR WATER FACILITY RELOCATIONS.
2. CONTRACTOR SHALL STAKE LOCATION AND GRADE (ELEVATION) OF FIRE HYDRANT RELOCATIONS PER PLANS FOR THE AGENCY.
3. CONTRACTOR SHALL ALLOW 21 DAYS FOR PCWA TO PERFORM HYDRANT RELOCATION WORK. THE 21 DAY PERIOD SHALL COMMENCE ONCE ALL STAKING IS COMPLETE AND WHILE CONTRACTOR'S TRAFFIC CONTROL MEASURES ARE IN PLACE AND AFTER ROUGH GRADE HAS BEEN ESTABLISHED IN THE LOCATION OF THE HYDRANTS TO BE RAISED.
4. CONTRACTOR SHALL ALLOW 14 DAYS FOR PCWA TO PERFORM RAISING OF THE VALVE COVERS TO FINAL GRADE. THE 14 DAY PERIOD SHALL COMMENCE UPON COMPLETION OF PAVING AND/OR FINAL GRADE. CONTRACTOR SHALL ATTEMPT TO COORDINATE THE VALVE BOX RAISE TO GRADES WITH THE AGENCY WHILE THE CONTRACTOR'S TRAFFIC CONTROL MEASURES ARE IN PLACE.
5. CONTRACTOR SHALL MARK THE LOCATION OF ALL VALVE BOXES TO BE RAISED IN FINAL PAVEMENT.

NO.	REVISIONS	DATE	BY

Kimley-Horn
 555 CAPITOL MALL, SUITE 300,
 SACRAMENTO, CA 95814
 PHONE: 916-688-5800
 WWW.KIMLEY-HORN.COM



PROJECT / DATE: ROCKLIN ROAD AND PACIFIC STREET ROUNDABOUT PROJECT / 09/21/2020
 SCALE: AS SHOWN
 DESIGNED BY: DR/AB
 DRAWN BY: DC
 CHECKED BY: DC

PROJECT PLANS FOR CONSTRUCTION OF
 ROCKLIN ROAD AND PACIFIC STREET ROUNDABOUT PROJECT
DEMOLITION PLAN
 CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA

DM - 01
 SHEET NUMBER
 06 OF 57

CONSTRUCTION NOTES (ALL DEMOLITION PLAN SHEETS):

1. ALL EXISTING SIGNS WITHIN AREAS OF SIDEWALK REMOVAL SHALL BE SALVAGED WHEN NO LONGER REQUIRED FOR TRAFFIC CONTROL, OR WHEN IN CONFLICT WITH CONSTRUCTION SIGNS.
2. SEE SANITARY SEWER, DRAINAGE, AND UTILITY PLANS FOR UTILITY AND DRAINAGE FACILITY MODIFICATIONS.
3. REMOVE SIDEWALK TO THE NEAREST JOINT OR SCOREMARK BEYOND STA/OFF SHOWN, AS DIRECTED BY ENGINEER.
4. EXISTING UTILITIES ARE TO REMAIN AND/OR BE ADJUSTED BY OWNER, UNLESS OTHERWISE NOTED. SEE UTILITY PLANS FOR DETAILS.
5. EXISTING AGENTIES WITHIN CITY RIGHT OF WAY TO BE SALVAGED BY THE CONTRACTOR AND DELIVERED TO THE CITY.
6. COLD PLANE EXISTING PAVEMENT TO THE LIMITS AS SHOWN ON LAYOUT SHEETS.

7. CONTRACTOR TO PREPARE AND SUBMIT DETAILED CONSTRUCTION PHASING AND TRAFFIC HANDLING PLANS FOR CITY APPROVAL PRIOR TO CONSTRUCTION.
8. EXISTING ASPHALT CONCRETE MAY CONTAIN PAVEMENT FABRIC, ENGINEERED PAVING MAT, OR OTHER CONTAMINATED MATERIALS. CONTRACTOR IS RESPONSIBLE FOR DISPOSING OF ENCOUNTERED MATERIALS.
9. COORDINATE WITH GAS STATION ON SIGN RELOCATION AND ACCESS RESTRICTION PRIOR TO THE START OF DEMOLITION ACTIVITIES.
10. COORDINATE WITH ALL ADJACENT PARCELS OWNERS AND OCCUPANTS REGARDING CONSTRUCTION OPERATIONS TO SAID OWNER/TEHANT'S PROPERTY AND ACCESS RESTRICTIONS PRIOR TO THE START OF DEMOLITION ACTIVITIES.
11. EXISTING GRANITE ROCK FORMATIONS ARE EXPECTED WITHIN PROJECT LIMITS, BUT EXACT SUBSURFACE STRATA CONDITIONS ARE NOT KNOWN.

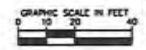
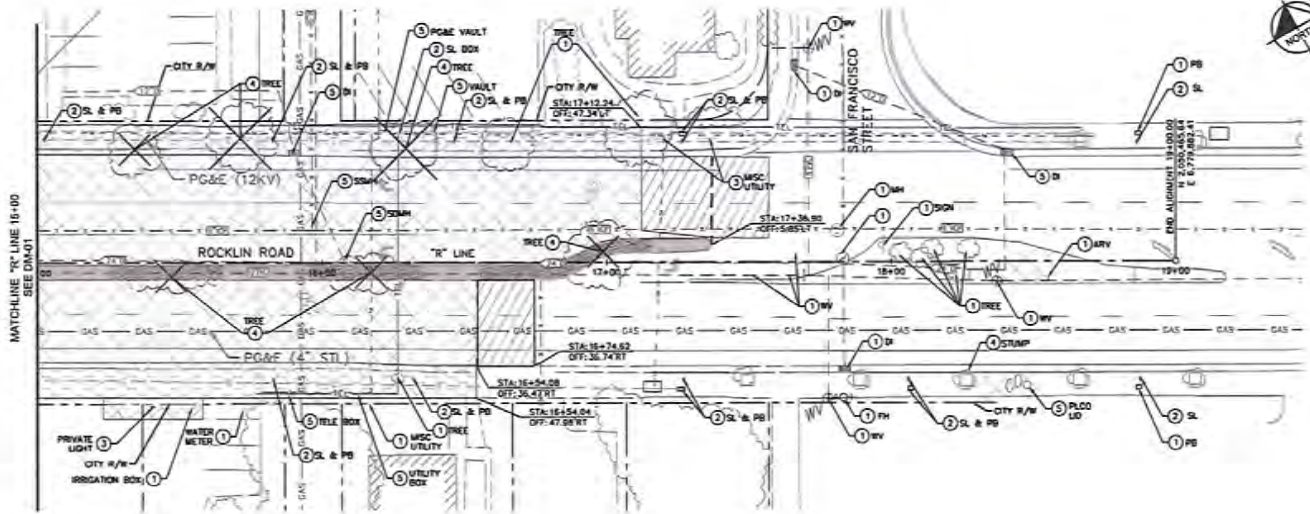
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15. SEE SANITARY SEWER PLANS FOR REPLACEMENT OF EXISTING UTILITIES.

DEMOLITION NOTES

- 1 EXISTING TO REMAIN
- 2 SALVAGE
- 3 RELOCATE
- 4 REMOVE
- 5 ADJUST TO GRADE

LEGEND

- ROADWAY EXCAVATION
- 0.15' COLD PLANE AC
- REMOVE CONCRETE SIDEWALK AND CURB AND GUTTER
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- REMOVE MEDIAN
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- SAMCUT
- EXISTING TREE
- REMOVE EXISTING TREE
- RIGHT OF WAY
- LIMIT OF GRADING
- SEWER LINE REPLACEMENT



NO.	REVISIONS	DATE	BY

Kimley Horn
 555 CAPITOL MALL, SUITE 300,
 SACRAMENTO, CA 95814
 PHONE: 916-858-5800
 WWW.KIMLEY-HORN.COM



PROJECT / DATE	DC
03/30/2021	
SCALE	
AS SHOWN	
DESIGNED BY	
DRAWN BY	
CHECKED BY	

PROJECT PLANS FOR CONSTRUCTION OF
 ROCKLIN ROAD AND PACIFIC STREET ROUNDABOUT PROJECT
DEMOLITION PLAN
 CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA

DM - 02
 SHEET NUMBER
 07 OF 57

4. SMC, 1070 WOODLUM PACIFIC ROAD EQUIPMENT - 03712000005, CAD PLAN SHEETS 07 DEMOLITION PLANS

CONSTRUCTION NOTES (ALL DEMOLITION PLAN SHEETS):

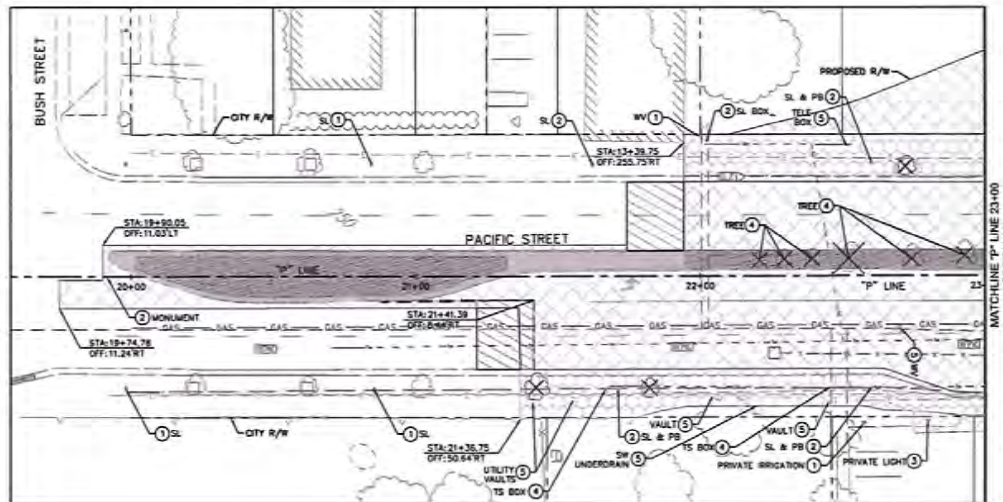
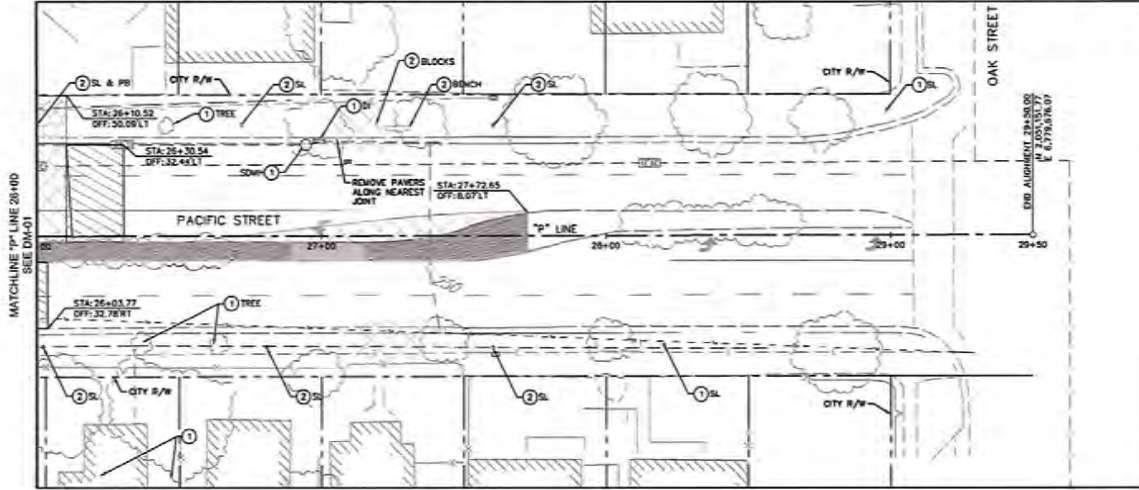
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- COORDINATE WITH ALL ADJACENT PARCELS OWNERS AND OCCUPANTS REGARDING CONSTRUCTION OPERATIONS TO SAID OWNER/TENANT'S PROPERTY AND ACCESS RESTRICTIONS PRIOR TO THE START OF DEMOLITION ACTIVITIES.
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- SALVAGE ALL IRRIGATION VALVES AND SPRAY HEADS. PROVIDE COLLECTED IRRIGATION EQUIPMENT (NOT PIPE) AND DELIVER TO CITY.
- ANY DAMAGE TO EXISTING IRRIGATION SYSTEM AND LANDSCAPE AREAS BEYOND LIMITS OF WORK AS A RESULT OF CONSTRUCTION IMPROVEMENTS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE ENGINEER. WHEN REPAIRING, UTILIZE/REPLACE WITH NEW LINE EQUIPMENT (HEADS, VALVES, PIPE, ETC.) AND PLANT MATERIALS AS NEEDED. ASSURE ADEQUATE IRRIGATION COVERAGE TO DISTURBED LANDSCAPED AREAS.
- CONTRACTOR TO SALVAGE ALL EXISTING SIGNAL EQUIPMENT TO THE CITY. ALL EXISTING TRAFFIC SIGNAL CONDUITS SHALL BE ABANDONED IN PLACE. CONTRACTOR SHALL REMOVE AND DISPOSE OF EXISTING TRAFFIC SIGNAL CONDUITS.
- SEE SANITARY SEWER PLANS FOR REPLACEMENT OF EXISTING UTILITIES.

DEMOLITION NOTES

- EXISTING TO REMAIN
- SALVAGE
- RELOCATE
- REMOVE
- ADJUST TO GRADE

LEGEND

- ROADWAY EXCAVATION
- 0.15' COLD PLANE AC
- REMOVE CONCRETE SIDEWALK AND CURB AND GUTTER
- REMOVE CONCRETE ROADWAY
- REMOVE MEDIAN
- CLEARING & GRUBBING (TYP IN MEDIANS)
- SAWCUT
- EXISTING TREE
- REMOVE EXISTING TREE
- RIGHT OF WAY
- LIMIT OF GRADING



NO.	REVISIONS	DATE	BY

Kimley-Horn
 555 CAPITOL MALL, SUITE 300,
 SACRAMENTO, CA 95814
 PHONE: 916-658-5800
 WWW.KIMLEY-HORN.COM



PROJECT # _____
 DATE _____
 PROJECT NAME: MARCH 30, 2021
 SCALE: AS SHOWN
 DESIGNED BY: SH/MP
 DRAWN BY: _____
 CHECKED BY: _____

PROJECT PLANS FOR CONSTRUCTION OF
 ROCKLIN ROAD AND PACIFIC STREET ROUNDABOUT PROJECT
DEMOLITION PLAN
 CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA



DM - 03
 SHEET NUMBER
 08 OF 57

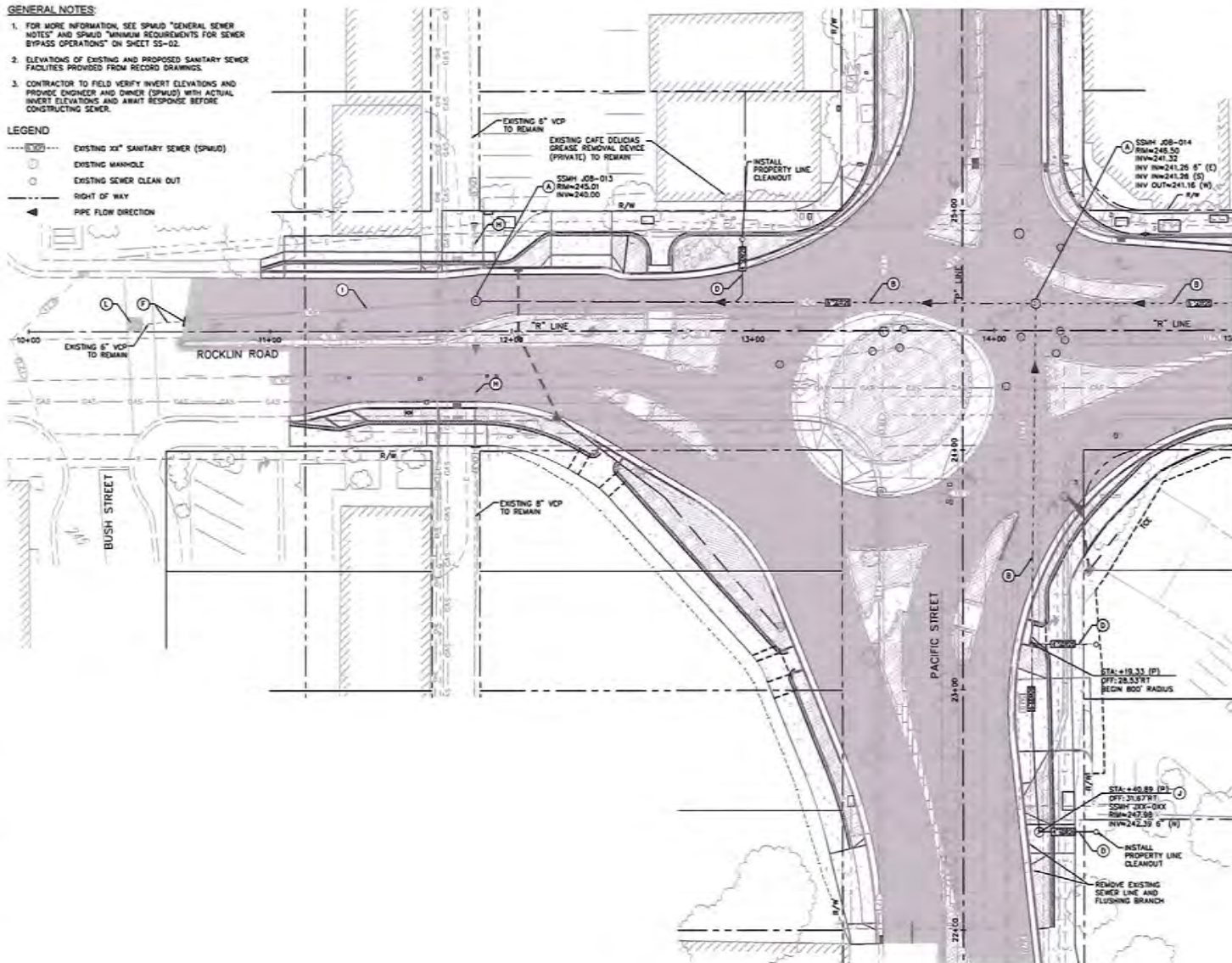
K:\MAG. IPT\ROCKLIN PACIFIC ROAD ROUNDABOUT - 49722008.VDS.CADD\PLAN SHEETS\57 - SEWER PLAN AND PROJECTIONS

GENERAL NOTES:

1. FOR MORE INFORMATION, SEE SP4UD "GENERAL SEWER NOTES" AND SP4UD "MINIMUM REQUIREMENTS FOR SEWER BYPASS OPERATIONS" ON SHEET SS-02.
2. ELEVATIONS OF EXISTING AND PROPOSED SANITARY SEWER FACILITIES PROVIDED FROM RECORD DRAWINGS.
3. CONTRACTOR TO FIELD VERIFY INVERT ELEVATIONS AND PROVIDE ENGINEER AND OWNER (SP4UD) WITH ACTUAL INVERT ELEVATIONS AND AWWA RESPONSE BEFORE CONSTRUCTING SEWER.

LEGEND

- EXISTING 24" SANITARY SEWER (SP4UD)
- EXISTING MANHOLE
- EXISTING SEWER CLEAN OUT
- - - RIGHT OF WAY
- ◀ PIPE FLOW DIRECTION



SEWER REPLACEMENT NOTES

- (A) REMOVE AND REPLACE MANHOLE (48" DIAM).
- (B) REMOVE EXISTING VCP SEWER AND INSTALL PVC SEWER (20R 20).
- (C) REMOVE AND REPLACE SEWER LATERAL & PICS UP TO AND INCLUDING THE EXISTING P.I.C.D. LATERAL MATERIAL SHALL MATCH MAINLINE PIPE MATERIAL.
- (D) CUT, CAP, AND ABANDON EXISTING SEWER LINE.
- (E) REMOVE AND REPLACE MANHOLE (60" DIAM) AND INSTALL HDGE DROP CONNECTION.
- (F) EXISTING SEWER TO REMAIN, PROTECT IN PLACE.
- (G) REMOVE EXISTING SEWER LINE.
- (H) INSTALL NEW MANHOLE (48" DIAM).
- (I) REMOVE EXISTING FLUSHING BRANCH, CS BOX, AND CONCRETE COLLAR. FILL EXISTING PIPE WITH CLEAN SAND OR SLURRY PER SP4UD STANDARDS AND SPECIFICATIONS, AND CAP PIPE ENDS. RESTORE PAVEMENT PER CITY STANDARDS AND PER SECTION SHOWN ON TX-01.

MATCHLINE "R" LINE 15+00
SEE SS-02

No.	REVISIONS	DATE	BY

Kimley-Horn
 555 CARTER MALL, SUITE 300,
 SACRAMENTO, CA 95814
 PHONE: 916-868-5800
 WWW.KIMLEY-HORN.COM



PROJECT # 0918008
 DATE MARCH 30, 2021
 SCALE AS SHOWN
 DESIGNED BY SH/MB
 DRAWN BY SH/MB
 CHECKED BY DC

PROJECT PLANS FOR CONSTRUCTION OF
 ROCKLIN ROAD AND PACIFIC STREET ROUNDABOUT PROJECT
**SANITARY SEWER
 PLANS**
 CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA

SS-01
 SHEET NUMBER
 27 OF 57

SEWER NOTES (SOUTH PLACER MUNICIPAL UTILITY DISTRICT)

- ALL SANITARY SEWER CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT STANDARD SPECIFICATIONS AND IMPROVEMENT STANDARDS FOR SANITARY SEWERS, LATEST EDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL INFORMATION, DRAWINGS AND REQUIREMENTS FROM SPMUD NECESSARY TO COMPLETE THE WORK SHOWN ON THESE PLANS.
- THE CONTRACTOR SHALL NOTIFY SPMUD 48 HOURS PRIOR TO THE START OF SEWER CONSTRUCTION, AND TO ARRANGE FOR A PRE-CONSTRUCTION MEETING (916)-786-8555.
- ALL SEWER PIPE SHALL BE VITRIFIED CLAY PIPE, EXTRA STRENGTH, UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL EXPOSE EXISTING SEWER LINES TO VERIFY LOCATION AND INVERTS PRIOR TO THE PLACEMENT OF PIPE.
- SEWER MANHOLES SHALL BE VACUUM TESTED FOR LEAKAGE PER SPMUD REQUIREMENTS.
- THE CONTRACTOR SHALL NOTIFY SPMUD FIVE (5) DAYS PRIOR TO SCHEDULED AIR TEST, T.V. INSPECTION, AND BALL AND FLUSH. (916)-786-8555.
- THE FLOWLINE OF ANY SANITARY SEWER SERVICE ENTERING A MANHOLE SHALL MATCH THE CROWN OF THE EXITING SEWER MAINLINE UNLESS OTHERWISE NOTED.
- BOOTS ARE NOT ALLOWED AT MANHOLE CONNECTIONS. ALL MANHOLE CONNECTIONS SHALL HAVE A GASKETED BELL CAST INTO THE MANHOLE.
- PRIOR TO THE START OF ANY GRADING OR CONSTRUCTION, THE CONTRACTOR SHALL T.V. INSPECT AND MAY BE REQUIRED TO PERFORM AN ACCEPTANCE TEST (AIR TEST) FOR LEAKAGE ON THE EXISTING SEWER WITHIN THIS PROJECT TO DEMONSTRATE THE CONDITION THEREOF. UPON COMPLETION OF CONSTRUCTION THE CONTRACTOR SHALL RE-TEST AND RE-T.V. INSPECT THE SAME EXISTING SEWER. ANY INDICATED ADDITIONAL DAMAGE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND REPAIRED AT HIS EXPENSE PRIOR TO SEWER FINAL. ALL WORK AND TESTING IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE PERFORMED IN THE PRESENCE OF SPMUD. THE CONTRACTOR IS ADVISED THAT THE SEWER IS SUBJECT TO CLEANING PRIOR TO T.V. INSPECTION.
- PORTIONS OF THE EXISTING SEWER MAY BE SUBJECT TO CLEANING BY THE CONTRACTOR, AT THE DIRECTION OF SPMUD, PRIOR TO SEWER FINAL.
- **CONFINED SPACE ENTRY (SPMUD SEWER MANHOLES).** IT IS THE CONTRACTOR'S RESPONSIBILITY AS HOST EMPLOYER TO HAVE A CONFINED SPACE ENTRY PROGRAM IN COMPLIANCE WITH THE REQUIREMENTS OF SECTIONS 5154-5155 OF TITLE 8 GENERAL INDUSTRIAL SAFETY ORDERS, CALIFORNIA CODE OF REGULATIONS. SPMUD'S EXISTING MANHOLES ARE "PERMIT REQUIRED" CONFINED SPACES. THE HOST EMPLOYER'S CONTRACTOR MUST STRICTLY CONFORM TO SPMUD'S PERMIT REQUIRED CONFINED SPACE PROGRAM IN ENTERING ANY SPMUD OWNED MANHOLE.
- UPON PROJECT SEWER COMPLETION AND PRIOR TO FIELD FINAL, A FULL AND COMPLETE SET OF THE IMPROVEMENT PLAN DRAWINGS--AND SHOWING ALL AS-BUILT OR RECORD CHANGES TO THE SEWER--SHALL BE SUBMITTED TO SPMUD IN A DIGITAL VERSION ON CD OR DVD MEDIA IN AN ADOBE ADOBE (PDF FILE) AND AUTOCAD 2004 FORMAT (EITHER DWG OR DWT FILE), AND BE ON THE FOLLOWING SPMUD COORDINATE SYSTEM: CALIFORNIA COORDINATE SYSTEM STATE PLANE ZONE 2, NAD 1983 (CONUS), US SURVEY FEET.

MINIMUM REQUIREMENTS FOR SEWER BYPASS OPERATIONS (SPMUD)

- SEWER REHABILITATION WILL NECESSITATE THE BYPASS OF LIVE SEWER LINES, INCLUDING SERVICE LATERALS. THE CONTRACTOR SHALL MAKE PROVISIONS TO ENSURE UNINTERRUPTED SERVICE TO THE HOMES SERVED BY THE PIPING UNDER REHABILITATION IN SUCH A FASHION, THAT NO SEWER SPILLS OCCUR. THE CONTRACTOR SHALL SUBMIT A BYPASS PLAN TO THE DISTRICT AND OBTAIN THE APPROVAL OF THE DISTRICT FOR THE METHOD OF SEWER BYPASS PRIOR TO INITIATION. LABOR AND EQUIPMENT USED FOR SEWER BYPASS OPERATIONS SHALL BE PROVIDED BY THE CONTRACTOR AT HIS OWN EXPENSE.
- THE DISTRICT SHALL PROVIDE FLOW CHARACTERISTICS AND ESTABLISH THE OUTPUT CAPACITY (IN GPM) REQUIRED FOR THE PUMPS BASED ON KNOWN DAILY PEAK FLOWS WITH A SAFETY FACTOR.
 - SEWER LINE AND LATERALS SHALL BE REINSTATED AT THE END OF EACH SHIFT OR CONTINUOUS MONITORING BY THE CONTRACTOR SHALL BE PROVIDED.
 - A MANHOLE SHALL NOT BE USED AS A WET WELL. IT IS REQUIRED THAT THE SUCTION HOSE(S) BE COUPLED TO A FLOW-THROUGH PLUG THAT IS INSERTED INTO THE UPSTREAM PIPE COMING INTO A MANHOLE.
 - REDUNDANCY: TWO PUMPS, EACH WITH THE CAPABILITY OF HANDLING THE FLOWS, ARE REQUIRED. THE SUCTION HOSES OF THE TWO PUMPS SHALL BOTH CONNECT TO THE FLOW-THROUGH PLUG WITH A WYE FITTING. IF THE PRIMARY PUMP FAILS, THE SECOND PUMP CAN BE STARTED IMMEDIATELY AND TAKE THE FLOWS UNTIL THE PRIMARY PUMP FAILURE IS RESOLVED. THE DISCHARGE PIPE/HOSE SHALL BE CONNECTED TO THE PUMPS IN THE SAME MANNER AS THE SUCTION HOSES UNLESS OTHERWISE APPROVED BY THE DISTRICT.
 - THE ENTIRE SYSTEM SHALL BE TESTED WITH FRESH WATER IN THE PRESENCE OF THE DISTRICT INSPECTOR, FOR LEAKAGE. ANY AND ALL LEAKS SHALL BE CORRECTED PRIOR TO STARTUP OF THE BYPASS OPERATIONS.
 - FOR LARGE VOLUME SETUPS, THE DISTRICT MAY REQUIRE THAT THE BYPASS OPERATIONS BE MONITORED CONTINUOUSLY TO ENSURE PROPER FUNCTION.
 - BYPASS OPERATIONS SHALL ACCOMMODATE TRAFFIC FROM THE PUBLIC STREETS AND PRIVATE PROPERTY SUCH AS DRIVEWAY ACCESS AND MUST COMPLY WITH THE LOCAL GOVERNING AGENCY REQUIREMENTS.
 - THE CONTRACTOR'S SUBMITTAL OF HIS PROPOSED BYPASS PLAN MUST COMPLY WITH THE ABOVE MINIMUM REQUIREMENTS AND MUST INCLUDE A SINGLE DETAIL DRAWING OF THE SETUP, THE PUMP CURVE(S), SIZE/TYPE OF THE HOSES/PPHC AND A NARRATIVE DESCRIBING THE BYPASS OPERATIONS.
 - CONTRACTOR SHALL PROVIDE AN EMERGENCY RESPONSE PLAN THAT DETAILS SPILL CONTAINMENT AND PROPER CLEAN UP.
 - CONTRACTOR MAY BE LIABLE FOR COSTS INCURRED BY DISTRICT RELATED TO A FAILURE OF THE BYPASS OPERATIONS.

SEWER REPLACEMENT NOTES

- (A) REMOVE EXISTING VCP SEWER AND INSTALL PVC SEWER (SDR 25).
- (B) REMOVE EXISTING VCP SEWER AND INSTALL NEW VCP SEWER.
- (C) REMOVE AND REPLACE SEWER LATERAL & PLOC UP TO AND INCLUDING THE EXISTING PLOC. LATERAL MATERIAL SHALL MATCH MAINLINE PIPE MATERIAL.
- (D) REMOVE AND REPLACE SEWER LATERAL. LATERAL MATERIAL SHALL MATCH MAINLINE PIPE MATERIAL.
- (E) REMOVE AND REPLACE MANHOLE (60" DIAM) AND INSTALL INSIDE DROP CONNECTION.
- (F) EXISTING SEWER TO REMAIN. PROTECT IN PLACE.
- (G) REMOVE EXISTING VCP TO NEAREST JOINT. LOCATION TO BE DETERMINED BASED ON INTEGRITY OF PIPE, IN COORDINATION WITH SPMUD.

NO.	REVISIONS	DATE	BY

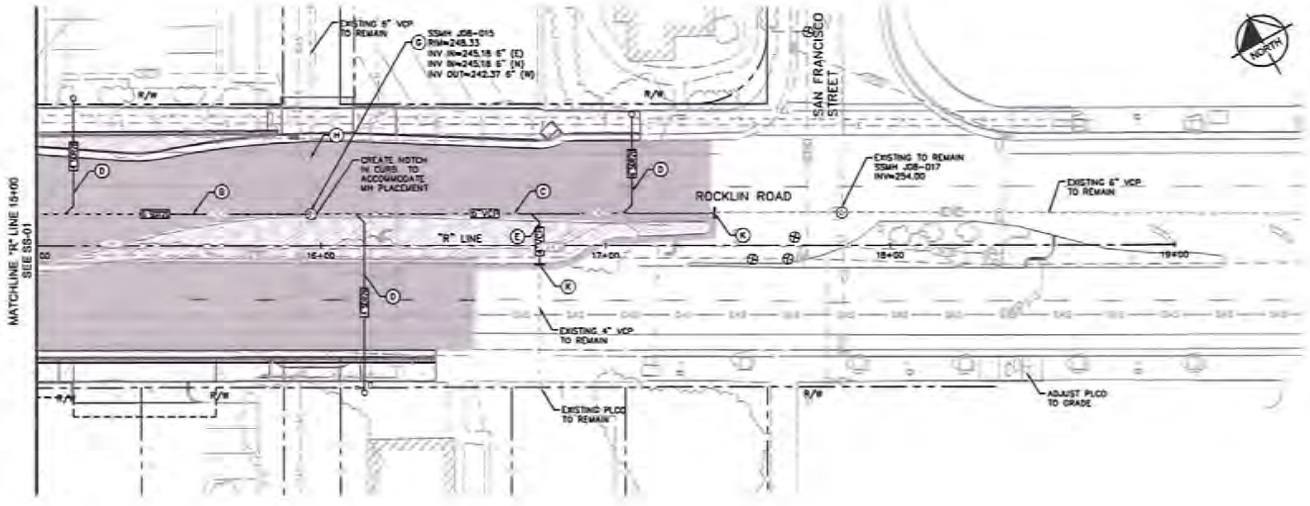
Kimley-Horn
 505 PEARSON HALL, SUITE 300
 SACRAMENTO, CA 95834
 PHONE: 916-959-5800
 WWW.KIMLEY-HORN.COM



PROJECT # 091716006
 MARCH 30, 2021
 SCALE AS SHOWN
 DESIGNED BY SH/AM
 DRAWN BY SH/AM
 CHECKED BY DC

PROJECT PLANS FOR CONSTRUCTION OF
 ROCKLIN ROAD AND PACIFIC STREET ROUNDABOUT PROJECT
SANITARY SEWER PLANS
 CITY OF ROCKLIN, PLACER COUNTY, CALIFORNIA

SS-02
 SHEET NUMBER
 28 OF 57



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**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Carie Huff, District Engineer

Cc: Herb Niederberger, General Manager

Subject: Disbursement of Security in Connection with the Granite Terrace Subdivision Improvement Agreement with the City of Rocklin

Meeting Date: November 4, 2021

Background

The Granite Terrace Subdivision is located in Rocklin between Granite Drive and Racetrack Road near the Placer County library. The subdivision consists of forty-one single family homes with a gravity sewer system internal to the subdivision and a lift station that pumps out to Granite Drive. The project has been in construction since 2018 and has yet to be completed. Earlier this year, the developer requested that the City of Rocklin proceed with filing of the final map prior to completion of the sewer improvements. Since the recordation of a final map creates legal lots, District staff requested that security be provided for the remaining sewer improvements. The City of Rocklin included the District's security requirements into the Granite Terrace Subdivision Improvement Agreement, included as attachment 1 to this staff report. Since the District is not signatory to the Subdivision Improvement Agreement, the District's legal counsel and the City of Rocklin's legal counsel generated the Disbursement of Security in Connection with the Granite Terrace Subdivision Improvement Agreement. In the event that the improvements are not constructed, this agreement provides the mechanism to fund any outstanding improvements.

Should the Board approve Resolution 21-41, included as attachment 2 to this report, the signed agreement will be sent to the City of Rocklin for approval and signature and the District will receive a fully executed copy once it is signed.

Recommendation

Staff recommends that the Board of Directors:

- Adopt Resolution 21-41 to authorize the General Manager to enter into an agreement with the City of Rocklin for Disbursement of Security in Connection with the Granite Terrace Subdivision Improvement Agreement.

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

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

Fiscal Impact

The Granite Terrace Disbursement Agreement provides security in the event that the sewer improvements are not completed per the improvement plans.

Attachments:

1. Granite Terrace Subdivision Improvement Agreement
2. Resolution No. 21-41 – Authorization to Enter into an Agreement with the City of Rocklin for Disbursement of Security in Connection with the Granite Terrace Subdivision Improvement Agreement.
3. Disbursement of Security in Connection with the Granite Terrace Subdivision Improvement Agreement.

Recording Requested by
and Return to:

City Clerk
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

No Fee Per Gov't Code §27383

Subdivision Name: **GRANITE TERRACE**
Subdivision No.: **(SD-2013-04)**
Recorded at: Book ____ of Maps, at Page ____
Placer County Recorder
Principal: **Rocklin 41, LLC, a Utah limited liability**
Effective Date: September 28th, 2021

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement ("Agreement") is entered into by and between the City of Rocklin, hereinafter called "City," and **Rocklin 41, LLC, a Utah limited liability company**, hereinafter called "Principal," on the 28th day of September, 2021.

RECITALS

1. Principal has received approval from City of a tentative Subdivision Map commonly known as **GRANITE TERRACE** ("the Subdivision").
2. Principal wishes to have filed for record a final Subdivision Map, ("the Map"), in substantial conformity with the approved tentative Map. A copy of a summary representation of the Map is attached hereto as Exhibit 1 and by this reference incorporated herein.
3. City has conditionally approved the Map, subject to the execution of this Agreement.
4. Principal is willing to execute this Agreement as a condition precedent to the recording of the Map.

5. The authority for this Agreement is set forth in the Subdivision Map Act ("the Map Act") (Government Code section 66410 et seq.) and Title 16 of the Rocklin Municipal Code ("Title 16").

AGREEMENT

6. **Acceptance of Rights of Way.** City hereby accepts on behalf of the public all lands, rights of way, and easements offered for dedication on the Map, in accordance with the conditions hereinafter set forth.

7. **Improvements.** Principal agrees to complete all the works of improvement ("the Improvements") required for the Subdivision as shown on the final improvement plans for the Subdivision submitted to and approved by the City Engineer and on file in the office of the City Engineer, in accordance with the requirements of the Map Act, Title 16, and the Standard Specifications of City in effect at the time of the installation of the Improvements. The portion of the Improvements pertaining to the sewer collection system and lift station (the "Sewer Improvements") shall be performed in accordance with the applicable specifications and ordinances of the South Placer Municipal Utility District ("SPMUD") as a condition of SPMUD's acceptance thereof. SPMUD owns, operates and maintains the public sewer system within the City limits. Principal is solely responsible for obtaining such approvals and acceptance of the Sewer Improvements by SPMUD, and the City shall have no obligation in connection therewith. Such work will be completed within **twelve (12)** months of the date of this Agreement.

8. **Acceptance of Improvements upon Completion.** Upon satisfactory completion of the Improvements in accordance with the approved improvement plans, the Standard Specifications and the conditions of approval of the tentative Subdivision Map, City agrees to accept for maintenance the Improvements (except for the Sewer Improvements) and any off-site easements accepted by City, subject to the provisions of Paragraph 10 hereof. The acceptance of the ownership, operation and maintenance of the Sewer Improvements is not a City function, and is subject to the separate review and approval of SPMUD according to its specifications and ordinances. The Improvements shall not be deemed completed until all Improvements, including the Sewer Improvements, have been completed and accepted by the respective government entity.

9. **Notice Regarding Construction.** Principal shall notify the City Engineer 48 hours prior to commencement of construction of the Improvements.

10. **Warranty.** Principal agrees to remedy any defects in the Improvements arising from faulty or defective design or construction of said Improvements occurring within twelve (12) months after acceptance thereof has been given in writing by the City Council. Principal shall also comply with all applicable warranty requirements for the Sewer Improvements as may be required by SPMUD (12-months for the gravity portion

of the Sewer Improvements and 18-months for the lift station per SPMUD Standards and Specifications).

11. **Indemnity and Hold Harmless.** Principal agrees to and shall defend, indemnify and hold harmless City, its officers, employees, agents and volunteers (collectively, the “Indemnified Parties”) from and against all claims, damages, losses and expenses, including attorneys fees and litigation costs and expenses, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Principal, any subcontractor of Principal, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the Indemnified Parties. Lack of insurance coverage does not negate Principal’s obligation under this paragraph or this Agreement. This indemnity shall extend to SPMUD to the extent of work performed in connection with the Sewer Improvements.

12. **Delay.** If the construction of the Improvements shall be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

13. **Security.** Principal shall furnish to City security to ensure the faithful performance of all duties and obligations of Principal herein contained. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City. SPMUD shall be deemed a third party beneficiary of the Sewer Improvement Security (as defined below), and City may disburse and/or assign to SPMUD any portion of the Sewer Improvement Security upon demand in the event of Principal’s failure to perform hereunder. Such security shall be in the following amounts for the following purposes:

(a) **Performance:** One hundred percent (100%) of the estimated cost of the outstanding Improvements securing performance of this Agreement, which estimated cost is in the amount of: ONE MILLION ONE HUNDRED NINETY NINE THOUSAND SIX HUNDRED EIGHTY NINE dollars (\$1,199,689.00) (which includes the estimated cost of the Sewer Improvements in the amount of \$1,000,000.00 (the “Sewer Improvement Security”)).

(b) **Payment of Labor and Materials:** One hundred percent (100%) of the estimated cost of the Improvements, as set forth in Paragraph (a) immediately preceding, securing payment to the contractor of Improvements, to his subcontractors, and to persons furnishing labor, materials, or equipment to them.

(c) **Warranty:** The amount of FIVE HUNDRED FIFTY FOUR THOUSAND SIX HUNDRED NINETY THREE dollars (\$554,693.00). The above amount represents 20% of the cost of the Improvements to guarantee and warrant the Improvements for a period of one (1) year following the completion and acceptance of the Improvements against any defects in the improvement design, the work, or the labor done, or defects in materials furnished. This security need not be furnished prior to completion of the Improvements, but must be provided prior to their acceptance.

(d) **Survey Monumentation:** One hundred percent (100%) of the estimated cost of the installation of the survey monuments, which estimated cost is in the amount of FIVE THOUSAND dollars (\$5,000.00).

14. **Irrevocability of Security.** The improvement security furnished pursuant to Paragraph 13 shall be irrevocable, shall not be limited as to time (except as to the 1-year and 18 month periods specified in Paragraph 10), and shall provide that it shall be released, in whole or in part, only upon the written approval of the City Engineer or delegate; or, in the case of the Sewer Improvements, the written approval of the SPMUD District Engineer shall also be required.

15. **Actions.** At City's option, any action by any party to this Agreement, or any action concerning the security furnished pursuant to Paragraph 13, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, notwithstanding any other provision of law which may provide that such action may be brought in some other location.

16. **Inspection; Release of Security For Faithful Performance.** Principal may, from time to time, request the City Engineer to inspect the Improvements as they progress. The City Engineer may, if the work is found by City Engineer to be in accordance with the Standard Specifications, choose to accept so much of that work as is completed, and authorize a release pro tanto of the security provided pursuant to Paragraph 13(a); provided, however, that in no event shall the release of more than eighty (80%) of the improvement security be authorized until all the work has been completed and accepted.

17. **Release of Remaining Security For Faithful Performance: Warranty.** At the conclusion of the construction of the Improvements, and upon written acceptance of them by the City Council and approval of a Notice of Completion, the City Engineer shall authorize the release of the security provided pursuant to Paragraph 13(a) upon the furnishing of the warranty security as required by Paragraph 13(c).

18. **Release of Security Where Other Agency Approval Required.** Notwithstanding paragraphs 16 and 17, where any portion of the Improvements is subject to approval by another agency, no release of security equal to the value of those Improvements shall be made until the work is completed to the satisfaction of such

other agency. Such other agency shall have two (2) months after completion of the performance of the obligation in which to register satisfaction or dissatisfaction. If at the end of that period it has not registered satisfaction or dissatisfaction, it shall be conclusively deemed that the performance of the obligation was done to its satisfaction.

19. **Release of Labor and Materials Security.** Ninety (90) days after a notice of completion is filed with respect to the Improvements, the City Engineer may authorize the release of the security given to secure payment for labor and materials as provided in Paragraph 13(b) of this agreement, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it.

20. **Insurance.** Principal shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Principal, its agents, representatives, or employees.

A. Minimum Scope and limit of Insurance

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Principal has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. ***(Not required if Principal provides written verification it has no employees)***

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of

the Principal including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Principal's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. **Primary Coverage.** For any claims related to this contract, the Principal's insurance coverage shall be primary with coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers, and shall be excess of the Principal's insurance and shall not contribute to it.

3. **Notice of Cancellation.** Each insurance policy required above shall not be canceled, except with notice to the City.

4. **Waiver of Subrogation.** Principal hereby grants to City a waiver of any right to subrogation which any insurer of said Principal may acquire against the City by virtue of the payment of any loss under such insurance. Principal agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Principal to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7. **Claims Made Policies.** If any of the required policies provide coverage on a claims made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior

to the contract effective date, the Principal must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

8. **Verification of Coverage.** Principal shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and copies of the Declarations and Endorsement Pages of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Principal’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. **Subcontractors.** Principal shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Principal shall ensure that City is an additional insured on insurance required from subcontractors.

10. **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

21. **Monuments.** Principal agrees to install, on or before **December 31, 2021**, such survey monuments as may be required by the City Engineer. Upon the installation of such monuments, and their acceptance by the City Engineer, the security provided therefor shall be released.

22. **Failure of Performance.** In the event Principal fails to perform one or more of the conditions herein, Principal hereby grants to City and its agents the irrevocable right to enter upon the Subdivision to construct the Improvements required to be built under this Agreement. In the event Principal fails to perform one or more of the conditions herein, City shall have recourse to the security given to guarantee the performance of such acts. City shall have recourse against so much of the security as is necessary to discharge the responsibility of Principal hereunder. City shall have recourse against Principal for any and all amounts necessary to complete the obligations of Principal in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by the City, in addition to the costs of the Improvements, shall be a proper charge against the security and/or Principal.

23. **Attorney's Fees.** If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in

relation to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.

Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

24. **Agreement Binding on Successors, Etc.** This Agreement shall be binding upon all the heirs, successors, and assigns of all parties, and the same shall be recorded in the office of the Recorder of Placer County upon its execution, and shall be a covenant running with the land and equitable servitude upon the parcel or parcels of real property subdivided by the Map.

25. **Subdivision Map Act Controlling.** To the extent any provision of this Agreement conflicts with any provision of the Map Act, the applicable provision of such Act shall control, and no action taken pursuant to this Agreement which conflicts with any provision of the Map Act shall relieve the person taking such action from compliance with the provisions of the Map Act.

26. **Waiver.** Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.


[Signatures on next page]

WHEREFORE, the parties hereto have executed this Agreement on the day and in the year first above written.

CITY OF ROCKLIN

By:  _____
Aly Zimmermann, City Manager

PRINCIPAL

Rocklin 41, LLC, a Utah limited liability company
By:  _____
Cameron Tea, Manager

APPROVED AS TO FORM:
Armeen Komeili



Sheri Chapman
City Attorney

ATTEST:



Hope Ithurnburn
City Clerk

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Placer }

On Oct. 7, 2021 before me, Sarina Yvette Friend, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Aly Zimmermann
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Sarina Yvette Friend
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

All-purpose Acknowledgment California

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

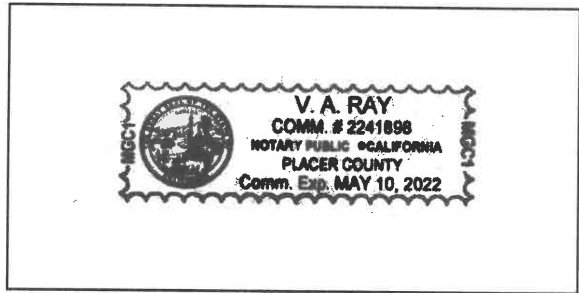
State of California

County of Placer

On 09/21/2021 before me, V. A. Ray Notary Public (here insert name and title of the officer),

personally appeared Cameron Tea

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



Notary Seal

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]

For Bank Purposes Only

Description of Attached Document

Type or Title of Document _____

Document Date _____ Number of Pages _____

Signer(s) Other Than Named Above _____

Account Number (if applicable) _____



EXHIBIT 1

“Summary Representation of the Map”

RESOLUTION NO. 2021-163

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
CONDITIONALLY APPROVING THE FINAL MAP OF
GRANITE TERRACE SUBDIVISION/(SD-2013-04)
AND APPROVING AND AUTHORIZING EXECUTION
OF A SUBDIVISION IMPROVEMENT AGREEMENT

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin hereby finds as follows:

A. That a tentative subdivision map for a subdivision known as GRANITE TERRACE/(SD-2013-04) (the "Subdivision") and submitted by Maverick Partners West, which was subsequently sold to Rocklin 41, LLC, a Utah limited liability company (the "Subdivider"), was approved subject to certain conditions;

B. That the Subdivider has fully satisfied all said conditions, except for certain subdivision improvements, if any, that have not been completed and accepted, and as to those improvements Subdivider has stated that it is willing to execute and provide security for a Subdivision Improvement Agreement obligating Subdivider to complete the improvements within a specified period of time. Subdivider now desires to record a final map for the Subdivision; and

C. That the City Engineer has reviewed the final map for the Subdivision and has determined that it substantially conforms to the approved tentative map and all conditions and requirements of that approval, and now recommends conditional approval of the final map, subject to Subdivider's execution of a Subdivision Improvement Agreement and providing of the security required pursuant to said agreement and Title 16 of the Rocklin Municipal Code.

Section 2. The City Council hereby conditionally approves the final map for the Subdivision on file with the City Clerk, subject to Subdivider's execution of a Subdivision Improvement Agreement and providing of the security required pursuant to said agreement and Title 16 of the Rocklin Municipal Code, and accepts on behalf of the public the dedication of the streets and easements shown and offered on the final map for the Subdivision, subject to improvement of said streets and easements and acceptance thereof by the City. The City Council hereby further accepts on behalf of the public the dedication of the following:

LOT "B" FOR OPEN SPACE PURPOSES

Section 3. The Subdivision Improvement Agreement attached hereto as Exhibit A and by this reference incorporated herein is hereby approved and the City Manager is authorized and directed to execute the agreement on behalf of the City.

Section 4. The City Manager is hereby authorized to enter into an agreement with the South Placer Municipal Utility District to formalize the disbursement of security related to sewer improvements in connection with the Subdivision Improvement Agreement should the Subdivider fail to complete the required sewer improvements. The agreement shall be subject to review and approval as to form by the City Attorney.

Section 5. The City Clerk is hereby authorized and directed to record the final map for the Subdivision, following the satisfaction of the above conditions, and all related documents referred to in this Resolution, in the Office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 28th day of September, 2021, by the following vote:

AYES: Councilmembers: Broadway, Gayaldo, Halldin, Janda, Patterson

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None




Jill Gayaldo, Mayor

ATTEST:



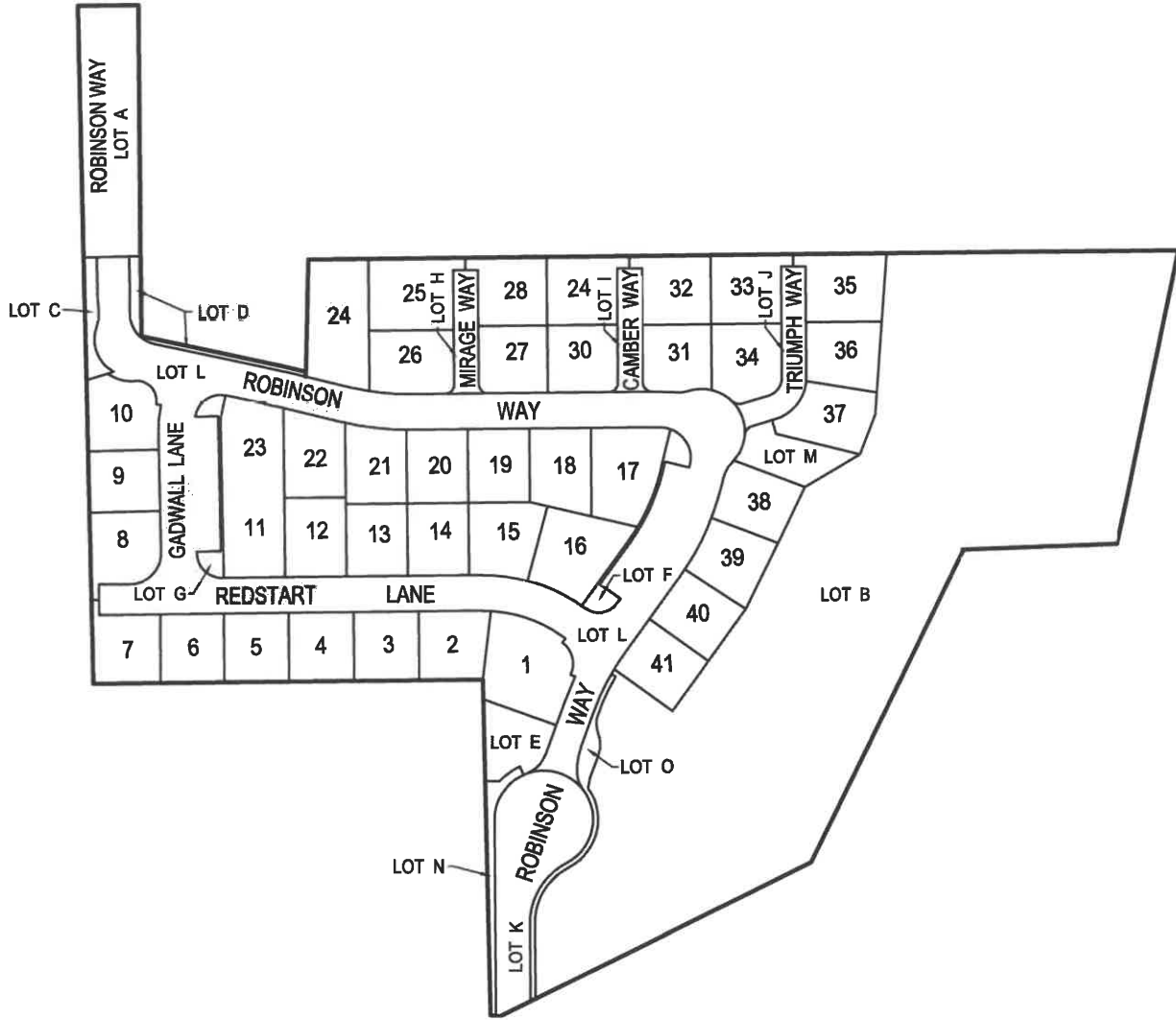
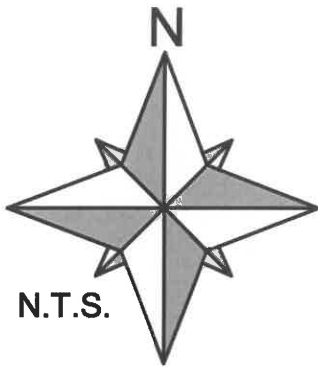
Hope Ithurburn, City Clerk

The foregoing instrument is a correct copy of the original document on file in this office.

Attest: 

Deputy City Clerk
City of Rocklin

EXHIBIT "1"
 FINAL MAP
 GRANITE TERRACE



SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 21-41

**AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE CITY OF
ROCKLIN FOR DISBURSEMENT OF SECURITY IN CONNECTION WITH THE
GRANITE TERRACE SUBDIVISION IMPROVEMENT AGREEMENT**

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

WHEREAS, the City executed the Granite Terrace Subdivision Improvement Agreement and approved the final map of the Granite Terrace Subdivision on September 28, 2021 in Rocklin, Placer County, California; and

WHEREAS, the sewer improvements included as part of the Granite Terrace Subdivision (including the lift station), “the Project,” have not been completed, tested, or accepted by the District; and

WHEREAS, the City included provisions in the Subdivision Improvement Agreement that the outstanding sewer facilities (estimated to be \$1,000,000) still remaining to be constructed, tested and accepted by the District are covered by a Sewer Improvement Security provided to the City; and

WHEREAS, the District and the City have agreed to terms for apportioning and disbursing the proceeds of the security if triggered under the Subdivision Improvement Agreement.

NOW, THEREFORE BE IT RESOLVED, the South Placer Municipal Utility District Board of Directors authorizes the General Manager to enter into the attached Disbursement of Security in Connection with the Granite Terrace Subdivision Improvement Agreement.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 4th day of November 2021.

Signed: _____
Will Dickinson, President of the Board of Directors

Attest: _____
Emilie Costan, Board Secretary

AGREEMENT BETWEEN THE CITY OF ROCKLIN AND THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT FOR THE DISBURSEMENT OF SECURITY IN CONNECTION WITH THE GRANITE TERRACE SUBDIVISION IMPROVEMENT AGREEMENT (SUBDIVISION NO. SD-2013-04)

This Agreement (“Agreement”) is entered into as of the 4th day of November, 2021 by and between the City of Rocklin (“City”), a municipal corporation, and the South Placer Municipal Utility District, a Municipal Utility District formed under the laws of the State of California (“District”).

RECITALS

A. On or about September 28, 2021, the City and Rocklin 41, LLC, a Utah limited liability company (the “Principal”), executed a Subdivision Improvement Agreement for the Granite Terrace residential subdivision within the City limits, Subdivision No. SD-2013-04 (“Subdivision Improvement Agreement”), which is incorporated herein by reference.

B. Under the terms of the Subdivision Improvement Agreement, the Principal is obligated to furnish to the City security in the form of a corporate surety bond, a letter of credit or other instrument of credit issued by a banking institution as security for the faithful performance of Principal’s obligations to complete the construction of the Improvements and the Sewer Improvements as defined therein.

C. Under the Subdivision Improvement Agreement, the amount of security to be furnished to the City is \$1,199,689.00, of which \$1,000,000 is the estimated cost allocated for the completion of Sewer Improvements.

D. By this Agreement, the City and District wish to establish the terms and procedures for apportioning and disbursing the proceeds of the security if triggered under the Subdivision Improvement Agreement.

AGREEMENT

1. **City Obligations.** Should the Principal fail to complete the Sewer Improvements as required under the Subdivision Improvement Agreement, the City shall call on the bond or other security furnished by Principal. The City shall provide the District with the proceeds of the Sewer Improvement Security, as defined in the Subdivision Improvement Agreement, for up to \$1,000,000, unless otherwise specified under this Agreement, in order to build the Sewer Improvements. The City is not responsible for any work on or related to the Sewer Improvements.

2. **District Obligations.** All plans, design and completed work relating to the Sewer Improvements shall be approved by the District and constructed under its direction, with the District reserving the right to approve or reject any such design, plan or installation. The work performed shall be inspected and approved by the District before acceptance of the work by the District. The District shall have no obligation under this Agreement unless and until the District receives its share of the proceeds of the Sewer Improvement Security in advance.

3. **Sewer Improvement Expenses Limited to Security.** Neither this Agreement nor any provision hereof shall be construed to require or obligate the City or District to expend any City or District funds to complete the Sewer Improvements or otherwise expend funds unrelated to the Sewer Improvements which are not covered by the Sewer Improvement Security.

4. **Insufficient Security.** In the event the security furnished is insufficient to cover the costs of both the Improvements (within the purview of the City) and the Sewer Improvements (within the purview of the District), the City and District shall share in the security proportionally, based upon the allocation of the security to Improvements and Sewer Improvements in the Subdivision Improvement Agreement (approximately 83% allocated to Sewer Improvements and 17% to Improvements). In the event there are surplus security proceeds held by the District upon completion of the Sewer Improvements, the District shall disburse the surplus security to the City in the event the security disbursed to the City is insufficient to complete the construction of the Improvements. In the event there are surplus security proceeds held by the City upon completion of the Improvements (excluding the Sewer Improvements), the City shall disburse the surplus to the District in the event the security disbursed to the District is insufficient to complete the construction of the Sewer Improvements.

5. **Indemnification by City.** To the fullest extent allowed by law, City shall defend, indemnify and hold harmless District and its elected or appointed officials, directors, officers, agents, employees, volunteers, and guests against any claim or demand arising from any actual or alleged act, error, or omission by City or its elected or appointed officials, directors, officers, agents, employees, volunteers or guests arising from City's duties and obligations described in this Agreement or imposed by law, and including all claims for damages or injuries resulting from any work performed by the City or its contractors arising out of the construction and installation of the Improvements (excluding the Sewer Improvements) described in the Subdivision Improvement Agreement.

6. **Indemnification by District.** To the fullest extent allowed by law, District shall defend, indemnify and hold harmless City and its elected or appointed officials, directors, officers, agents, employees, volunteers, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its elected or appointed officials, directors, officers, agents, employees, volunteers or

guests arising from District's duties and obligations described in this Agreement or imposed by law, and including all claims for damages or injuries resulting from any work performed by the District or its contractors arising out of the construction and installation of the Sewer Improvements described in the Subdivision Improvement Agreement.

MISCELLANEOUS PROVISIONS

7. **Time is of the Essence.** Time is of the essence of this Agreement.
8. **Amendments/Supplemental Agreements.** This Agreement contains all the known and reasonably foreseeable covenants and Agreements between the parties with respect to the subject matter herein; provided, however, that this Agreement may be amended by, and/or supplemental agreements entered into between, the parties as may be necessary to further carry forward the purposes and intents contained herein. Any such amendment or supplemental agreement shall be in writing and be approved by the District's Board of Directors and the Rocklin City Council.
9. **Assignment.** Neither Party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.
10. **Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall, unless amended or modified by mutual consent of the Parties, continue in full force and effect so long as enforcement of the remaining provisions would not be inequitable to the Party against whom they are being enforced under the facts and circumstances then pertaining.
11. **Entire Agreement.** This Agreement is freely and voluntarily entered into by the Parties after having the opportunity to consult with their respective attorneys. The Parties, in entering into this Agreement, do not rely on any inducements, promises, or representations made by each other, their representatives, or any other person, other than those inducements, promises, and representations contained in this Agreement. This Agreement represents the entire agreement of the Parties. Each individual executing this Agreement represents that he or she is duly authorized to enter its terms and conditions and to execute it on behalf of the Party represented.

12. **Interpretation of this Agreement.** The Parties acknowledge that each Party has reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any Party in connection with the transactions contemplated by this Agreement.
13. **Waiver of Rights.** Any waiver at any time by either Party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.
14. **Remedies Not Exclusive.** The use by either Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the Party using such remedy of, or limit the application of, any other remedy provided by law.
15. **Breach.** Any Party to this Agreement may bring an Action to enforce any term or terms of this Agreement or for breach in the Superior Court of the State of California, County of Placer.
16. **Attorney Fees and Costs.** In any Action instituted to enforce this Agreement, the prevailing party, as determined by the Court, shall be entitled to have its reasonable costs and reasonable attorneys' fees, as determined by the Court, paid by the non-prevailing party.
17. **Successors/Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the District, City and their respective successors and assigns.
18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

[Signatures on next page]

This Agreement is entered into as of the day first above written.

CITY OF ROCKLIN
A Municipal Corporation

By _____
Aly Zimmermann, City Manager

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

By _____
Herb Niederberger, General Manager

Approved as to Form:

Sheri M. Chapman
City Attorney

Adam C. Brown
District General Counsel

Attest:

Hope Ithurburn
City Clerk

Emilie Costan
District Board Secretary

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Herb Niederberger, General Manager

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

Subject: Resolution 21-42 Declaring and Re-ratifying the State of Emergency and Authorizing Remote Teleconference Meetings of the Board of Directors due to the COVID-19 Emergency

Meeting Date: November 4, 2021

Overview

On October 7, 2021, in accordance with the provisions of AB361, the Board of Directors adopted Resolution 21-39, a Resolution of the Board of Directors proclaiming a State of Emergency, ratifying that the Governors declaration of a State of Emergency remains in effect and authorizing remote teleconference meetings from October 8, 2021, through November 6, 2021, subject to the applicable provisions of the Brown Act.

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

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

Such conditions now exist in the District, specifically, the State of Emergency declared by the Governor with Executive Order N-25-20 on March 4, 2020, due to the COVID-19 pandemic. Guidance from the State of California has been adopted by the Placer County Health Department

which recommends or mandates social distancing and face coverings in certain settings to prevent the spread of COVID-19.

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

A provision of AB361 requires that the Board of Directors Declare and Re-ratify the State of Emergency and Authorize continuing Remote Teleconference Meetings of the Board of Directors every 30 days. Resolution 21-39 adopted on October 7, 2021 provided authorization from October 8, 2021, through November 6, 2021. The next regular meeting of the Board of Directors is scheduled for December 2, 2021, which is beyond the period covered by Resolution 21-39. As such, in order to continue remote teleconference meetings, the Board must adopt a subsequent resolution covering the next 30-day window. In the future, the board will adopt these subsequent resolutions during regular and special meetings, whichever is appropriate to extend the 30-day window.

Recommendation

Staff requests the Board of Directors:

1. Adopt Resolution 21-42 Declaring and Re-ratifying the State of Emergency and Authorizing Remote Teleconference Meetings of the Board of Directors due to the COVID-19 Emergency.

Strategic Plan Goals

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.3: Maintain Transparency with all District Activities.

Goal 4.1: Maintain Compliance with Pertinent Regulations

Fiscal Impact

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

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 21-42

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS OF THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT FOR THE PERIOD NOVEMBER 7, 2021 TO DECEMBER 4, 2021 PURSUANT TO BROWN ACT PROVISIONS.

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

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

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

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

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

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

WHEREAS, the Board of Directors previously adopted a Resolution, Number 21-35 on September 30, 2021, finding that the requisite conditions exist for the District's Board of Directors to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

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

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

WHEREAS, guidance from the State of California, which has been adopted by the Placer County Health Department, recommends or mandates social distancing and face coverings in certain settings to prevent the spread of Covid-19; and

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

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

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

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

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

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

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2021.

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

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 4, 2021, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board of Directors of the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of the South Placer Municipal Utility District this 4th day of November, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Signed: _____

Will Dickinson, President of the Board of Directors

Attest: _____

Emilie Costan, Board Secretary

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors
From: Eric Nielsen, Superintendent
Cc: Herb Niederberger, General Manager
Subject: Summary of October 24, 2021 Rain Event
Meeting Date: November 4, 2021

Overview

This report is being provided to the South Placer Municipal Utility District (District) Board of Directors as an informational item regarding the rain event that occurred on October 24, 2021. The report provides information on the characteristics of the rain event and the observed response of the collection system.

Rain Event

Information from the sources used by the District to anticipate pending rainfall events (i.e., the National Oceanic and Atmospheric Administration (NOAA) National Weather Service Forecast) accurately predicted the timing and amount of rainfall to expect. On Thursday October 21, 2021, District crews proactively inspected each of the exposed sewer creek crossings as is typical before an approaching storm. The crews pulled any observed debris off the crossings before the storm arrived.

Some precipitation occurred on Friday October 22, 2021 and Saturday October 23, 2021, but the majority of the precipitation from the series of storms occurred on Sunday October 24, 2021. The data collected by the rain gauges owned, maintained, and monitored by the District through its SCADA system reported the precipitation totals in the table below.

**Table – Precipitation Amounts
and Approximate Recurrence Intervals**

Storm Duration	Corp Yard (Rocklin)	Irish Lane LS (Newcastle)
6-hour	2.19” (~ 63-yr storm)	2.43” (~ 78-yr storm)
24-hour	5.46” (~ 243-yr storm)	6.06” (~ 167-yr storm)

Data from rain gauges in Rocklin (SPMUD Corp Yard) and Newcastle (Irish Lane Lift Station) were analyzed to assess the impact of the event to different areas of the District. Precipitation

totals were retrieved from the most intense 6-hour and 24-hour period from these sites. An effort was made to approximate the recurrence interval (i.e., frequency) of the October 24, 2021 rainfall event. NOAA maintains atlases that can be used to estimate the statistical frequency of precipitation events. The statistical frequency of the October 24, 2021 rain event was estimated using the NOAA Atlas 14, Volume 6, Version 2. The frequency of the storm for the most intense 6-hour and 24-hour period is shown in the table above.

The October 24, 2021 exceeded the 50-year storm over the most intense 6-hour period. For reference, the District uses the 10-year, 6-hour storm as the design storm in its System Evaluation and Capacity Assurance Plan. The storm was intense over a short duration (i.e., 6-hour period), but the storm was even more impactful over a longer (i.e., 24-hour period). The storm event was approximately a 200-year storm over the most intense 24-hour period.

System Response

As of the writing of this report (on October 25, 2021), all indications are that the District sewer collection system was stressed, but did not fail (i.e., sustain any sanitary sewer overflows) as a result of the storm. Many of the creeks, wetlands, and streets were full of the runoff from the rain event. Many sewer manholes and at least one of the District flow recorders were submerged.

Measured flow rates within the sewer collection system also increased, but at a rate that is consistent with the responses observed during other heavy rainfall events (i.e., average peaking factors between two and three). The District's SCADA system and manhole flow level sensors worked well during the rain event to alert standby personnel of potential issues. All notifications were acknowledged, and the operational status of the system was verified. Portable pumps were deployed to select lift stations to make sure that the stations were not overwhelmed. A generator had to be deployed to one lift station because of a loss of power during the night.

The two recently completed sewer construction projects (i.e., the Foothill Trunk Replacement Project and the Loomis Diversion Project) both performed well to effectively convey the flows during the rainfall event. It is likely that that the sewer collection system would have experienced surcharging and potentially spilled based on experiences with other heavy rainfall events prior to the completion of these two projects. The completion of these two gravity trunk sewer projects allowed standby personnel to focus on and respond to various lift station call outs. This demonstrated the value of a gravity sewer system over time. Lift stations are complex and inherently have multiple potential points of failure and often require additional attention during emergencies. Gravity systems typically require less time and visits during emergencies.

Overall, the District sewer collection system functioned well due to the knowledgeable and hard-working maintenance staff, the efforts of the Technical Services Department to ensure properly designed and constructed facilities, and the support of the Board of Directors to implement needed projects.

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

There is no fiscal impact to the District resulting directly from this Board Report.

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Herb Niederberger, General Manager

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

Subject: Resolution 21-43 Declaring the Intent to Transition from At-Large/From-District Elections to By-District/From-District Elections and Establishing a process for the Transition

Meeting Date: November 4, 2021

Overview

The South Placer Municipal Utility District was formed and organized under the Municipal Utility District Act (or “MUD Act”) of the State of California (California Public Utilities Code Section 11501 et seq.). The MUD Act established a “from-district” electoral system, in which a Director must be a resident and voter of the ward they represent but is elected at large by all voters of the District. This is considered to be a hybrid electoral system, between an at-large system and a by-district system.

Following the release of the 2020 Census results and prior to the next General Election in 2022, the District intends to transition to by-district elections, in which the elected official must reside in a particular district (ward) and be elected by only those voters residing within the same district (ward). The District will seek community input during this process and will work with specialized electoral consultants in the mapping of the new electoral divisions in compliance with the Federal Voting Rights Act and the California Voting Rights Act (CVRA). The District has prepared a webpage that will be updated as this process is underway to reflect the District’s progress.

The District has retained an experienced private demographer, Redistricting Insights, to assist the District in developing a proposal for a by-district electoral system that complies with the CVRA and other federal and state legal requirements. The District now desires to declare its intention to adopt a resolution consistent with Elections Code section 10010 to transition the District's electoral system from at-large to by-district beginning with the 2022 District Election, whereby a Director residing in a particular ward shall be elected only by those voters residing in that ward, and establish the process to complete this transition, and to establish an estimated schedule for the transition. Resolution 21-43 makes this declaration. Also attached as Exhibit A to Resolution 21-43 is a list of required actions and a timeline to complete this redistricting in time for the 2022 General Election. For the convenience of the board the table in Exhibit A is shown on page 2 of this staff report.:

Task	Date/Timeline	Notes
Board meeting/Public Hearing No. 1 – Adopt resolution of intent.	November 4, 2021	Before draft map(s) are released, the date of the first hearing establishes the deadline to hold two public hearings within 30 days.
Board meeting/Public Hearing No. 2 – Public Engagement Process	December 2, 2021	Must be held within 30 days of adoption of resolution of intent.
Board meeting/Public Hearing No. 3 – Public Engagement Process.	January 6, 2022	First draft of map(s) shall be published 7 days before Hearing No. 3.
Board meeting/Public Hearing No. 4 – Map approval and introduction of ordinance.	February 3, 2022	Must be held within 45 days of Hearing No. 3.
Board regular meeting – Second reading and enactment of ordinance and final map. Final map must be filed with Registrars of Voters.	March 3, 2022	Draft ordinance must be introduced 5 days before second reading and adoption.

Recommendation

Staff requests the Board of Directors:

1. Adopt Resolution 21-43 Declaring the Intent to Transition from At-Large/From District Elections to By-District/From District Elections and Establishing a process for the Transition.

Strategic Plan Goals

This action is consistent with SPMUD Strategic Plan Goals:

- Goal 1.3: Maintain Transparency with all District Activities.
- Goal 4.1: Maintain Compliance with Pertinent Regulations

Fiscal Impact

There is no fiscal impact to the District resulting directly from this action. The District added \$50,000 to the Professional Services line item in the FY 2021-22 Budget to pay for the retention of the Demographer and any other ancillary tasks associated with the Redistricting effort. The cost of elections is included in the annual Budget for each election year.

RESOLUTION NO. 21-43

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT DECLARING ITS INTENT TO TRANSITION FROM AT-LARGE/FROM-DISTRICT ELECTIONS TO BY-DISTRICT ELECTIONS AND ESTABLISHING A PROCESS FOR THE TRANSITION

WHEREAS, the Directors of the South Placer Municipal Utility District ("District") are currently elected in a hybrid "at-large" election process under the California Public Utilities Code, Sections 11801 and 11830, in which each Board member must reside within one of five District wards, but is elected at-large by all registered voters residing within the District's service area; and

WHEREAS, the California Voting Rights Act (Elections Code sections 14025-14032; the "CVRA") sets forth legal standards for drawing electoral boundaries within political subdivisions to prohibit racially polarized voting; and

WHEREAS, litigation has been filed against various jurisdictions under the CVRA alleging that an at-large electoral system results in "racially polarized voting" as defined in Sections 14026(e) and 14028 of the CVRA; and

WHEREAS, the Board has considered the significant resources incurred by multiple cities and other public entities in litigating CVRA claims, and the impact that the expenditure of such costs could have on the District's ability to provide essential services at a fair cost to the District's residents and businesses; and

WHEREAS, Elections Code section 10010 provides a method whereby the District may transition to a by-district electoral system and thereby avoid the high cost and risk of litigation under the CVRA; and

WHEREAS, prior to the Board's consideration of an ordinance to establish a by-district electoral system, Elections Code Section 10010 requires the following steps to occur:

1. Before drawing one or more draft maps of the boundaries of the proposed electoral divisions: (a) the Board may direct staff to conduct public outreach, including to non-English-speaking communities, to explain the process of by-district elections and to encourage public participation in the process; and (b) after conducting initial public outreach, if any, the Board must hold at least two public hearings over a period of no more than thirty (30) days to solicit public input regarding the proposed voting division boundaries.

2. After all maps are drawn, the District must select, publish, and make available to the public at least one draft map and, if Directors will be elected by their wards at different times, to provide for staggered terms, publish the potential sequence of the elections.

3. The Board also must hold at least two additional hearings over a period of no more than forty-five (45) days to receive public input regarding the content of the draft map or maps and the proposed sequence of elections.

4. The first version of a draft map must be published at least seven (7) days before it is considered at a hearing, and if a draft map is revised at or following a hearing, it must be republished and made available to the public for at least seven (7) days before it is adopted; and

WHEREAS, the District was formed and has continued to hold its elections for the office of Director using staggered terms under a rotation in which two Directors are elected at one election and the other three Directors are elected at the subsequent election; and

WHEREAS, the District has retained an experienced private demographer to assist the District in developing a proposal for a by-district electoral system that complies with the CVRA and other federal and state legal requirements, whereby a Director residing in a particular ward shall be elected only by those voters residing in that ward; and

WHEREAS, the Board's adoption of a by-district electoral system will not affect the terms of any sitting Director, each of whom shall serve out his existing term; and

WHEREAS, the Board now desires to declare its intention to adopt a resolution consistent with Elections Code section 10010 to transition the District's electoral system from at-large to by-district beginning with the 2022 District Election, whereby a Director residing in a particular ward shall be elected only by those voters residing in that ward, and establish the process to complete this transition, and to establish an estimated schedule for the transition.

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

1. The above recitals are true and are incorporated herein by reference.
2. This resolution states the Board's intention to consider enacting an ordinance to transition its electoral system from at-large to by-district for the purpose of electing its Directors beginning with the November 2022 election, pursuant to Elections Code section 10010.
3. Staff shall work with elections officials of Placer County and its retained private

demographer, and with other appropriate consultants as needed, to provide a detailed analysis of the District's current demographics and any other information or data necessary to prepare one or more draft maps as directed by the Board which divides the District into five electoral divisions consistent with the intent and purpose of the California Voting Rights Act, the Federal Voting Rights Act, and appellate decisions interpreting those Acts. The General Manager is also directed to prepare a proposal for Board consideration for conducting public outreach on the proposed transition of the District electoral system.

4. The Board Secretary is directed to post information on the District's website regarding the proposed transition to a by-district electoral system, including maps, notices, agendas, and other information, and to establish a means of communication to answer questions from the public.

5. The Board hereby approves the estimated timelines set forth in Exhibit A, attached to and made a part of this resolution, for conducting a process to solicit public input and testimony on proposed district-based electoral maps before the Board enacts an ordinance approving the final map.

6. The Board designates as a regular meeting of the Board a meeting to be held on March 3, 2022, at 4:30 p.m.

PASSED AND ADOPTED by the Board of Directors of the South Placer Municipal Utility District on the 4 day of November 2021, by the following vote:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSENT:	DIRECTORS:

Signed: _____
Will Dickinson, President of the Board of Directors

Attest: _____
Emilie Costan, Board Secretary

Exhibit A

**South Placer Municipal Utility District
By-District Elections Actions and Timeline**

Task	Date/Timeline	Notes
Board meeting/Public Hearing No. 1 – Adopt resolution of intent.	November 4, 2021	Before draft map(s) are released, the date of the first hearing establishes the deadline to hold two public hearings within 30 days.
Board meeting/Public Hearing No. 2 – Public Engagement Process	December 2, 2021	Must be held within 30 days of adoption of resolution of intent.
Board meeting/Public Hearing No. 3 – Public Engagement Process.	January 6, 2022	First draft of map(s) shall be published 7 days before Hearing No. 3.
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SOUTH PLACER MUNICIPAL UTILITY DISTRICT

STAFF REPORT

To: Board of Directors
From: Eric Nielsen, Superintendent
Cc: Herb Niederberger, General Manager
Subject: Performance Merit Program 2020-2021
Meeting Date: November 4, 2021

Overview

On May 4, 2017, the Board of Directors adopted Resolution 17-13, adopting a Memorandum of Understanding (MOU) with District Employees. Among the elements in the MOU was a Performance Merit Pay (PMP) Program for Employees covered under the Employee Association as an award for meeting or exceeding performance goals. The goals are not for “normal” performance. They are to recognize extraordinary performance. The annual goals are not static from one year to another and can be expected to be adjusted each year. On June 4, 2020, the Board of Directors adopted Resolution 20-16, adopting a Memorandum of Understanding with District Employees which continued and modified the PMP program for Employees.

The annual budget for payouts, if any, and goals are established at the sole discretion of the Board of Directors. The payouts for the 2020/21 PMP program are included in the adopted FY 2021/22 Budget.

The fourth year of the Performance Merit Program was completed on September 30, 2021, and 67.3% of the Performance Element Goals were achieved. Per Resolution 20-16, the Board allocated a payout for this program at \$3,000 per employee. The PMP Program applies to all non-management, permanent employees. An employee must have worked in excess of 90 workdays in the PMP year to participate in the achieved payout. Payouts are pro-rated based on the percentage of workdays worked. Given these criteria, there are twenty-three (23) eligible employees. The total payout to eligible employees is \$44,003.

Attachment 1 includes: (1) Performance Elements/Goals and Results since inception of the PMP Program, (2) 2020/21 Actual Performance Results, and (3) the recommended values for 2021/22 Performance Elements and Goals.

The recommended Performance Elements and Goals for the 2021/22 PMP (Exhibit A of attached Resolution 21-44) are the same as last year with one addition. An element was added to monitor the progress of digital documents uploaded to the District’s records management system (i.e., Laserfische). The recommended goals for each element were established by the District Superintendent, with input from management, and are based on historic data, the results from the first four years of the program, and the work planned for the upcoming year.

Recommendation

Staff recommends that the Board of Directors adopt Resolution 21-44 for the Performance Merit Program that:

- 1) Authorizes the payout to the Employees per the MOU of \$44,003; and
- 2) Approves the Performance Elements and Goals (Exhibit A) for the 2021/22 Performance Merit Program.

Strategic Plan Goals

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.3: Maintain Transparency with all District Activities

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

Goal 6.2: Develop and Implement Competitive and Incentive-based Compensation Programs

Related District Ordinances and Policies

Resolution 17-13

Resolution 20-16

Fiscal Impact

The proposed payout of \$44,003 is within the FY2021/22 budgeted amount. Staff intends to budget for this program in FY2022/23, subject to the approval of the Board.

Attachments

Attachment 1 – Results of PMP Program 2020/2021 and Justifications for Recommended Elements and Goals for PMP Program 2021/2022

Attachment 2 – Resolution 21-44

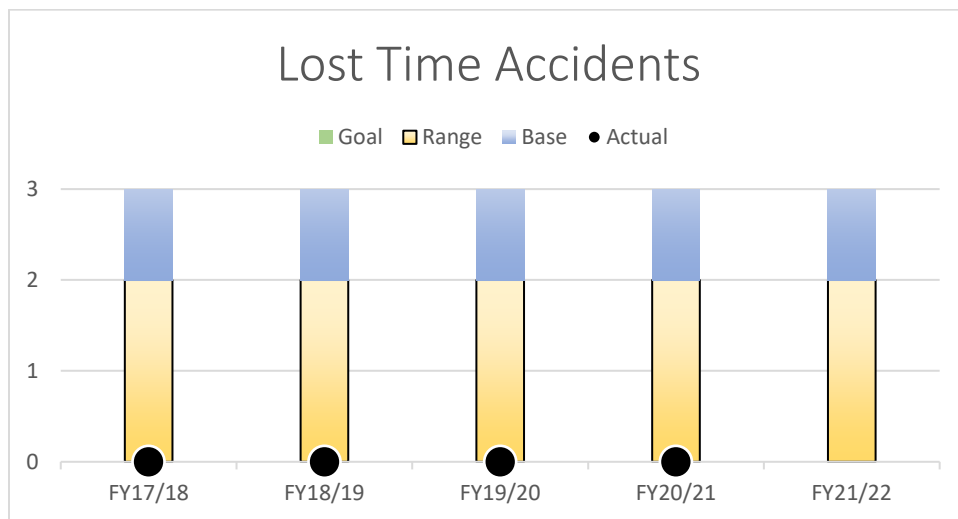
Exhibit A – Elements and Goals for PMP Program 2021/2022

Objectives of the PMP Program

- Define a baseline of “normal” performance for important District tasks.
- Set goals to define exceptional performance for these tasks and recognize extraordinary performance.
- Use the goals to monitor performance from year to year to encourage sustainable high performance.

1. Safety Incidents - The number of incidents that result in work time lost due to a work-related incident.

	BASE	GOAL	Actual
2017/2018	2	0	0
2018/2019	2	0	0
2019/2020	2	0	0
2020/2021	2	0	0
2021/2022	2	0	



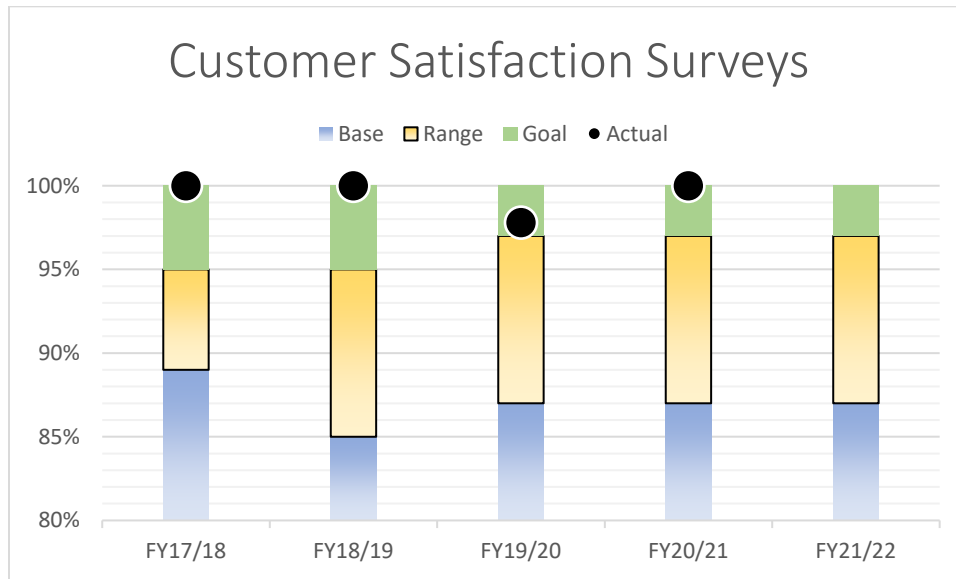
Justification for Base and Goal

Recommend no change to Base and Goal.

There were no Lost-Time Safety Incidents for the term of the program. The last incident was 8/30/2016 (1,857 days). This is a high standard. The Base and Goal are recommended to remain the same for 2021/2022.

2. **Customer Satisfaction Surveys** - An ongoing survey of all SPMUD customers that call in for service or are contacted by SPMUD employees during the execution of duties. The overall satisfaction rating must be above “Neutral”.

	BASE	GOAL	Actual
2017/2018	89%	95%	100%
2018/2019	85%	95%	100%
2019/2020	87%	97%	97.8%
2020/2021	87%	97%	100%
2021/2022	87%	97%	



- Two surveys are provided to customers
 - One to rate responses to customer service calls
 - One to rate performance of crew performing repairs on resident’s property
- 20 surveys returned (26 less than last year)
 - 20 surveys indicated an overall satisfaction rating of “Extremely Satisfied”
- Each survey asks customer to rate four aspects of the service provided (e.g., communication, professionalism, timeliness, overall response)
 - 80 of 80 (100%) of the survey ratings were marked at the highest rating (i.e., “Extremely Satisfied”)

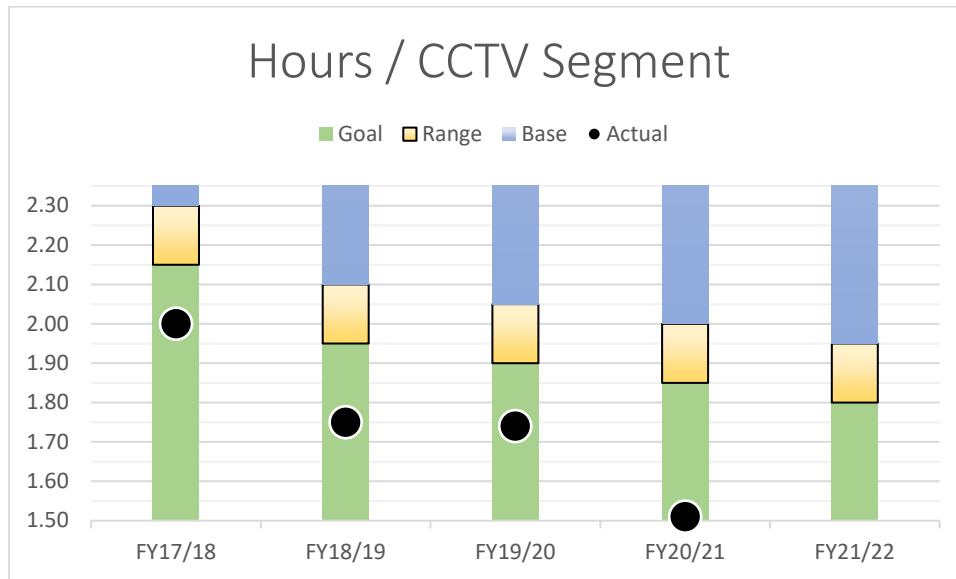
Justification for Base and Goal

Recommend no change to Base and Goal.

With one exception, Customer Satisfaction ratings have been “extremely satisfied” for four years.

3. Hours/CCTV Inspection - Total hours coded to CCTV Inspection (Gravity Mainlines) divided by the number of mainline pipe segments (structure-to-structure) CCTV inspected.

	BASE/Hrs	GOAL/Hrs	ACTUAL/Hrs
2017/2018	2.30	2.15	2.00
2018/2019	2.10	1.95	1.75
2019/2020	2.05	1.90	1.74
2020/2021	2.00	1.85	1.51
2021/2022	1.95	1.80	



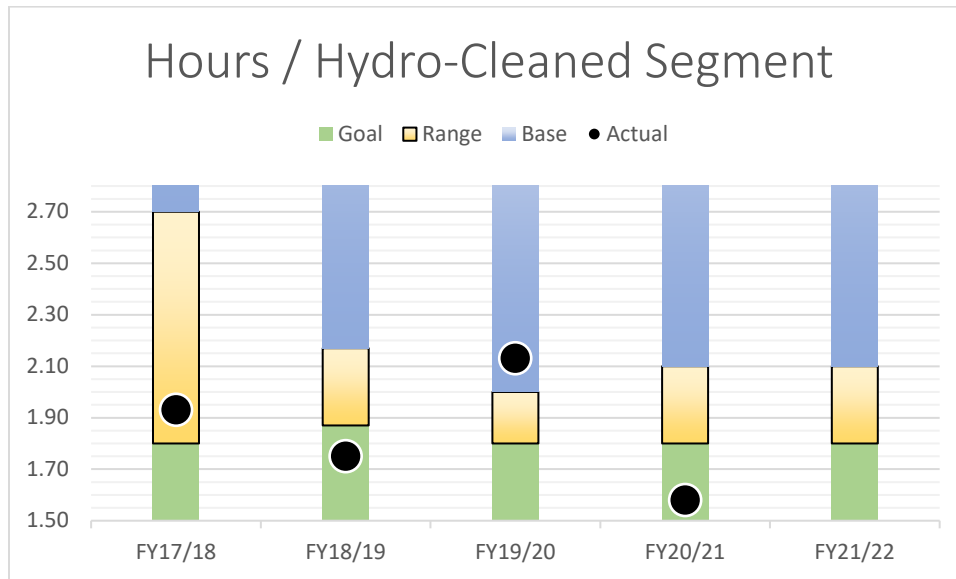
Justification for Base and Goal

CCTV inspections are a vital component of the FSD work programs. All gravity mains in the system are planned to be CCTV-inspected every four years. The results of this program drive the cleaning program, chemical root treatment program, CIPP lining program, and repair program. Because the CCTV program is methodically implemented, maintenance zone by maintenance zone, this work can be accomplished very efficiently. On average, a two-person crew took 45 minutes to inspect each mainline during this reporting period.

The CCTV crews have sustained exceptional efficiency in performing the task of CCTV inspections. This is a testament to the communication, planning, implementation, and diligence of all the employees that are engaged in CCTV inspection. Accordingly, the Goal for this element has been lowered by 0.05 hours (3 minutes) to align with the demonstrated “normal” performance.

4. Hours/Pipe Segments Hydro-Cleaned Total hours coded to Hydro-Cleaning (Gravity Mainlines) divided by the number of mainline pipe segments (structure-to-structure) cleaned.

	BASE/Hrs	GOAL/Hrs	ACTUAL/Hrs
2017/2018	2.70	1.80	1.93
2018/2019	2.17	1.87	1.75
2019/2020	2.00	1.80	2.13
2020/2021	2.10	1.80	1.58
2021/2022	2.10	1.80	



Justification for Base and Goal

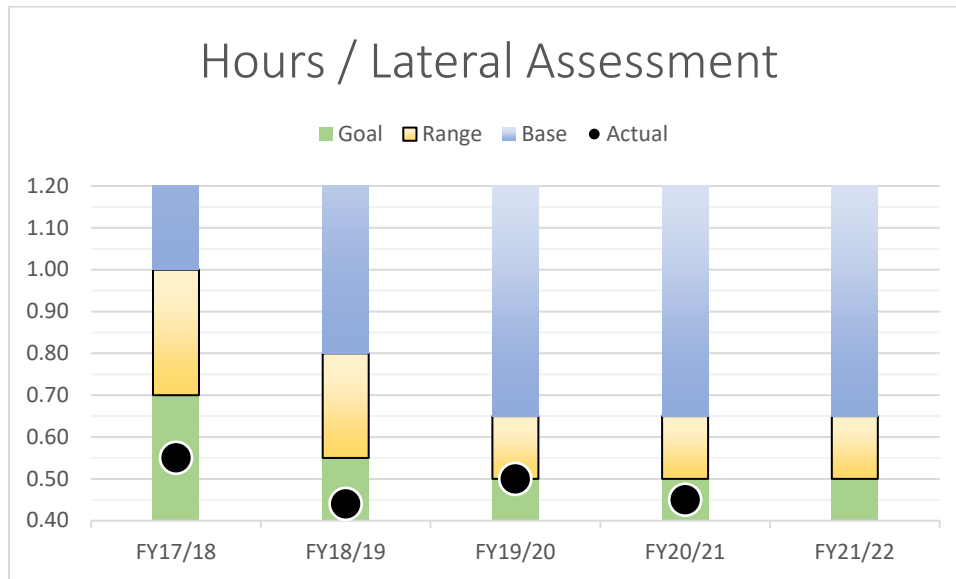
Cleaning mainlines is driven by the inspection results from CCTV inspections. This means that the cleaning crew is only cleaning lines that need to be cleaned. It also means that there is additional “windshield” time traveling from mainline to mainline. We believe that this is a more efficient way to clean the system because time is not spent cleaning a “clean” mainline. However, this is a “less efficient” method of cleaning mainlines as measured by hours per line segment cleaned compared to a crew that cleans sewer all day long.

Last year, we discovered that a procedure was adding “windshield” time when the cleaning crew was called upon to respond to urgent findings from CCTV inspections. This procedure has been reviewed, updated, and training provided to all parties involved. This has improved the efficiency of the cleaning crew.

Recommend no change to Base and Goal.

5. Hours/Lower Lateral Assessment - Total hours coded to Lower Lateral Program divided by the number of Lower Laterals assessed.

	BASE/Hrs	GOAL/Hrs	ACTUAL/Hrs
2017/2018	1.00	0.70	0.55
2018/2019	0.80	0.55	0.44
2019/2020	0.65	0.50	0.50
2020/2021	0.65	0.50	0.45
2021/2022	0.65	0.50	



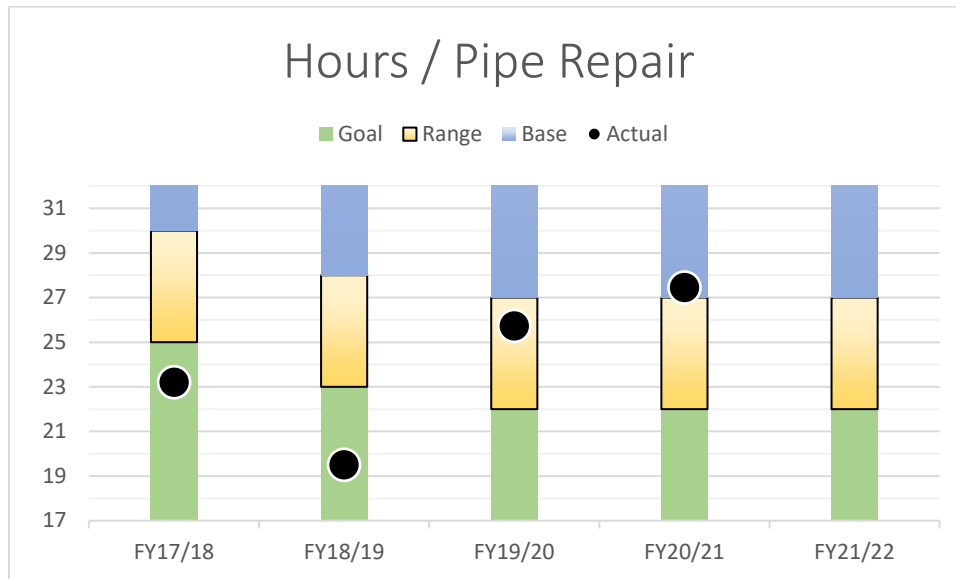
Justification for Base and Goal

Recommend no change to Base and Goal.

The lower lateral program has been in place since July 2017. As a new program and without historical data, it was initially difficult to set a Base considered as “normal” performance. Over the last three years the crews have performed exceptionally, and we have a better collective understanding of expected performance. The Base and Goal for this element are recommended to remain the same.

6. Hours/Pipe Repair - Total hours coded to Pipe Repair, both mainlines and laterals and by either the excavation or trenchless methods divided by the number of pipe repairs completed.

	BASE/Hrs	GOAL/Hrs	ACTUAL/Hrs
2017/2018	30	25	23.2
2018/2019	28	23	19.5
2019/2020	27	22	25.7
2020/2021	27	22	27.4
2021/2022	27	22	



Justification for Base and Goal

Recommend no change to Base and Goal.

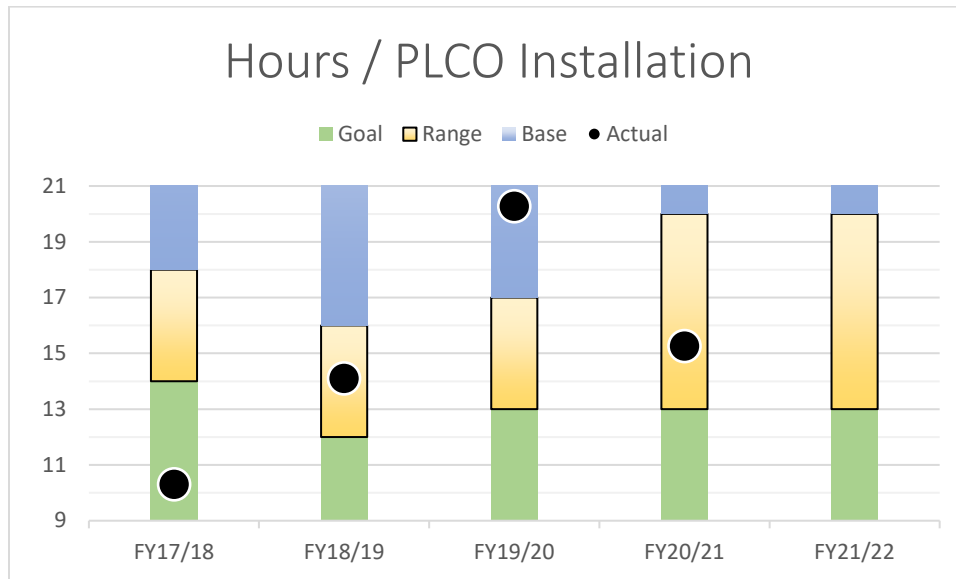
This category includes both lateral and mainline pipes and includes excavation and trenchless repairs. Each trenchless repair is similar in difficulty and time required to complete. On the other hand, no two excavation repairs are the same. Depth, utility conflicts, traffic, and surface conditions are examples of variables that affect time spent to complete excavation repairs.

In recent years, the Construction crew began utilizing the Hydro-Excavation equipment that is installed on both Hydro-Vac Trucks. In comparison to the traditional backhoe excavation method, it is a fast and efficient way to excavate when circumstances allow for it.

The Base and Goal for this element represent a good targeted range for performance and are recommended to remain the same.

7. Hours/PLCO Installation - Total hours coded to PLCO (Property Line Clean Out) Installation divided by the number of PLCO's installed.

	BASE/Hrs	GOAL/Hrs	ACTUAL/Hrs
2017/2018	18	14	10.30
2018/2019	16	12	14.10
2019/2020	17	13	20.27
2020/2021	20	13	15.26
2020/2021	20	13	



Justification for Base and Goal

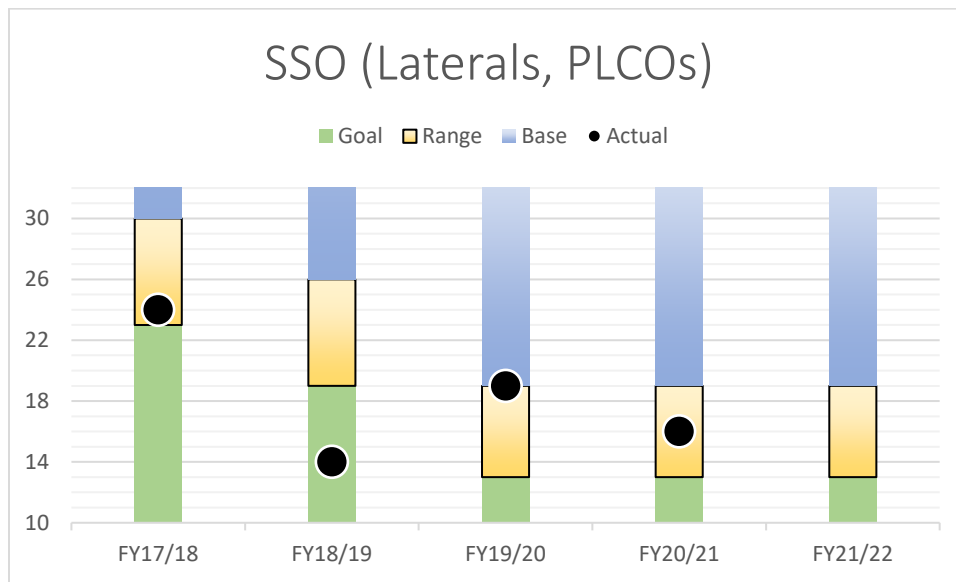
PLCO installations are like excavation repairs, no two are alike, and all require excavation to complete. The Hydro-Excavation method has proven to be a very efficient method, especially when the excavation is deep. In addition, there is far less impact on customer's yards.

Working on private property has its challenges. Procedures were changed to require a positive response from the resident prior to performing work to improve communication. Procedures were also changed to require all related time spent preparing for and executing the installation of a PLCO be coded the same. Additionally, there only a few hundred laterals left in the District without PLCOs. There is a reason that these laterals have not had PLCOs installed yet. They are the more/most difficult situations (e.g., deep, difficult access, congested utilities). These "difficult" PLCOs require additional time.

The efficiency of PLCO installations improved during this last year due to efforts to streamline processes. The Base and Goal for this element represent a good targeted range for performance and are recommended to remain the same.

8. SSO's Lower Laterals - The number of sanitary sewer overflow (SSOs) as defined by the State Water Resources Control Board where the cause is in the lower lateral.

	BASE/Hrs	GOAL/Hrs	ACTUAL/Hrs
2017/2018	30	23	24
2018/2019	26	19	14
2019/2020	19	13	19
2020/2021	19	13	16
2021/2022	19	13	



Justification for Base and Goal

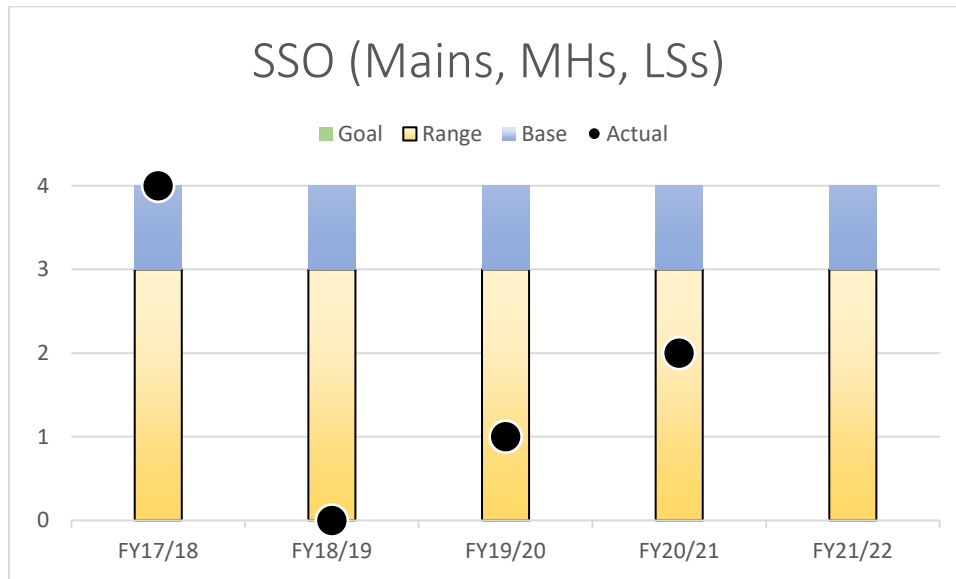
Recommend no change to Base and Goal.

The District assumed ownership of lower laterals in March 2017. Staff has focused attention on the laterals most likely to cause problems, but there is an unpredictability to lateral spills. The intent of all the work we do related to lower laterals is to reduce SSOs. The District maintains approximately 24,000 laterals. Sixteen SSO's represents 0.07% of all laterals.

The Base and Goal for this element align with the SSO reduction goals established in the District's SSMP and SSMP audits. No change is recommended.

9. **SSO's All Other** (This is the number of sanitary sewer overflow (SSO's) as defined by the State Water Resources Control Board where the cause is in the mainline pipe, force main pipe, manhole, lift station or flow recorder flume)

	BASE	GOAL	Actual
2017/2018	3	0	4
2018/2019	3	0	0
2019/2020	3	0	1
2020/2021	3	0	2
2021/2022	3	0	



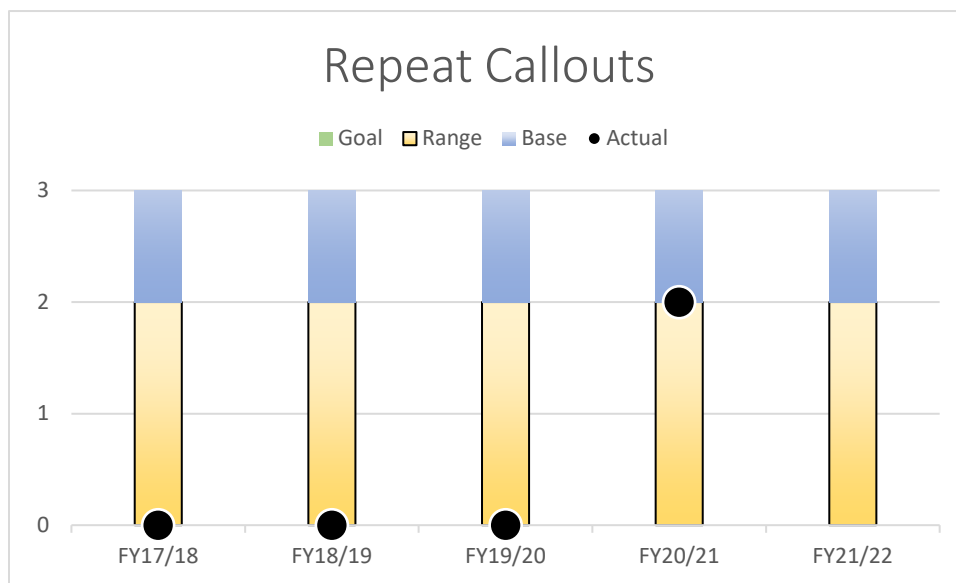
Justification for Base and Goal

Recommend no change to Base and Goal.

The Base and Goal for this element align with the SSO reduction goals established in the District's SSMP and SSMP audits. No change is recommended.

10. Repeat Callouts (customer service call to provide service on a lower lateral when SPMUD crews have previously been requested to responded to the location for the same issue. It is expected that once the District is aware of a problem it will mitigate the problem until a permanent resolution to the problem has been implemented)

	BASE	GOAL	Actual
2017/2018	2	0	0
2017/2018	2	0	0
2019/2020	2	0	0
2020/2021	2	0	2
2021/2022	2	0	



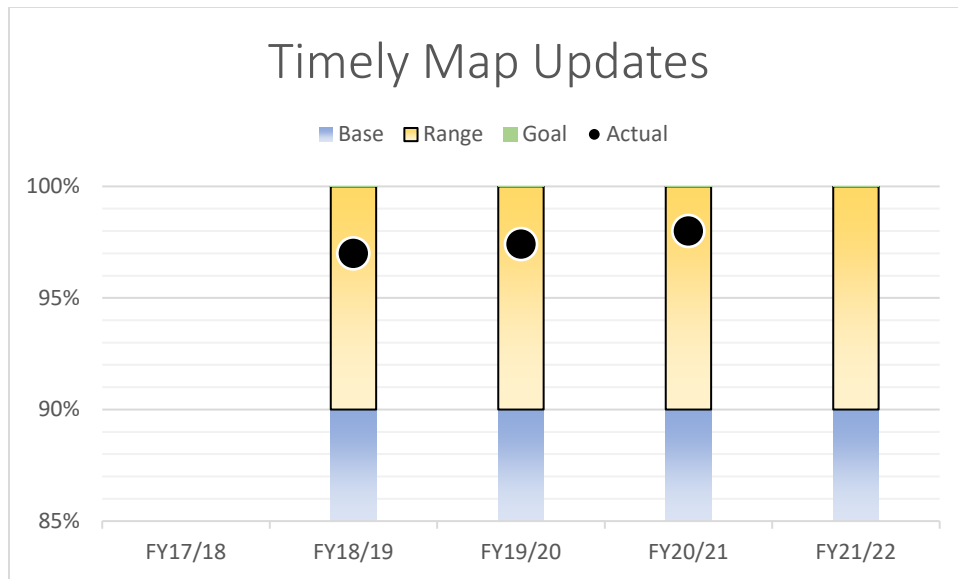
Justification for Base and Goal

Recommend no change to Base and Goal.

This element serves as a quality control measure. We believe once we are aware of a problem, we should be able to mitigate it until the problem can be resolved. The Base and Goal are recommended to remain the same.

11. Map Updates – The goal is to complete a System Map Update request within 21 calendar days. Field staff submits a request, via the Lucity Work Request program, which begins the process. The task is complete when the electronic updates have been completed and the paper maps have been delivered to FSD.

	BASE	GOAL	Actual
2018/2019	90%	100%	97.0%
2019/2020	90%	100%	97.4%
2020/2021	90%	100%	98.0%
2021/2022	90%	100%	



Justification for Base and Goal

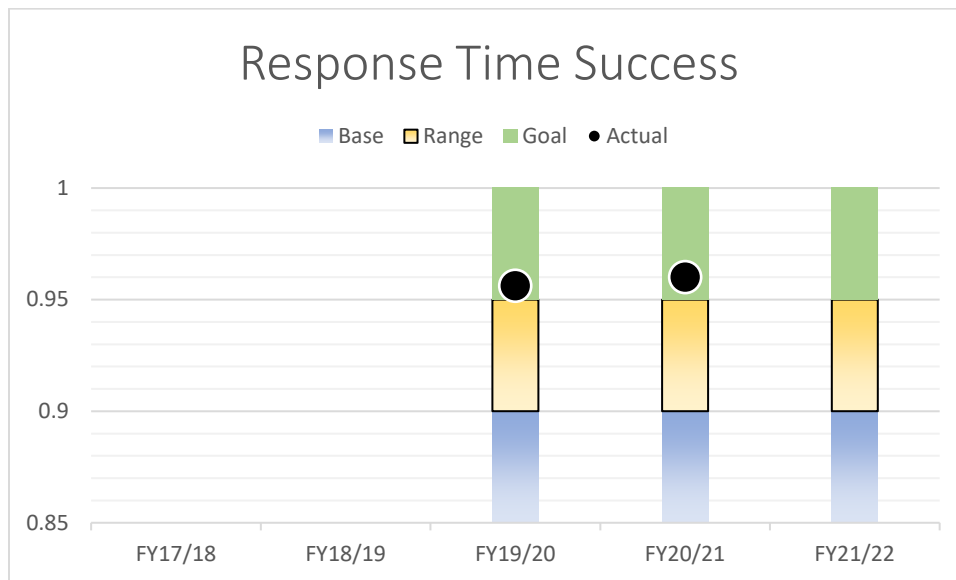
Recommend no change to Base and Goal.

Maintaining up-to-date maps of the District’s collection system is a critical tool that supports a majority of all the District’s work programs and is a requirement of the SSMP. The District’s investment in technology allows needed changes to be documented, the changes to be reviewed and made, and the updated maps to be distributed to all users in less than a month. The process of updating maps is a collaborative effort between the Field Services and Technical Services Departments. Map Change Request procedures have been established and training has been provided. These efforts along with consistent efforts of District staff will help maintain a high level of performance in this element.

12. Customer Service Response Time Success Rate – The goal is to maintain a 95% success rate of the following response time targets:

- (1) During Business Hours: 30 minutes from receipt of call to curbside, and
- (2) After Business Hours: 60 minutes from receipt of call to curbside.

	BASE	GOAL	Actual
2019/2020	90%	95%	95.6%
2020/2021	90%	95%	96.0%
2021/2022	90%	95%	



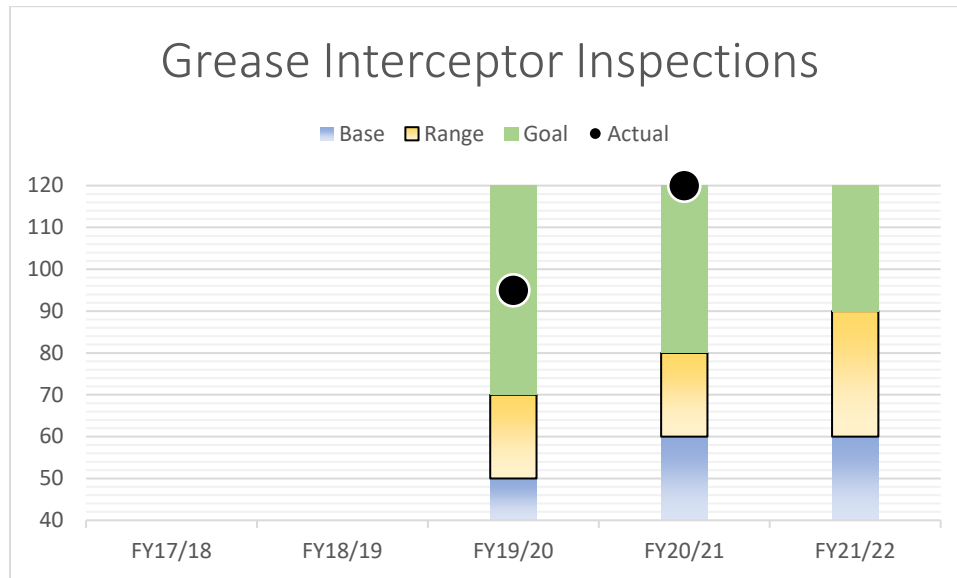
Justification for Base and Goal

Recommend no change to Base and Goal.

The Base and Goal represent the desired level of performance for this element and no change is recommended for next year.

13. FOG Grease Interceptor Inspections – The Technical Services Department (TSD) has made great strides in the implementation of the Commercial FOG program. All Food Service Establishments (FSEs) are permitted and routine inspections are being performed.

	BASE	GOAL	Actual
2019/2020	50	70	95
2020/2021	60	80	120
2021/2022	60	90	



Justification for Base and Goal

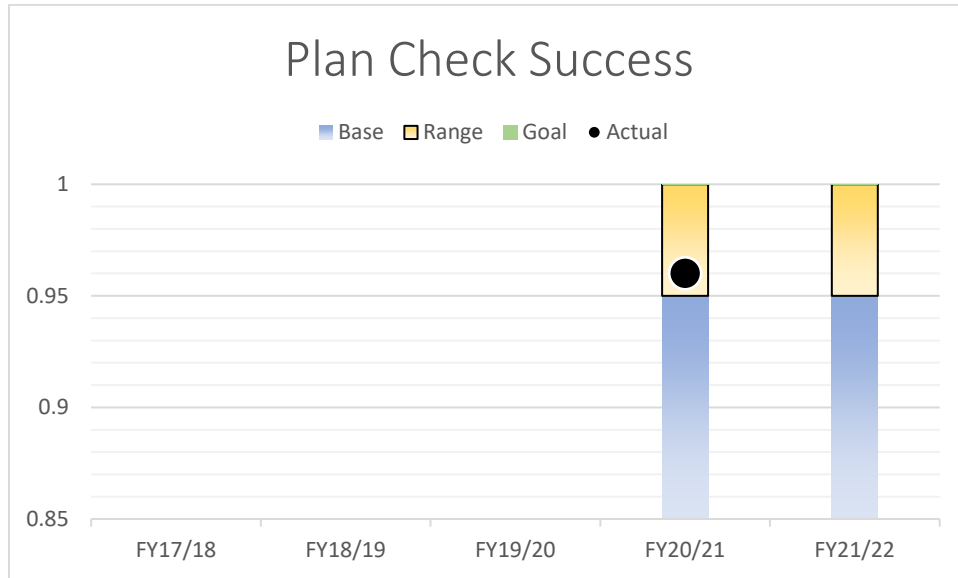
The FSEs with grease interceptors (GI’s) are generally the ones that produce the largest amounts of grease. Inspecting interceptors on a regular basis is the best way to ensure compliance with the District’s FOG ordinance and collect valuable information related to potential impact of FOG from various uses on the District’s collection system.

We recommend leaving the Base the same and increasing the Goal by ten inspections. Inspectors performed 120 inspections of grease interceptors (gravity grease interceptors and hydromechanical grease interceptors) this year, which is exceptional. There was a concerted effort to initially inspect as many of the FSEs in the District as practical. This level of performance may not be sustained from year to year and may not be necessary, so the Base is not recommended to be changed. However, this high level of performance supports the implementation and enforcement of the District’s FOG Program so the recommendation is to increase the Goal by ten inspections.

14. Plan Review Success Rate – The goal is to maintain a 95% success rate of the following plan review targets:

- (1) First Review: 20 business days from complete submittal, and
- (2) Subsequent Reviews: 10 business days from complete submittal.

	BASE	GOAL	Actual
2020/2021	95%	100%	96.0%
2021/2022	95%	100%	

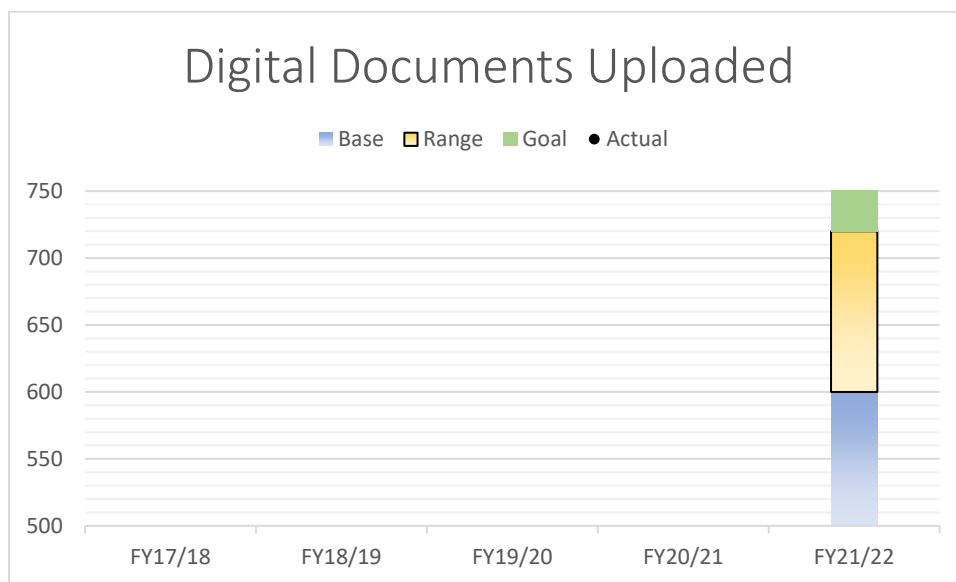


Justification for Base and Goal

The Technical Services Department has been tracking and reporting on the ability to successfully perform plan reviews within a self-imposed timeframe to provide a timely response to the entities that submit plans for District review and/or approval. The Base and Goal for this element are recommended to be set on the measurements that have been used for many years to track performance.

15. Digital Documents Uploaded to the Records Management System – The Administrative Services Department (ASD) maintains the District’s records management system. Documents are uploaded and stored digitally in the District’s records management system (i.e., Laserfische). This allows staff to be able to quickly search through documents based on the attributes of the document or text within the document. This records management system also protects documents from damage and loss because the electronic files are backed-up. Historical documents and newly created/acquired documents are converted to a digital format over time.

	BASE	GOAL	Actual
2021/2022	600	720	



Justification for Base and Goal

The Base for this element is set assuming that an average of 50 documents will be prepared and uploaded to the records management system each month.

The Goal for this element is set assuming that an average of 60 documents will be uploaded each month.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 21-44

PERFORMANCE MERIT PAY PROGRAM

WHEREAS, the South Placer Municipal Utility District Board of Directors (Board) adopted Resolution 17-13 implementing a Memorandum of Understanding (MOU) with District Employees, and

WHEREAS, the MOU established a Performance Merit Pay (PMP) Program for Employees covered under the Employee Association as an award for meeting or exceeding performance goals, and

WHEREAS, the Board adopted Resolution 20-16 implementing the current MOU which continued the PMP Program, and

WHEREAS, the Employees met or exceeded the Base and Goal values set for various PMP Program Elements, and

WHEREAS, the Superintendent has proposed the Elements and Goals for the PMP Program Year 2021/2022.

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

1. Authorize the payout to District Employees per the Employee MOU in the total amount of \$44,003, and
2. Approve the Performance Elements and Goals (Exhibit A) for the 2021/2022 Performance Merit Pay Program.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 4th day of November 2021.

Signed: _____
Will Dickinson, President of the Board of Directors

Attest: _____
Emilie Costan, Board Secretary

<u>Performance Element</u>	<u>Base</u>	<u>Goal</u>	<u>Spread</u>	<u>Actual</u>	<u>% of Goal</u>	<u>Weight</u>	<u>Value</u>
1. Safety (Incidents of Work Lost/Yr) <i>(Base - Actual / Spread = % of Goal x Weight = Value)</i>	2	0	2			0.08	
2. Customer Satisfaction (surveys) <i>(Actual - Base / Spread = % of Goal x Weight = Value)</i>	87%	97%	10			0.07	
3. Manhours/CCTV Pipe Segments Inspected <i>(Base - Actual / Spread = % of Goal x Weight = Value)</i>	1.95	1.80	0.15			0.07	
4. Manhours/Pipe Segments Hydro-Cleaned <i>(Base - Actual / Spread = % of Goal x Weight = Value)</i>	2.10	1.80	0.30			0.07	
5. Manhours/Lower Lateral Assessment <i>(Base - Actual / Spread = % of Goal x Weight = Value)</i>	0.65	0.50	0.15			0.07	
6. Manhour/Pipe Repair <i>(Base - Actual / Spread = % of Goal x Weight = Value)</i>	27	22	5			0.07	
7. Manhours/PLCO Install <i>(Base - Actual / Spread = % of Goal x Weight = Value)</i>	20	13	7			0.07	
8. SSO's Lower Laterals/PLCO's <i>(Base - Actual / Spread = % of Goal x Weight = Value)</i>	19	13	7			0.10	
9. SSO's Other (GM, FM, MH, LS) <i>(Base - Actual / Spread = % of Goal x Weight = Value)</i>	3	0	3			0.10	
10. Repeat Callouts <i>(Base - Actual / Spread = % of Goal x Weight = Value)</i>	2	0	2			0.05	
11. Map Updates <i>(Actual - Base / Spread = % of Goal x Weight = Value)</i>	90%	100%	10			0.05	
12. Cust Serv Response Time Success Rate <i>(Actual - Base / Spread = % of Goal x Weight = Value)</i>	90%	95%	5			0.05	
13. FOG Grease Interceptor Inspections <i>(Actual - Base / Spread = % of Goal x Weight = Value)</i>	60	90	30			0.05	
14. Plan Check Success Rate <i>(Actual - Base / Spread = % of Goal x Weight = Value)</i>	95%	100%	5			0.05	
15. Digital Documents Uploaded <i>(Actual - Base / Spread = % of Goal x Weight = Value)</i>	600	720	120			0.05	

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Carie Huff, District Engineer

Cc: Herb Niederberger, General Manager
Emilie Costan, Administrative Services Manager
Eric Nielsen, District Superintendent

Subject: Emergency Authorization for Sewer Replacement within El Don Drive

Meeting Date: November 4, 2021

Background

During the storm event on October 24, 2021, existing culverts located on El Don Drive near Monte Verde Park failed, threatening the stability of the road. The City of Rocklin contracted with Glissman Excavating for an emergency repair to remove two deteriorated 60-inch corrugated metal pipes and replace them with three 48-inch HDPE pipes with head walls. This work is occurring directly over the District's existing 12-inch VCP sewer line which was identified as a future capital project due to a significant sag discovered during the Foothill Trunk Sewer Replacement Project.

Since the District's existing pipe is not functioning properly and any future work will be extremely difficult due to the presence of the three HDPE culverts, the District is proposing to capitalize on the City's project and replace approximately one hundred sixty (160) feet of pipe and a manhole to correct the sag in the existing sewer. Glissman Excavating provided the District with the cost to complete this work in an amount of \$273,881. This quote includes bypass operations and paving over the project area.

The FY 2021/22 Budget contained a line item within Fund 400 for Participation in Regional Projects in an amount of \$430,000. The District adopted Resolution 21-36 on October 6, 2021, authorizing the General Manager to enter into a construction cooperation and reimbursement agreement for the City of Rocklin Sceptre, Camelot, and Midas Repair Project in an amount totaling \$165,263. In addition, a budget adjustment is anticipated at the November 4th board meeting for the roundabout at the intersection of Rocklin Road and Pacific Street adjusting Participation in Regional Projects from \$430,000 to \$655,000 and System Rehabilitation from \$1,000,000 to \$775,000 since the District is unlikely to expend the System Rehabilitation money at this time. Staff is proposing a budget adjustment from one Fund 400 line item to another Fund 400 line item; in essence adjust Participation in Regional Projects from \$655,000 to \$957,000 and System Rehabilitation from \$775,000 to \$473,000.

Should the Board approve Resolution 21-45, the District will enter into a Construction Contract with Glissman Excavating subject to the approval of the General Manager and the District's legal counsel.

Recommendation

Staff recommends that the Board of Directors adopt Resolution 21-45:

1. Finding the El Don Sewer Replacement Project categorically exempt from the California Environmental Quality Act (CEQA) per Section 15302 (Replacement or Reconstruction); and
2. Authorizing the General Manager to execute the attached Construction Contract with Glissman Excavating, Inc. in an amount not to exceed \$273,881 plus a 10% contingency (\$302,000 total); and
3. Approving line-item budget adjustments within Fund 400 to: a) adjust Participation in Regional Projects from \$655,000 to \$957,000; and b) System Rehabilitation from \$775,000 to \$473,000.

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.

Related District Ordinances, Policies, or Resolutions

Policy 3150: Purchasing Policy

Fiscal Impact

Per the Construction Contract with Glissman Excavating, the District will pay the actual costs for the removal and replacement of one hundred sixty feet of sewer main and one manhole. All construction work is required to meet the District's standards and specifications.

The cost submitted by Glissman Excavating for construction is \$273,881 plus a 10% contingency, bringing the project to a total of \$301,269.10.

Attachments:

1. Resolution No. 21-45 – Authorization to Enter into a Construction Contract with Glissman Excavating, Inc. in an amount not to exceed \$273,881 plus a 10% contingency (\$302,000 total).
2. Construction Contract with Glissman Excavating

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 21-45

**AUTHORIZATION TO ENTER INTO A CONSTRUCTION CONTRACT WITH
GLISSMAN EXCAVATING FOR THE EL DON SEWER REPLACEMENT**

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

WHEREAS, the City is completing an emergency storm drain repair project on El Don Drive in Rocklin, Placer County, California, hereinafter referred to as “Project”; and

WHEREAS, the District desires to replace an existing sagging sewer line and manhole located in the Project area; and

WHEREAS, The FY 2021/22 Budget contained a line item within Fund 400 for Participation in Regional Projects in an amount of \$430,000; and

WHEREAS, on October 6, 2021, the Board adopted Resolution 21-36, authorizing the General Manager to enter into a construction cooperation and reimbursement agreement for the City of Rocklin Sceptre, Camelot, and Midas Repair Project.in an amount totaling \$165,263; and

WHEREAS, on November 4, 2021, the Board adopted Resolution 21-40, authorizing the General Manager to enter into an amendment to the construction cooperation and reimbursement agreement for the City of Rocklin’s Rocklin Road and Pacific Street Roundabout Project in an amount not to exceed \$488,031.50 and adjusting the budget for Participation in Regional Projects from \$430,000 to \$655,000 and the budget for System Rehabilitation from \$1,000,000 to \$775,000; and

WHEREAS, the District is unlikely to expend \$775,000 in System Rehabilitation expenses in FY 2021/22. Staff is proposing an additional budget adjustment to the FY 2021/22 Budget within Fund 400 adjusting the budget for Participation in Regional Projects from \$655,000 to \$957,000 and the budget for System Rehabilitation from \$775,000 to \$473,000; and

WHEREAS, the District is willing to accept the improvements in accordance with the provisions of Construction Contract and the District’s Standard Specifications and Improvement Standards for Sanitary Sewers.

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

1. Finds the El Don Sewer Replacement Project categorically exempt from the California Environmental Quality Act (CEQA per Section 15302 (Replacement or Reconstruction)); and
2. Authorizes the General Manager to execute the attached Construction Contract between South Placer Municipal Utility District and Glissman Excavating, Inc. for the El Don Sewer Replacement Project.
3. Authorizes line-item budget adjustments within Fund 400 to: a) adjust Participation in Regional Projects from \$655,000 to \$957,000; and b) System Rehabilitation from \$775,000 to \$473,000.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 4th day of November 2021.

Signed: _____
Will Dickinson, President of the Board of Directors

Attest: _____
Emilie Costan, Board Secretary

CONTRACT FOR SERVICES

SPMUD – EL DON DRIVE SEWER LINE AND MANHOLE REPLACEMENT

THIS CONTRACT is made on this ____ day of November, 2021, between the SOUTH PLACER MUNICIPAL UTILITY DISTRICT ("District") and Glissman Excavating, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the District desires to repair portions of its sewer system on El Don Drive in Rocklin, California, concurrently with construction by the City of Rocklin on an emergency basis to repair storm drains and appurtenances damaged during recent storms, which also impacted adjacent and underlying District infrastructure, and;

WHEREAS, the Contractor has been selected by the City of Rocklin to perform the storm drain repairs, and has presented a proposal to the District dated November 2, 2021 (attached hereto and incorporated herein as Exhibit "A") to perform repair and replacement work to District facilities in that location on an emergency basis and is duly licensed, qualified and experienced to perform the construction of such facilities (the "Project" or "Work");

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 complete and useable facilities pursuant to the Scope Work set forth in the Contractor's proposal in Exhibit A, subject to the approval of and inspection by the District.

5.2 TIME OF PERFORMANCE: The Contractor is to commence upon execution of this Contract.

5.3 COMPENSATION: The Contractor shall be paid an amount not to exceed \$273,881 for all work, materials and bid items described in Exhibit A without the District's prior written approval.

Said amount shall be paid upon completion of the work.

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 therein 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 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 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.

SECTION 6

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SECTION 7

INSURANCE

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

Limits of Liability:

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

Workers compensation Insurance:

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

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

2. ENDORSEMENTS:

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

- A. "The SOUTH PLACER MUNICIPAL UTILITY DISTRICT, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising

out of the operations by or on behalf of the named insured in the performance of this Agreement."

- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the DISTRICT with respect to any insurance or self-insurance programs maintained by the DISTRICT and no insurance held or owned by the DISTRICT shall be called upon to contribute to a loss."
- C. "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT."

3. AUTOMOBILE LIABILITY INSURANCE:

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

SECTION 8

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SECTION 9

GENERAL CONDITIONS

- 9.1 GENERAL DESCRIPTION OF WORK:** This work is will be performed on an existing sewer system owned and operated by the District.
- 9.2 LOCATION OF WORK:** The Project is on El Don Drive near Wildflower Court in Rocklin, California.
- 9.3 TIME OF COMPLETION:** Time is of the essence, the Contractor has until December 31, 2021 to complete this project.
- 9.4 POINT OF CONTACT (POC):** The following District personnel are available to this project:

<u>Name:</u>	<u>Capacity/Title:</u>	<u>Phone No:</u>
Carie Huff	Owner's Representative	(916) 786-8555
Emilie Costan	Payments	(916) 786-8555
Aaron Moore	Lead Inspector	(916) 872-3060

The District Superintendent, or his duly appointed representative, is the project manager for this District project and is the Contractor's primary POC. Additional contact information:

Carie Huff Project Manager
Phone: (916) 786-8555
FAX: (916) 786-8553
E-mail: chuff@spmud.ca.gov
Address: 5807 Springview Drive, Rocklin, CA 95677

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

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

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

By: _____
(Contractor's signature)

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

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

9.8 INSPECTION: All material and equipment will be inspected to ensure compliance with the plans and specification requirements.

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

9.10 PROGRESS PAYMENT INVOICING INSTRUCTIONS: Upon completion of work or delivery of items, the Contractor is to submit an invoice (in duplicate) to the General Manager or his designated representative for certification of work completed or delivery in satisfactory manner.

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

SECTION 10

SPECIAL PROVISIONS

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

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

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

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

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

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

Engineer/Architect: **GENERAL MANAGER:** The General Manager of South Placer Municipal Utility District or his duly designated District representative.

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

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

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

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

10.4 SHOP DRAWINGS: The Contractor shall provide shop drawings to the District for approval as required for the proper prosecution of all aspects of the work.

10.5 PERMITS: The Contractor shall obtain all necessary permits required for the completion of the Scope of Work.

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

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

10.7 MANHOLE ENTRY: All entries into active sanitary sewer manholes are 'Permit Required' confined space entries, and said entries shall comply with all U.S. OSHA and CAL OSHA safety requirements. These entries shall apply to Contractor's, sub-contractors, their employees, and corporate officers. It shall be the responsibility of the contractor to conform to these safety requirements and provide all the necessary confined space entry equipment. The Contractor shall provide a copy of each completed confined space entry permit to the District upon demand. In addition, as stated in Section 10.6 "Regulatory Compliance", Contractor shall provide to District evidence of completion of confined space training requirements as per Federal Regulation 1910.146 - Permit - Required Confined Spaces.

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

10.8 BYPASS OPERATIONS: This project necessitates the bypass of live sewer lines. The Contractor shall make provisions to ensure uninterrupted service served by the piping under rehabilitation in such a fashion, that no sewer spills occur. Should a sewage spill occur, as defined by the California Regional Water Control Board, the contractor shall be liable for any and all fines and costs associated with mitigating the spill, cleanup, damage and reporting. The Contractor shall submit a bypass plan and obtain the approval of the District for the method of sewer bypass prior to initiation. Labor and equipment used for sewer bypass operations shall be provided by the Contractor and included into the contracted price.

- a. Redundancy. Two pumps, each with the capability of handling the flows, are required. Bypass operations shall be designed in such a manner that the second pump can immediately take the flows of the primary pump in the event of a failure - until the primary pump failure is resolved. The discharge and suction pipe/hose shall be connected to the pumps such in a manner that no sewage is spilled during the transition from the primary pump to the secondary pump.
- b. The entire system shall be tested (daily) with fresh water for leakage, in the presence of the District Inspector. Any and all leaks shall be corrected prior to startup of the bypass

operations. The system shall be flushed with fresh water prior to dismantling to ensure raw sewage is not spilled.

- c. Bypass operations shall accommodate traffic from the public streets and private property such as driveway access and must comply with the encroachment requirements.
- d. Contractor shall provide an emergency response plan that details spill containment and proper clean up.
- e. The contractor's submittal of his proposed bypass plan must comply with the District's minimum requirements for bypass pumping and must include a simple detail drawing of the setup, the pump curve(s), size/type of the hoses/piping and a narrative describing the bypass operations.

10.9 TRAFFIC CONTROL: Traffic control requirements shall be dictated by encroachment permit issued by the local governing agency. Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic. Contractor is responsible to familiarize themselves with liner installation sites and all conditions affecting traffic control. Contractor is encouraged to attend the Pre-Bid meeting, which will include visits to all sites. Labor and equipment used for traffic control operations shall be provided by the Contractor and included into the contracted (unit cost) pricing.

10.10 EXISTING UTILITIES: The Contractor is hereby notified that prior to commencing construction, he is responsible for contacting all utility companies for verification at the construction site of the locations of all underground facilities that may conflict with the placement of the improvements shown on the plans. The Contractor shall call "Underground Service Alert" at 811 forty-eight (48) hours before any excavation is started.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety, and welfare of workmen and the public.

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

SECTION 11

GENERAL PROVISIONS

11.1 Entire Agreement; Amendment. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Contract supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Contract. This Contract may be amended only by a subsequent written contract approved and signed by both parties.

11.2 **Independent Contractor.** Contractor's relationship to District is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Contractor shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

11.3 **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

11.4 **Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Contract.

11.5 **Governing Law.** This Contract will be governed by and construed in accordance with the laws of the State of California.

11.6 **Signature Authority.** Each party warrants that the person signing this Contract is authorized to act on behalf of the party for whom that person signs. The parties may execute and deliver this Contract and documents necessary to perform it, including task orders and amendments, in any number of original or facsimile counterparts. When each Party has signed and delivered at least one counterpart to the other Party, each counterpart shall be deemed an original and, taken together, the counterparts shall constitute one and the same document, which shall be binding and effective.

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

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

By: _____
Herb Niederberger, General Manager

Attest:

By: _____
Emilie Costan, Secretary to the Board

Contractor

GLISSMAN EXCAVATING, INC.

By: _____

Title: _____



November 3, 2021

SPMUD -Cost Proposal -El Don Drive Sewer Line and Manhole Replacement

Prepared For:

SPMUD
5807 Springview Dr/
Rocklin Ca 95677
Office: (916) 786-8555

Prepared By:

Luke Spence
Glissman Excavating, Inc.
P.O. Box 210
Loomis, CA 95650
Office: (916) 652-3567
Cell: (916) 316-1911

Aaron Moore/Carie Huff

Please see below information for the quote break down reference the Sewer Line Replacement at El Don Drive in Rocklin Ca.

- *Location of Project*
- *Scope of Work*
- *Assumptions*
- *Authorization*

Location of Project

The project is located at.: In the center of El Don Drive near Wild Flower Court in Rocklin Ca 95677.

Scope of Work

Removal of 160 LF of existing clay 8” sewer pipe and replace with C900 DR18 pipe as well as install a new 48” manhole.

Bid Items Included:

1. *Bypass Pumping as needed and required*
2. *Saw cut, demo and remove all asphalt as needed for piping project*
3. *Trenching Excavation*
4. *Shoring*
5. *Removal of 160 LF of clay 8” pipe*
6. *Demolition and removal of (1) existing manhole*
7. *Over Excavation below flow line for new pipe*
8. *Bedding with ¾: crushed rock per SPMUD standards*
9. *Wrap pipe with fabric and crush rock as per SPMUD Standards*
10. *Shoot Grades and set new manhole uphill from existing manhole on El Don Drive, (Final Location TBD by SPMUD)*
11. *Tie in existing 8” clay pipe at Inlet side into new manhole*
12. *Tie in C900 DR18 new pipe into new manhole on outlet side*
13. *Run 160’ of C900Dr18 pipe to existing manhole*
14. *Slurry over pipe with two sack slurry*
15. *All pumping of ground water is included*
16. *Backfill entire trench with approved base rock up to asphalt sub grade*
17. *Compact all aggregate base to city standards, compaction testing is covered by contractor*
18. *New paving as required 4” thick with roadway striping included.*
19. *Weekend monitoring of bypass pumping.*
20. *All road construction signage and temp fencing is included*
21. *Prevailing Wage is included with all required reporting*



Exclusions:

This proposal does not cover rock excavation, blasting, saw cutting, fracturing. New line to be run in the existing trench line of existing sewer line not to accede further depth than what existing sewer line is set at.

Permits are not included

Camera inspection is not included in new line, SPMUD to camera new pipe.

Holiday Pay is not included.

SWPPP Plan is not included

Bonding is Not included (If Bonding is requested the cost will be 2% of the below total project cost.

Total Project Cost: \$273,881.00

Authorization

SPMUD agrees to the scope of work provided on the above proposal dated November 2, 2021. Glissman Excavating, Inc. will provide the services in full for the detailed above scope of work. Authorization and commencement of above work requires signatures from both parties. This proposal is valid for five (5) days.

Agreed to:

Client:

SPMUD

Date: _____

Contractor:

Glissman Excavating, Inc.

Date: _____



Glissman Excavating

November 3, 2021

Signature: _____

Signature: _____

Title:

Title:

GENERAL MANAGER REPORT

To: Board of Directors
From: Herb Niederberger, GM
Date: November 4, 2021
Subject: General Manager Monthly Staff Report – October 2021

1) DEPARTMENT REPORTS

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

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

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

2) INFORMATION ITEMS

- A. On October 1, 2021, the General Manager and District Engineer, Carie Huff, participated in a conference call with a representative of Bennet’s Kitchen regarding the proposed re-use and retrofit of the building located in the vacant Chevy’s restaurant on Lonetree Blvd.
- B. Also, on October 1, 2021, the General Manager, District Superintendent, Eric Nielsen, and Director Murdock met with a homeowner on Greenbriar Lane to discuss the installation of a property-line-clean-out (PLCO) in the homeowner’s yard. It was agreed that the District would investigate relocation of the PLCO closer to the sidewalk. After further investigation and determination of the other utilities in the public utility easement, it was concluded that the PLCO would be lowered in place.
- C. On October 5, 2021, the General Manager and the Administrative Services Manager, Emilie Costan, participated in a Zoom Meeting with the District General Counsel to discuss SB278 and its impact on the EPMC determinations from CalPERS.
- D. On October 19, 2021, the General Manager and District Engineer, Carie Huff, met with representatives from Bender Rosenthal to discuss negotiations for the easement at 5361 Saunders Avenue in Loomis and over the Hurtado property in Newcastle. There was also discussion of a much larger right-of-way determination and acquisition project in Newcastle CA.
- E. Also on October 19, 2021, the General Manager and District Engineer, Carie Huff, participated in a Microsoft Teams Meeting with District General Counsel to discuss: 1) negotiations for the easement at 5361 Saunders Avenue in Loomis; 2) LAFCO findings regarding the District’s service area; and a discussion of the District’s procedures for Out-of-Area Service Agreements and Annexations within the Sphere of Influence; 3) a Resolution of Intent for the November Board meeting that ensures compliance with the California and Federal Voting Rights Acts,

the Fair Maps Act, incorporation of the most recent census data and an open, accessible, transparent process that engages District constituents in the ongoing redistricting effort.

F. On October 28, 2021, the General Manager along with several District representatives attended the Rocklin Chamber of Commerce, State of the City Event at the Rocklin Event Center. Among the speakers were David Attaway, CEO of Placer County tourism and Cheryl Keller, President of the Placer County Association of Realtors. The keynote speaker, Rocklin Mayor Jill Gayaldo, spoke about updates, future plans and continuing projects within the City of Rocklin. Mayor Gayaldo also conducted a fireside chat with the Rocklin City Manager and representatives of Quick Quack Car Wash and Trader Joes.

G. Also on October 28, 2021, the General Manager participated in a Zoom meeting of the SACOG Green Means Go (GMG) Roundtable with other member jurisdictions. The GMG is a multi-year pilot program proposed by SACOG to lower greenhouse gas (GHG) emissions in the six-county Sacramento region by accelerating infill development through infrastructure investments and local policy changes and reducing and electrifying vehicle trips. Some of GMG goals involve: 1) strategically allow for higher density; 2) transition from discretionary review to by-right development review; 3) reduce or remove parking mandates; 4) fee reform; and 5) facilitate middle densities in adjacent neighborhoods. The District’s involvement is twofold: 1) fee reform involves moving from per unit to per square foot metrics for assessing fees; and 2) the District’s policy to use existing sewer easements and access roads as part of a greater bike trail route through Placer County.

H. Advisory Committee Meetings:

There were no advisory committee meetings in October

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

PO Req#	Date	Vendor	Description	Amount
229	10/14/21	Sonsray Machinery LLC.	87” Point Flail Mower	\$7,032
231	10/26/21	Youngdahl Consulting Group	Special Inspection Services for the SPMUD Building Addition	\$25,734

4) **LONG RANGE AGENDA**

December 2021

- Closed Session – GM Employee Evaluation
- Final Audit and Consolidated Annual Financial Report
- Participation Charge Report for FY 2020-21
- Authorize Remote Teleconference Meetings
- Redistricting Workshop #1 and Public Hearing

December 2021 (Special Meeting)

- Authorize Remote Teleconference Meetings

January 2022

- Selection of Officers
- GM Goals
- Redistricting Workshop #2 and Public Hearing
- Authorize Remote Teleconference Meetings

February 2022

- Quarterly Investment Report
- Authorize Remote Teleconference Meetings
- Mid-Year Budget Adjustments
- Redistricting Workshop #3 and Public Hearing
- Award Corp Yard Construction Contract

ITEM VIII. ASD REPORT

To: Board of Directors

From: Emilie Costan, Administrative Services Manager

cc: Herb Niederberger, General Manager

Subject: Administrative Services Department Monthly Report

Board Date: November 4, 2021

Fiscal Year 20/21 Audit Work

Administrative Services Staff is continuing to work with the Auditors from Munn, Urrutia, & Nelson on the Fiscal Year 20/21 Audit. The final Audit document is calendared for presentation and acceptance by the Board at the December 2021 Board meeting.

CalPERS Educational Forum

The Administrative Services Manager attended a two-day CalPERS Education Forum. She attended sessions on topics such as pension liability, social security compliance reporting, and the new Senate Bill 278 regarding payroll reporting errors.

New Customer Account Letters

The Administrative Services Staff sent out the first round of new customer account letters. The letters are intended to provide helpful information for customers with new accounts. The letters will be sent out to new account holders at the beginning of each month.

Open Enrollment – American Fidelity

American Fidelity came on site on October 6, 2021, to assist staff with optional benefit enrollments.

October Monthly Investment Transactions per GC §53607

DEPOSITS, TRANSFERS, OR WITHDRAWALS

CalTRUST: None

LAIF: None

Placer County: Transfer of \$3M to PCTIP from WF MM & Cash Account

Wells Fargo: Transfer of \$2,350,111.58 from Money Market Account

ITEM VII. FSD REPORT

To: Board of Directors
From: Eric Nielsen, Superintendent
Cc: Herb Niederberger, General Manager
Subject: Field Services Department Monthly Report
Meeting Date: November 4, 2021

Department Overview

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

1. Break Room Addition, Locker Room and Lobby Improvements

- a. Staff held a kickoff meeting with the construction management firm Capital Project Management and the architect Williams + Paddon. Staff plans to advertise for solicitation of bids in the fall and award the contract at the February 2022 Board Meeting. The start of construction is planned to commence by April 2022 and reach substantial completion by May 2023.

2. CCTV Software

- a. Staff executed the agreement approved by the Board at the August 2021 meeting to update the District's CCTV inspection software. The software implementation is underway and will take place over a 10-12 week period.

3. SCADA Design

- a. Staff is preparing a Request for Qualifications (RFQ) for design of the update to the SCADA system based on information and the recommendations of the SCADA Master Plan.

Reporting

This section provides the Board an overview of the Field Services Department operations and maintenance activities through 9/30/2021. The work listed is not all inclusive.

1. Lost Time Accidents/Injuries (OSHA 300)

- a. Zero (0)
 - i. 1857 days without a Lost Time Accident/Injury

2. Safety/Training/Professional Development

- a. Field Services employees participated in training for the following:
 - i. Defensive Driving

- ii. Lockout Tagout Authorized Person Training
- iii. Vehicle Safety
- iv. Ergonomics
- v. SOP Training on Construction Equipment

3. Customer Service Calls

a. Response Time Goals over the Last 12 Months

	Goal	Average	Success Rate
During Business Hours	< 30 minutes	17 min	95%
During Non-Business Hours	< 60 minutes	52 min	

Service Calls - August

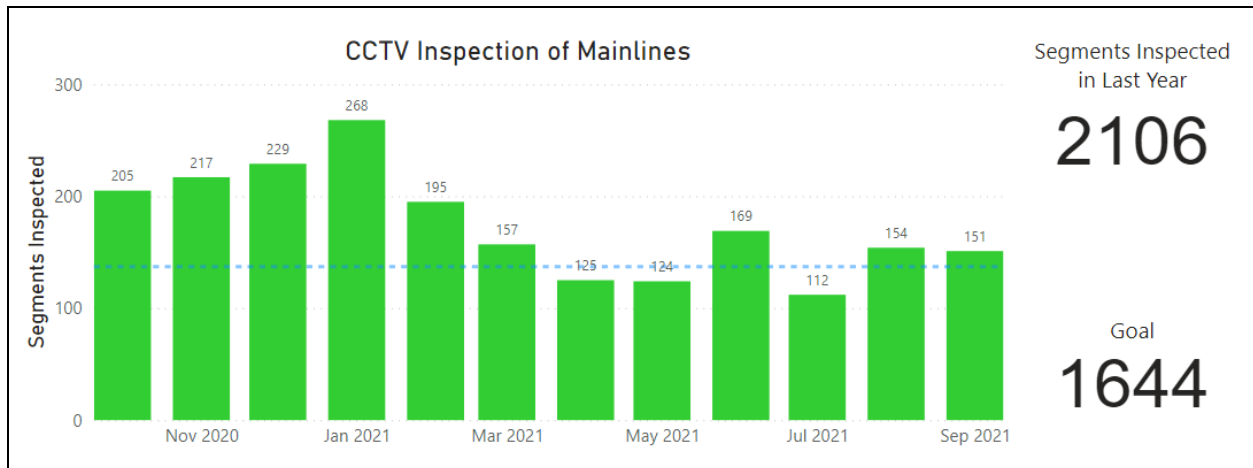
Responsibility	SSO	Stoppage	Odor	Alarm	PLSD	Vermin	Misc
N/A			1			4	2
Owner Responsibility		5	2		3	1	1
PCWA							1
SPMUD Responsibility		2		7			1
Total		7	3	7	3	5	5

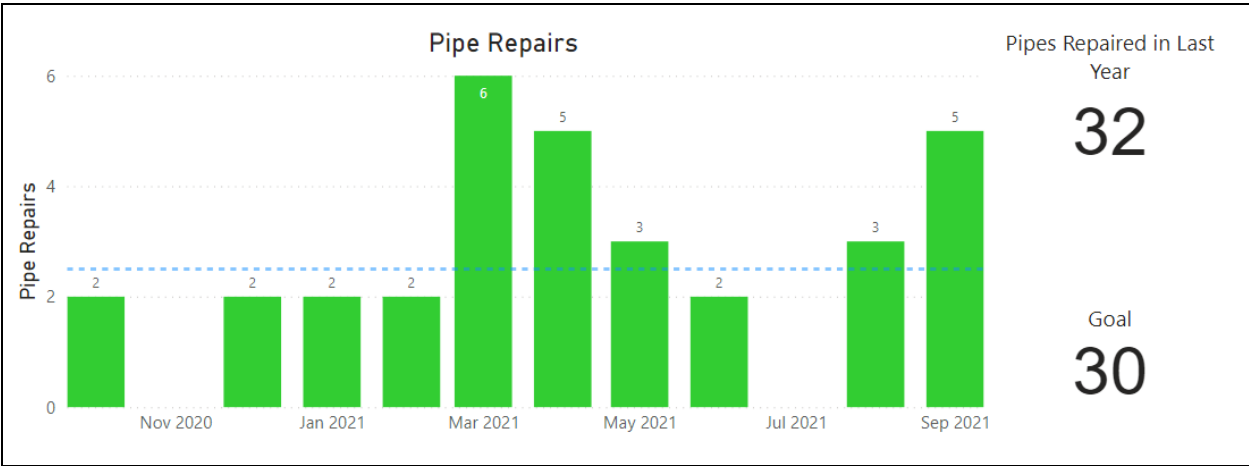
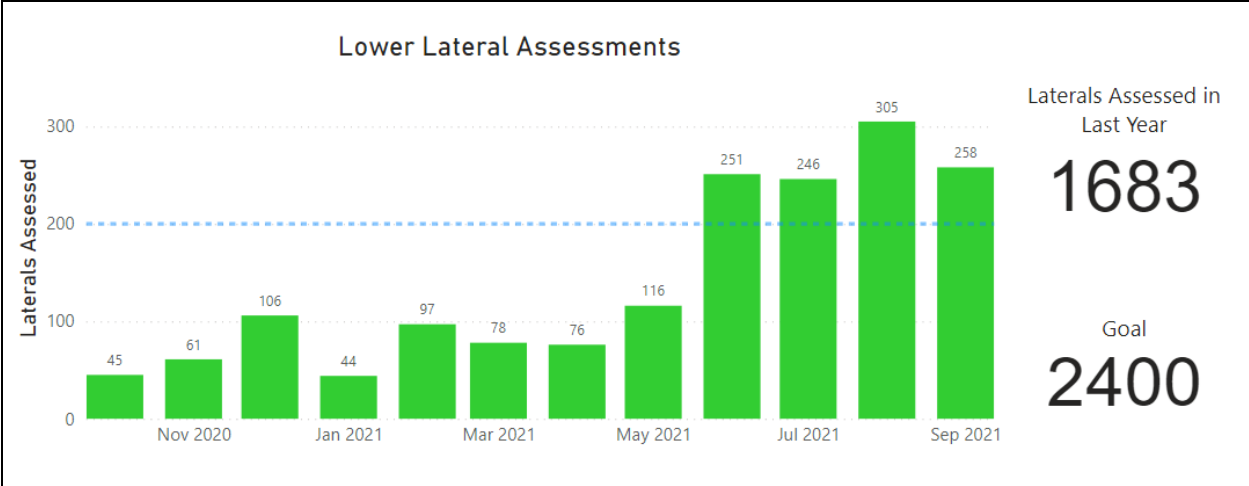
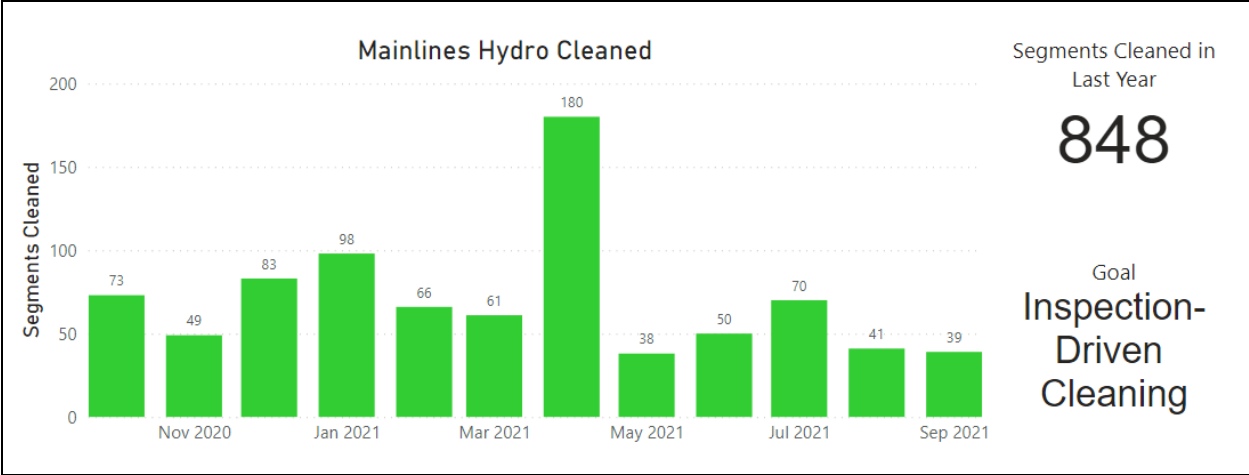
Total Service Calls

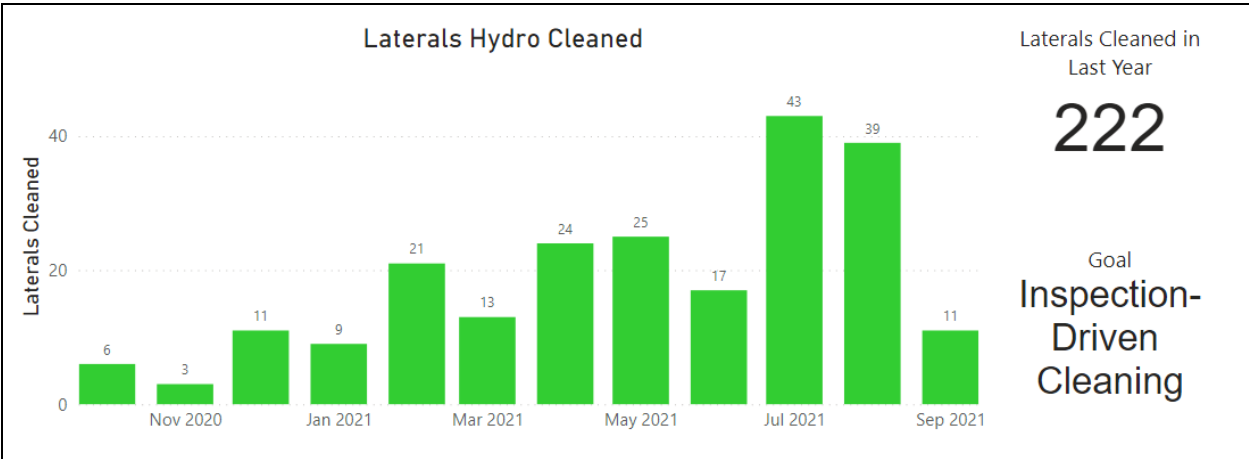
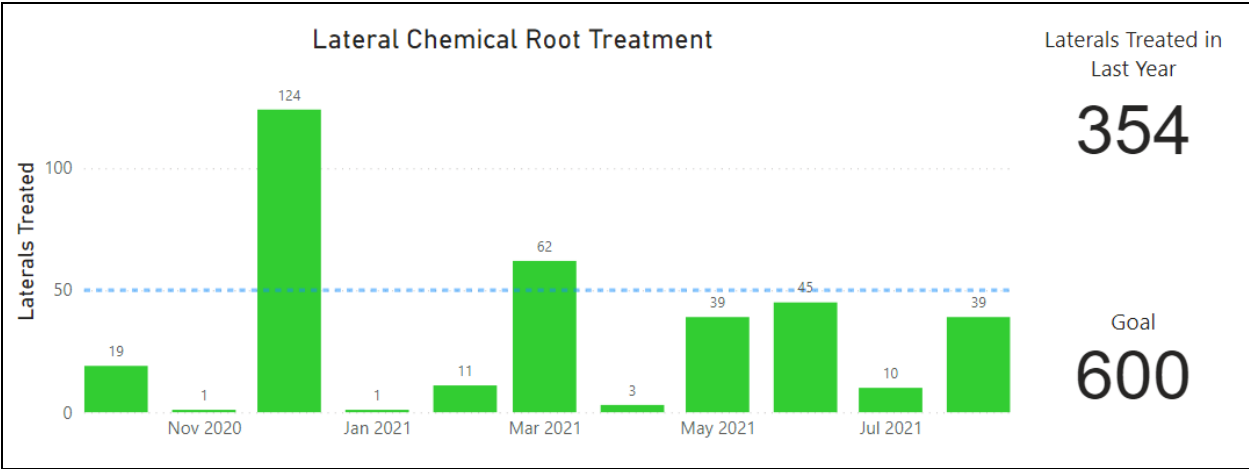
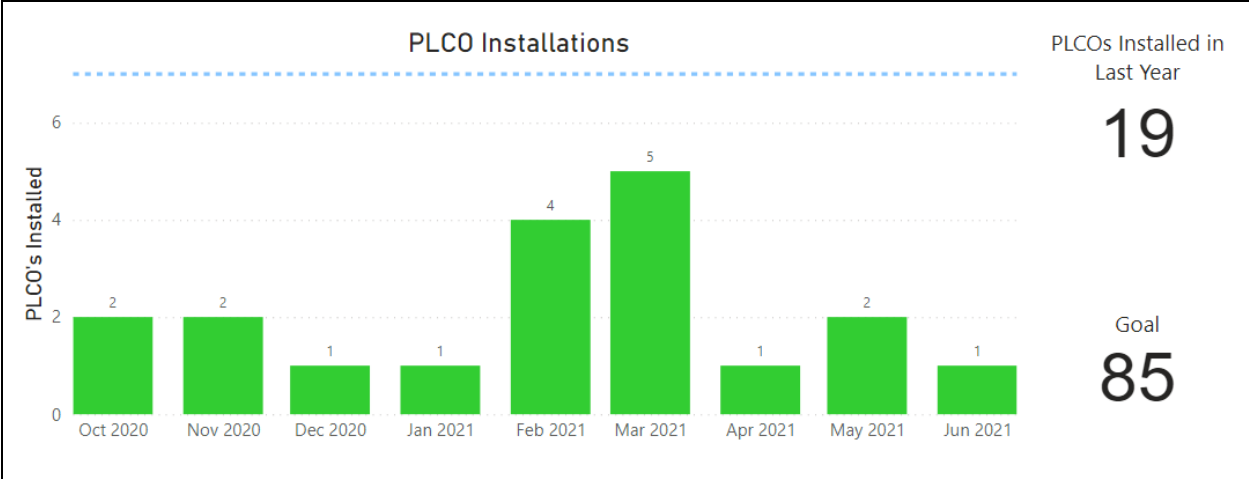
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4. Production

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: November 4, 2021

Department Updates

On October 6th, the District performed the annual meter verification with the City of Roseville and Placer County.

On October 9th, Travis Wilson, Inspector I, received his CWEA Grade 3 certification.

On October 28th, the District Engineer attended Rocklin’s State of the City presentation.

On October 28th, the District Engineer participated in Water Design-Build Council’s (WDBC) Online Collaborative Delivery Education Session. The WDBC’s course is intended to provide alternative project delivery options from the traditional design, bid build.

Commercial EDU Tracking

TSD is continuing to review and enter historical data for commercial properties into the Lucy database. To date, three quarters of the District has been audited. It is anticipated that entering the historical information will continue through March of 2022. This new work program will ensure that every commercial property is audited at least once a year through planned work that is tracked and updated through Lucy. ASD will use this information to update billing.

Corporation Yard Wall Replacement Project

Installation of the fence, gate and screening is complete, and the contractor is working on punch list items. The Notice of Completion is anticipated to be on December’s agenda.

LAFCO

The recent Boyington Road annexation application to Placer County Local Agency Formation Commission (LAFCO) generated additional discussion with LAFCO regarding the District’s procedures for annexations and out of area service agreements. The District Engineer is working with LAFCO’s new Executive Director to resolve the District’s boundary and to formalize these procedures moving forward. More information will be presented at a future board meeting.

FOG Program

The FOG Program continues to focus its efforts on inspecting grease control devices (GCD’s) to ensure proper pumping frequencies. These types of inspections also allow the District to inspect the critical components of a GCD to ensure that they are intact and functioning properly. In addition, the District is currently seeing an increase in tenant improvements (TI’s) for new restaurants. The District’s FOG Inspector plays an important role in the plan check process for restaurant TI’s, as most of these submittals have unique challenges to overcome with existing

infrastructure. Using practical knowledge gained through the District’s FOG inspection process, the FOG Inspector provides vital insight to the functionality of a healthy grease waste system. This also allows for the introduction of the District’s FOG Program at the earliest stages of a new restaurant which has been proven to be effective in gaining compliance. Overall, compliance in the District’s FOG program is continuing with a positive trend, a testament to the efforts and foundation of this program.

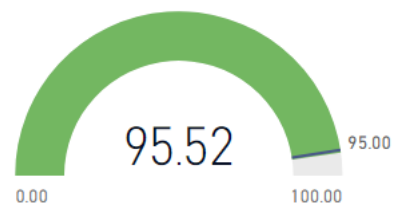
Department Performance Indicators

The following charts depict the efforts and performance of the department in the following areas of work as of September 30th, 2021. 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.

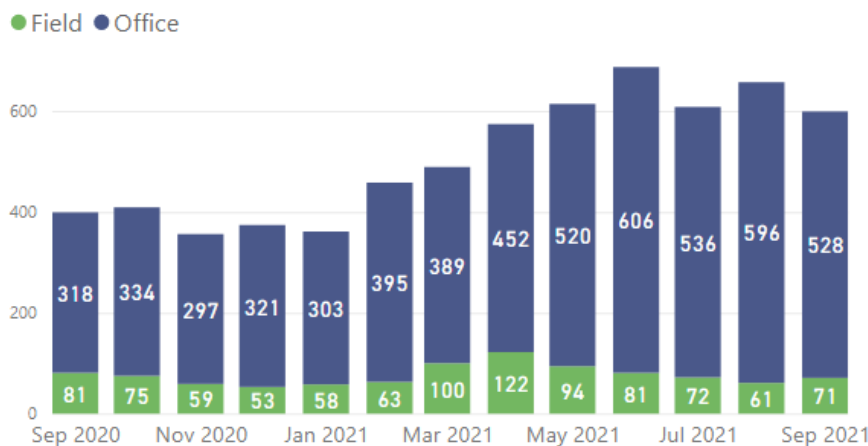
Plan Checks Completed - Monthly Totals



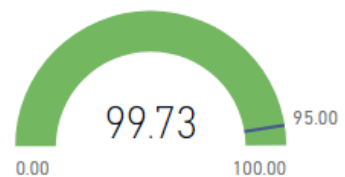
% "In Time" Plan Checks



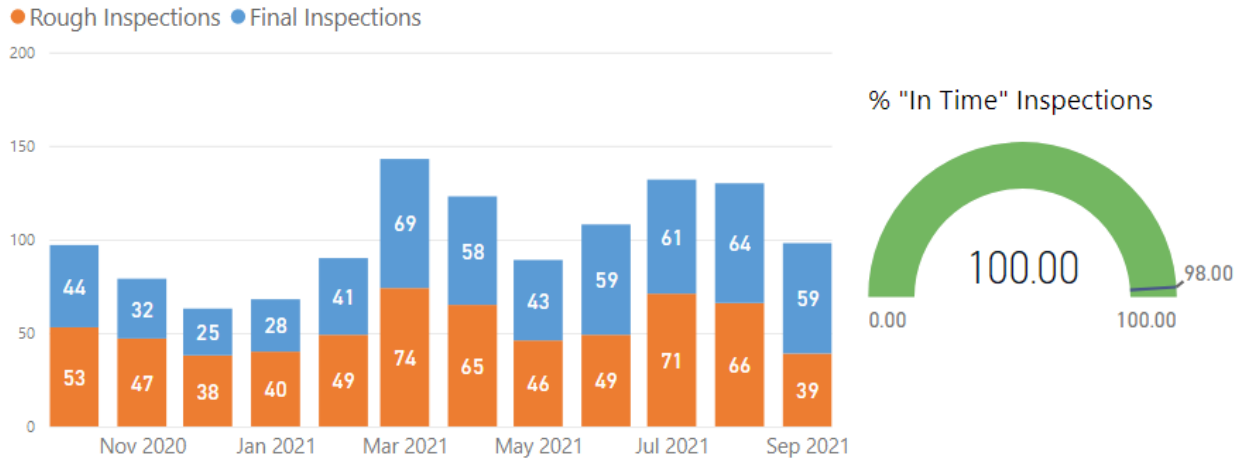
811 Responses - Monthly Totals



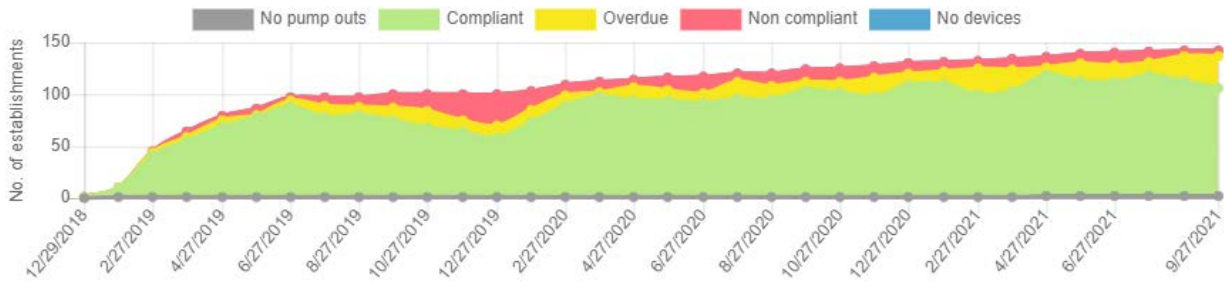
% "In Time" Responses ...



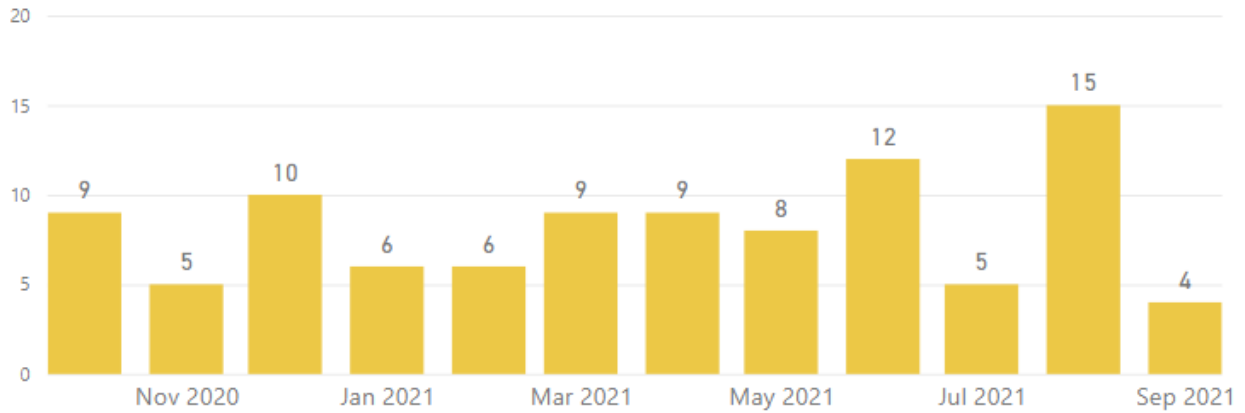
Building Sewer Inspections - Monthly Totals



FOG Compliance History



FOG Pickups - Monthly Totals



Grease Interceptor Inspections

Template ● GGI Core Sample Inspection - Outside ● HGI Core Sample Inspection - Inside

