



**SPMUD BOARD OF DIRECTORS
REGULAR MEETING: 4:30 PM
February 1, 2024**

SPMUD Boardroom
5807 Springview Drive, Rocklin, CA 95677

Zoom Meeting: 1 (669) 900-9128
Meeting ID: 882 7964 9201

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 the District's outdoor bulletin board at 5807 Springview Drive Rocklin, CA. Meeting facilities are accessible to persons with disabilities. Requests for other considerations should be made at (916) 786-8555.

The February 1, 2024 meeting of the SPMUD Board of Directors will be held in the District Board Room at 5807 Springview Drive in Rocklin, CA 95677 with the option for the public to join via teleconference using Zoom Meeting 1 (669) 900-9128, <https://us02web.zoom.us/j/88279649201>. Public comments can be made in person at the time of the meeting or emailed to ecostan@spmud.ca.gov from the time the agenda is posted until the matter is heard at the meeting. Comments should be kept to 250 words or less.

AGENDA

I. CALL MEETING TO ORDER

II. ROLL CALL OF DIRECTORS

Director Gerald Mitchell	Ward 1
Director William Dickinson	Ward 2
Vice President Christy Jewell	Ward 3
President 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 made in person at the time of the meeting or 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 4 to 50]

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 February 1, 2024 meeting.

1. MINUTES from the January 4, 2024, Regular Meeting. [pg 4 to 7]
2. ACCOUNTS PAYABLE in the amount of \$525,249 through January 21, 2024. [pg 8 to 12]
3. QUARTERLY INVESTMENT REPORT in the total amount of \$75,271,016 [pg 13 to 15] through December 31, 2023.
4. BILL OF SALE Acceptance of the Bill of Sale for Sewer Improvements within the Woods at Crowne Point (aka Croftwood Unit 2) with an estimated value of \$1,596,425. [pg 16 to 19]
5. RESOLUTION 24-02 AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AGREEMENT WITH CINTAS CORPORATION FOR UNIFORM RENTAL AND FACILITY SERVICES. [pg 20 to 28]
6. RESOLUTION 24-03 AUTHORIZING THE GENERAL MANAGER TO EXECUTE CONSTRUCTION COOPERATION AGREEMENTS FOR THE CITY OF ROCKLIN'S FIVE STAR BOULEVARD, DESTINY DRIVE, AND MISSION HILLS PHASE IV PAVEMENT RECONSTRUCTION AND THE PARK DRIVE PAVEMENT REHABILITATION PROJECTS. [pg 29 to 50]

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. LUCILLE'S NOTICE OF VIOLATION APPEAL [pg 51 to 91]

Staff will report to the Board on the appeal of the Notice of Violation issued to Lucille's Smokehouse and BBQ.

Action Requested: Roll Call Vote

Staff recommends that the Board of Directors deny the appeal and affirm the requirements outlined in the Stipulation and Administrative Order based upon the following findings:

1. Excessive grease accumulation has been observed in the new pipeline downstream of Lucille's; and
2. The existing grease interceptor is failing to control or mitigate fats, oils, and grease in the effluent.
3. These are violations of the District's Sewer Code and the City of Roseville's Municipal Code.
4. The CCTV inspection on January 17, 2024, indicates that frequent ongoing cleaning and inspection of the sewer lines downstream of Lucille's will be required to prevent a sanitary sewer overflow (SSO).

2. RESOLUTION 24-04 AMENDING RESOLUTION 23-22, AND APPROVAL OF MID-YEAR ADJUSTMENTS TO THE FISCAL YEAR 2023/24 BUDGET [pg 92 to 100]

Staff will report to the Board the mid-year budget adjustments recommended for Fiscal Year 2023/24.

Action Requested: Roll Call Vote

Staff recommends that the Board of Directors adopt Resolution 24-04, amending Resolution 23-22 and authorizing the following adjustments to the FY2023/24 Budget:

- 1. Increase the Revenue Budget by \$700,000: from \$20.77M to \$21.47M.**
- 2. Increase the Operating Fund Budget by \$18,000: from \$21.61M to \$21.63M.**
- 3. Increase the Capital Budget by \$253,000: from \$15.75M to \$15.99M.**

3. SOUTH PLACER WASTEWATER AUTHORITY (SPWA) BOARD MEETING REPORT Verbal

There will be a brief update on the recent actions and activities of the SPWA Board.

No Action Requested: Informational Item

VII. REPORTS [pg 101 to 114]

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

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

If there is no other Board business the President will adjourn the meeting to the next regular meeting to be held on **March 7, 2024, at 4:30 p.m.**

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

Meeting	Location	Date	Time
Regular	SPMUD Boardroom Zoom Meeting	January 4, 2024	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 Williams presiding at 4:30 p.m.

II. ROLL CALL OF DIRECTORS:

Present: Director Jerry Mitchell, Director Will Dickinson, Director Christy Jewell, Director James Durfee, Director Jim Williams

Absent: None

Vacant: None

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

III. PLEDGE OF ALLEGIANCE: ASM Costan 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. SELECTION OF OFFICERS AND APPOINTMENTS TO THE TEMPORARY ADVISORY COMMITTEES AND SPWA BOARD

President Williams dissolved the existing advisory committees.

President Williams nominated the current Vice President James Durfee to succeed as the new President for 2024.

Director Williams made a motion to nominate Director Jewell to serve as Vice President, a second was made by Director Mitchell, a voice vote was taken, and the motion carried 4-0 with Director Jewell abstaining.

President Durfee created temporary advisory committees and appointed Directors to serve as follows:

- Fee & Finance Committee: Director Dickinson & President Durfee
- Personnel Advisory Committee: Director Dickinson & Vice President Jewell
- Policy & Ordinance Advisory Committee: Vice President Jewell & Director Mitchell
- Infrastructure Advisory Committee: Director Dickinson & President Durfee
- Loomis 2 x 2 Committee: President Durfee & Director Williams

Rocklin 2 x 2 Committee: Director Dickinson & Director Mitchell

President Durfee appointed Director Williams as District representative to the South Placer Wastewater Authority Board of Directors with Director Dickinson serving as alternate.

VI. CONSENT ITEMS:

1. MINUTES from the December 7, 2023, Regular Meeting.
2. ACCOUNTS PAYABLE in the amount of \$3,472,016 through December 26, 2023.
3. RESOLUTION 24-01 NOTICE OF COMPLETION FOR THE SPMUD BUILDING ADDITION AND TENANT IMPROVEMENTS PROJECT.

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

VII. BOARD BUSINESS

1. SEWER PARTICIPATION CHARGE ANALYSIS

GM Niederberger presented a detailed discussion on the District’s sewer participation fee compared to other regional agencies. He shared information on the compliance of the District’s participation fee, how the fee differs from those imposed by Cities and Counties, and the results of a regional exaction study commissioned by the City of Roseville in 2021 that compared regional permitting and development fees based on use and included Northwest Rocklin.

Director Dickinson asked if the participation fee is subject to Proposition 218, and GM Niederberger confirmed it is not. Director Dickinson also asked why the presentation shows that Placer County has a regional fee that is less than the South Placer Wastewater Authority’s (SPWA) adopted fee. GM Niederberger commented that it is due to the timing of Placer County’s adoption of updated fees. Director Dickinson asked where the developer-contributed system expansions and enlargements show up in the permitting and development fees shown in the Roseville study. GM Niederberger shared that the fees are included in the plan area impact fees and developer contributions row in the detailed tables. These fees are high for many of the Cities and the County and low in the City of Rocklin. Director Williams added that these fees are typically financed and accessed as Mello Roos taxes. Director Dickinson commented that these fees are not necessarily only for sewer infrastructure, and GM Niederberger shared that they could be for roads, parks, water, sewer, or any type of infrastructure.

Vice President Jewell asked how a developer would obtain an estimate of all fees due for their project. DE Huff shared that the City of Rocklin has a fee sheet; however, she does not believe that the District is included in it. Vice President Jewell expressed concern that the total fee comparison presented in the Roseville study is not being communicated to the developers in a comprehensive fee estimate. Director Williams commented that the District has been proactive in sharing fee information with the City, Town, and County. He added that fees in another jurisdiction like Roseville will seem lower due to the financing of infrastructure through development agreements that are then accessed to the property taxes with some properties having high Mello

Roos taxes that are assessed for a very long time. This is what creates the perception that the District's fees are higher.

Vice President Jewell asked if the participation fees collected are used for expansion in the area developed. GM Niederberger shared that the fees are collected for expansions of the system in the entire service area and are based on the improvements needed to fund necessary enlargements and expansions based on the anticipated buildout approved by the jurisdictions in their General Plans. The fee is set using the most recent System Evaluation and Assurance Plan (SECAP) and Capacity Fee Study. GM Niederberger added that permitting agencies have attempted to make one-stop shops for development fees; however, there have been issues with the proper collection of fees and in most jurisdictions, the developer has to go to multiple locations to pay the fees. Counties do have Business Environmental Resource Councils that can help businesses estimate project fees.

Director Mitchell shared appreciation with staff for providing this information. He suggested that the information be posted on the District website. He suggested a collaboration to complete updated permitting and development fee exaction studies.

President Durfee added that the participation fee is used only for capital expansion and enlargement and there is no discretion to use the funds for other purposes.

Director Dickinson commented that he believes the FAQs need to be condensed and rewritten for the general public. GM Niederberger shared that he wanted to provide the detailed FAQs for the board report but would display the consolidated FAQs on the District website. Director Mitchell commented that he believes all the information presented should be readily available.

2. GENERAL MANAGER GOALS FOR 2024

GM Niederberger shared his proposed goals for 2024 which include addressing the 2023 Financial Statement comment regarding unapplied credits by negotiating the restructuring of the billings for Del Oro High School and Sierra College, transferring those assets south of Highway 65 to the City of Roseville, transferring the Rogersdale assets to the County of Placer, and managing the recruitment of a new General Manager.

President Durfee asked that the GM reach out to the City Manager and Town Manager before initiating discussions with the schools.

Director Dickinson asked that the current construction projects be added to the GM Goals. GM Niederberger commented that the construction projects are on the District Engineer's 2024 Goals. Director Williams suggested that the Department Manager Goals be attached as appendices to the GM 2024 Goals.

Director Williams made a motion to approve the General Manager Goals for calendar year 2024 with the Department Manager Goals attached as appendices; a second was made by Director Mitchell; a voice vote was taken, and the motion carried 5-0.

VIII. REPORTS

1. **District General Counsel (A. Brown):**

General Counsel Brown had no report for this meeting.

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

A. ASD, FSD & TSD Reports:

GM Niederberger shared that he may be out of the office for one to two weeks in February. There were no other comments on the department reports.

B. Information Items:

There will be a tour of the corporation yard building addition and tenant improvements at 4 p.m. on February 1st, prior to the board meeting.

3. **Director's Comments:**

Director Williams shared that he is attending an SPWA Director briefing on the scope of work and methodology for the equivalent dwelling unit (EDU) analysis. There will be an SPWA board meeting on January 25th. Director Dickinson asked to be kept informed about the project now that he is serving as alternate on the SPWA Board.

Director Mitchell shared that the Rocklin City Council has an upcoming agenda item regarding development of Highlands Parcel A and Vista Oaks and Monument Springs bridge that may impact the District. DE Huff shared that District staff is aware of the project, and the City has invited the District to participate in the kickoff meeting.

IX. CLOSED SESSION READOUT

The Board met in Closed Session at 5:19 p.m. to discuss pending litigation with the General Counsel and staff. The Board heard a report, and no action was taken. The Board adjourned the closed session at 5:38 p.m.

X. ADJOURNMENT

The President adjourned the meeting at 5:39 p.m. to the next regular meeting to be held on February 1, 2024, at 4:30 p.m.



Emilie Costan, Board Secretary

Item 5.2



South Placer M.U.D.

Check Report

By Check Number

Date Range: 12/27/2023 - 01/21/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
1742	Burrell Consulting Group	01/03/2024	Regular	0.00	10,270.00	16729
1853	Cartwright Nor Cal Inc.	01/03/2024	Regular	0.00	1,190.00	16730
1652	Cintas Corporation	01/03/2024	Regular	0.00	566.38	16731
1068	City of Roseville	01/03/2024	Regular	0.00	9,852.00	16732
1751	Comprehensive Medical Inc.	01/03/2024	Regular	0.00	100.00	16733
1113	Ferguson Enterprises, Inc. 1423 (Main)	01/03/2024	Regular	0.00	4,056.62	16734
1564	Jensen Landscape Services, LLC	01/03/2024	Regular	0.00	1,017.00	16735
1764	Network Design Associates, Inc.	01/03/2024	Regular	0.00	944.00	16736
1218	PCWA	01/03/2024	Regular	0.00	50.58	16737
1475	Petersen & Mapes, LLP	01/03/2024	Regular	0.00	2,076.00	16738
1221	PG&E	01/03/2024	Regular	0.00	1,148.78	16739
1292	SPMUD Petty Cash	01/03/2024	Regular	0.00	65.38	16740
1850	WYJO Services Corp	01/03/2024	Regular	0.00	2,170.05	16741
1327	US Bank Corporate Payment	01/08/2024	Regular	0.00	14,157.40	16742
	Void	01/08/2024	Regular	0.00	0.00	16743
	Void	01/08/2024	Regular	0.00	0.00	16744
	Void	01/08/2024	Regular	0.00	0.00	16745
	Void	01/08/2024	Regular	0.00	0.00	16746
1561	19six Architects	01/10/2024	Regular	0.00	1,987.50	16747
248	AT&T	01/10/2024	Regular	0.00	8.86	16748
1022	AT&T CalNet	01/10/2024	Regular	0.00	539.23	16749
1522	California Department of Fish and Wildlife	01/10/2024	Regular	0.00	350.50	16750
1768	Capital Program Management Inc.	01/10/2024	Regular	0.00	2,208.50	16751
1652	Cintas Corporation	01/10/2024	Regular	0.00	1,071.09	16752
1775	CPS HR Consulting	01/10/2024	Regular	0.00	913.75	16753
1086	Dataprose	01/10/2024	Regular	0.00	1,945.79	16754
1087	Dawson Oil Co.	01/10/2024	Regular	0.00	4,274.06	16755
1131	Granite Business Printing	01/10/2024	Regular	0.00	164.09	16756
1666	Great America Financial Services	01/10/2024	Regular	0.00	570.99	16757
1139	Hill Rivkins Brown & Associates	01/10/2024	Regular	0.00	9,560.00	16758
1833	Joseph Vazquez	01/10/2024	Regular	0.00	112.04	16759
1785	Landmark Construction	01/10/2024	Regular	0.00	120,653.04	16760
1218	PCWA	01/10/2024	Regular	0.00	1,751.08	16761
1221	PG&E	01/10/2024	Regular	0.00	405.49	16762
1685	Streamline	01/10/2024	Regular	0.00	497.00	16763
1325	Tyler Technologies, Inc.	01/10/2024	Regular	0.00	11,660.00	16764
1007	Advanced Integrated Pest	01/17/2024	Regular	0.00	116.00	16765
1021	ARC	01/17/2024	Regular	0.00	134.71	16766
1836	Arrow Fence Company	01/17/2024	Regular	0.00	4,233.00	16767
1828	Carollo Engineers, Inc	01/17/2024	Regular	0.00	20,111.29	16768
1652	Cintas Corporation	01/17/2024	Regular	0.00	549.15	16769
1073	Consolidated Communications	01/17/2024	Regular	0.00	2,122.02	16770
1646	National Benefit Services (NBS)	01/17/2024	Regular	0.00	644.00	16771
1764	Network Design Associates, Inc.	01/17/2024	Regular	0.00	450.00	16772
1218	PCWA	01/17/2024	Regular	0.00	670.81	16773
1221	PG&E	01/17/2024	Regular	0.00	6,067.41	16774
1473	Pitney Bowes Purchase Power	01/17/2024	Regular	0.00	1,299.34	16775
1244	Preferred Alliance Inc	01/17/2024	Regular	0.00	196.56	16776
1518	Sonitrol of Sacramento	01/17/2024	Regular	0.00	64.35	16777
1188	Tri Tech Software Systems	01/17/2024	Regular	0.00	15,728.96	16778
1848	Uhora Engineering & Planning	01/17/2024	Regular	0.00	2,565.00	16779
1867	Wolf Creek Portable Piping Products, LLC	01/17/2024	Regular	0.00	15,740.40	16780
1015	American Fidelity Assurance	01/01/2024	Bank Draft	0.00	323.14	DFT0008756
1230	Pers (EFT)	01/01/2024	Bank Draft	0.00	7,498.48	DFT0008757

Check Report

Date Range: 12/27/2023 - 01/21/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1230	Pers (EFT)	01/01/2024	Bank Draft	0.00	39,630.71	DFT0008758
1230	Pers (EFT)	01/01/2024	Bank Draft	0.00	10,065.30	DFT0008759
1230	Pers (EFT)	01/01/2024	Bank Draft	0.00	183.02	DFT0008760
1230	Pers (EFT)	01/01/2024	Bank Draft	0.00	4,082.00	DFT0008761
1230	Pers (EFT)	01/01/2024	Bank Draft	0.00	108.63	DFT0008762
1586	Principal Life Insurance Company	01/01/2024	Bank Draft	0.00	595.54	DFT0008763
1045	Cal Pers 457 Plan (EFT)	01/05/2024	Bank Draft	0.00	775.00	DFT0008776
1135	Empower (EFT)	01/05/2024	Bank Draft	0.00	260.00	DFT0008777
1135	Empower (EFT)	01/05/2024	Bank Draft	0.00	8,581.00	DFT0008778
1135	Empower (EFT)	01/05/2024	Bank Draft	0.00	756.83	DFT0008779
1042	CA State Disbursement (EF	01/05/2024	Bank Draft	0.00	510.46	DFT0008780
1015	American Fidelity Assurance	01/05/2024	Bank Draft	0.00	351.64	DFT0008781
1229	Pers (EFT)	01/05/2024	Bank Draft	0.00	49.13	DFT0008782
1229	Pers (EFT)	01/05/2024	Bank Draft	0.00	990.74	DFT0008783
1229	Pers (EFT)	01/05/2024	Bank Draft	0.00	1,975.27	DFT0008784
1229	Pers (EFT)	01/05/2024	Bank Draft	0.00	2,103.58	DFT0008785
1229	Pers (EFT)	01/05/2024	Bank Draft	0.00	3,558.07	DFT0008786
1229	Pers (EFT)	01/05/2024	Bank Draft	0.00	4,414.89	DFT0008787
1229	Pers (EFT)	01/05/2024	Bank Draft	0.00	4,375.01	DFT0008788
1149	Internal Revenue Service	01/05/2024	Bank Draft	0.00	13,673.02	DFT0008789
1098	EDD (EFT)	01/05/2024	Bank Draft	0.00	3,939.12	DFT0008790
1098	EDD (EFT)	01/05/2024	Bank Draft	0.00	1,191.23	DFT0008791
1149	Internal Revenue Service	01/05/2024	Bank Draft	0.00	3,197.74	DFT0008792
1149	Internal Revenue Service	01/05/2024	Bank Draft	0.00	9,585.66	DFT0008793
1645	Aspire Retirement Solutions	01/05/2024	Bank Draft	0.00	34,320.39	DFT0008794
1045	Cal Pers 457 Plan (EFT)	01/19/2024	Bank Draft	0.00	775.00	DFT0008795
1135	Empower (EFT)	01/19/2024	Bank Draft	0.00	260.00	DFT0008796
1135	Empower (EFT)	01/19/2024	Bank Draft	0.00	8,606.00	DFT0008797
1135	Empower (EFT)	01/19/2024	Bank Draft	0.00	756.83	DFT0008798
1042	CA State Disbursement (EF	01/19/2024	Bank Draft	0.00	510.46	DFT0008799
1015	American Fidelity Assurance	01/19/2024	Bank Draft	0.00	351.64	DFT0008800
1229	Pers (EFT)	01/19/2024	Bank Draft	0.00	49.13	DFT0008801
1229	Pers (EFT)	01/19/2024	Bank Draft	0.00	990.73	DFT0008802
1229	Pers (EFT)	01/19/2024	Bank Draft	0.00	1,975.26	DFT0008803
1229	Pers (EFT)	01/19/2024	Bank Draft	0.00	2,103.59	DFT0008804
1229	Pers (EFT)	01/19/2024	Bank Draft	0.00	3,558.07	DFT0008805
1229	Pers (EFT)	01/19/2024	Bank Draft	0.00	4,950.51	DFT0008806
1229	Pers (EFT)	01/19/2024	Bank Draft	0.00	4,905.79	DFT0008807
1149	Internal Revenue Service	01/19/2024	Bank Draft	0.00	13,961.56	DFT0008808
1098	EDD (EFT)	01/19/2024	Bank Draft	0.00	3,825.85	DFT0008809
1098	EDD (EFT)	01/19/2024	Bank Draft	0.00	1,196.74	DFT0008810
1149	Internal Revenue Service	01/19/2024	Bank Draft	0.00	3,265.16	DFT0008811
1149	Internal Revenue Service	01/19/2024	Bank Draft	0.00	9,342.73	DFT0008812
1015	American Fidelity Assurance	12/31/2023	Bank Draft	0.00	170.00	DFT0008816
1015	American Fidelity Assurance	12/31/2023	Bank Draft	0.00	-199.96	DFT0008817
1149	Internal Revenue Service	01/19/2024	Bank Draft	0.00	18.56	DFT0008824
1098	EDD (EFT)	01/19/2024	Bank Draft	0.00	-0.54	DFT0008825
1098	EDD (EFT)	01/19/2024	Bank Draft	0.00	10.15	DFT0008826
1149	Internal Revenue Service	01/19/2024	Bank Draft	0.00	0.92	DFT0008827
1149	Internal Revenue Service	01/19/2024	Bank Draft	0.00	-10.91	DFT0008828
1015	American Fidelity Assurance	12/31/2023	Bank Draft	0.00	-29.16	DFT0008830
1098	EDD (EFT)	01/19/2024	Bank Draft	0.00	2.98	DFT0008834
1098	EDD (EFT)	01/19/2024	Bank Draft	0.00	8.79	DFT0008835
1149	Internal Revenue Service	01/19/2024	Bank Draft	0.00	0.86	DFT0008836
1149	Internal Revenue Service	01/19/2024	Bank Draft	0.00	6.41	DFT0008837
1015	American Fidelity Assurance	12/31/2023	Bank Draft	0.00	27,532.04	DFT0008838

Check Report

Date Range: 12/27/2023 - 01/21/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1098	EDD (EFT)	01/19/2024	Bank Draft	0.00	-17.84	DFT0008856

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	78	48	0.00	277,030.20
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	59	59	0.00	245,972.95
EFT's	0	0	0.00	0.00
	137	111	0.00	523,003.15

Check Report

Date Range: 12/27/2023 - 01/21/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1645	Aspire Retirement Solutions	01/19/2024	Bank Draft	0.00	2,246.14	DFT0008840

Bank Code PY Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	2,246.14
EFT's	0	0	0.00	0.00
	1	1	0.00	2,246.14

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	78	48	0.00	277,030.20
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	60	60	0.00	248,219.09
EFT's	0	0	0.00	0.00
	138	112	0.00	525,249.29

Fund Summary

Fund	Name	Period	Amount
100	GENERAL FUND	12/2023	27,472.92
100	GENERAL FUND	1/2024	497,776.37
			525,249.29

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Emilie Costan, Administrative Services Manager

Cc: Herb Niederberger, General Manager

Subject: 2nd Quarter Investment Report
(October 1, 2023 through December 31, 2023)

Board Date: February 1, 2024

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 December 30, 2023, are shown in Attachment 1 and totaled \$75.27 million. The portfolio is in compliance with the Board's adopted Policy #3120 regarding District investments and has the ability to meet the next six months of cash flow requirements. As of December 30, 2023, the District's investment portfolio had an average annualized quarterly rate of return of 0.93 percent.

Recommendation

Staff recommends that the Board of Directors receive and file the 2nd Quarter Investment Report.

Strategic Plan Priorities

This action is consistent with SPMUD Strategic Plan Priorities:

- Prepare for the future and foreseeable emergencies.
- Provide exceptional value for the cost of sewer service.

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. 2nd Quarter South Placer Municipal Utility District Investment Report
2. Allocation by Fund, Allocation by Investment Type, and Historical Performance

SPMUD BOARD INVESTMENT REPORT
INVESTMENT REPORTING PERIOD: October 1, 2023 - December 31, 2023
MEETING DATE: February 1, 2024

Investment	Account Balance Prior Year Oct 22 -Dec 22	Account Balance Previous Quarter Jul 23 - Sept 23	Market Value Jul 23 - Sept 23	Quarterly Rate of Return	% of Portfolio
CALTRUST - Short Term	\$ 4,349,368	\$ 6,496,967	\$ 6,615,467	1.23%	9%
CALTRUST - Medium Term	\$ 6,862,261	\$ -	\$ -	-	-
PLACER COUNTY TREASURY	\$ 25,145,937	\$ 25,147,011	\$ 20,336,691	0.70%	27%
LAIF (Local Agency Investment Fund)	\$ 25,194,869	\$ 25,794,351	\$ 26,053,485	0.96%	35%
CA CLASS	\$ -	\$ 5,131,400	\$ 10,221,511	1.30%	14%
FIVE STAR - Money Market	\$ 5,022,410	\$ 5,647,760	\$ 5,399,545	0.96%	7%
CASH	\$ 4,629,379	\$ 4,140,693	\$ 3,315,863	0.13%	4%
RESTRICTED - CEPPT	\$ 2,976,402	\$ 3,042,601	\$ 3,328,455	1.10%	4%
TOTAL/AVERAGE	\$ 74,180,626	\$ 75,400,783	\$ 75,271,016	0.93%	100%

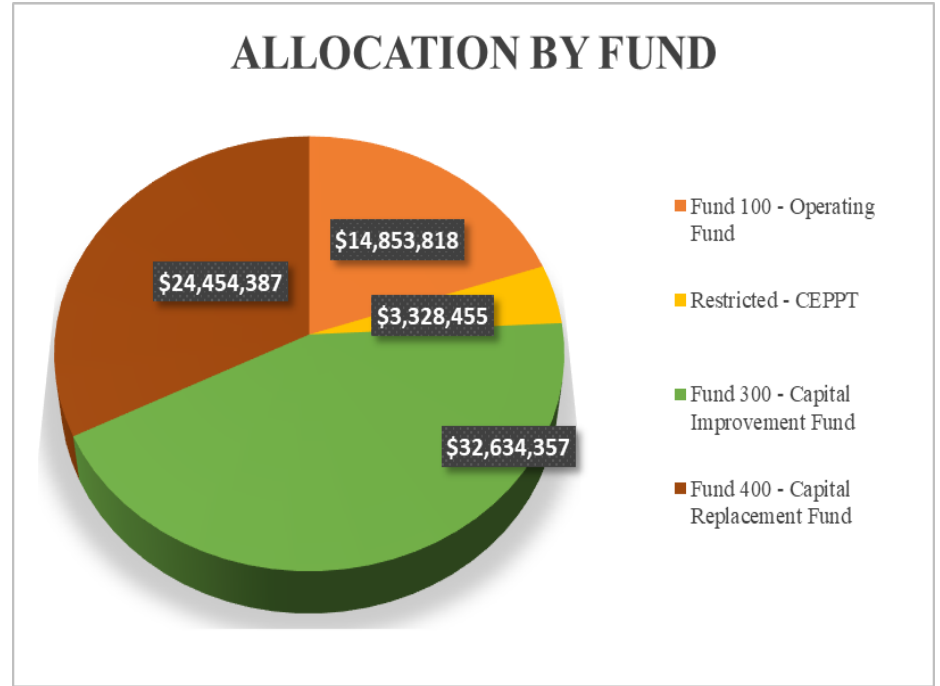
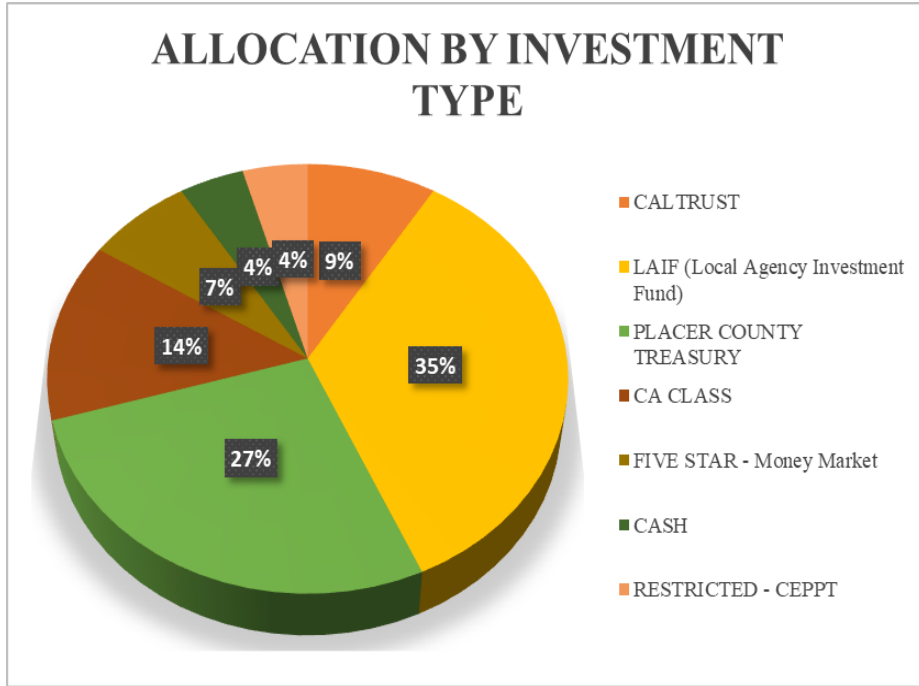
QUARTERLY TRANSFERS

CalTRUST: None
 CA CLASS: \$5,000,000 from Placer County
 LAIF: None
 PLACER COUNTY: \$5,000,000 to CA Class
 FIVE STAR MM: \$300,000 to Cash

QUARTERLY REGIONAL TREATMENT PAYMENT

Oct 1 to Dec 31, 2023 \$2,606,750 Cleared Jan 17, 2024
 Jul 1 to Sept 30, 2023 \$2,606,750 Cleared Oct 12, 2023
 Apr 1 to Jun 30, 2023 \$2,416,250 Cleared Jun 27, 2023
 Jan 1 to Mar 30, 2023 \$2,566,250 Cleared Apr 4, 2023
 Oct 1 to Dec 31, 2022 \$2,416,250 Cleared Jan 23,2023

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



Historical Performance					
	3 months	6 months	1 year*	3 year*	5 year*
CalTRUST Short Term	1.23%	2.46%	4.49%	2.02%	1.92%
Placer County	0.70%	1.39%	2.78%	1.25%	1.35%
CA Class	1.30%	2.59%	5.18%	-	-
LAIF	0.96%	1.84%	3.26%	1.53%	1.62%
Five Star MM	0.96%	1.84%	3.26%	1.53%	1.62%
CEPPT	1.10%	2.19%	4.38%	0.08%	-

*Annualized

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

STAFF REPORT

To: Board of Directors
From: Carie Huff, District Engineer
Cc: Josh Lelko, Engineering Technician
Subject: Acceptance of the Bill of Sale for the Woods at Crowne Point (aka Croftwood Unit 2) Sewer Improvements
Meeting Date: February 1st, 2024

Overview

The Woods at Crowne Point (aka Croftwood Unit 2) improvements are located within the City of Rocklin, approximately one hundred feet northeast of the intersection of Lakepointe Drive and Lost Pond Court. The Woods at Crowne Point project consists of public sewer improvements to serve fifty-five (55) single-family residential homes for a total of 55 EDU. The Woods at Crowne Point improvements include the following infrastructure:

- Installation of two thousand, seven hundred and fourteen (2,714) linear feet of sanitary sewer pipe;
- Installation of seventeen (17) manholes; and
- Installation of one thousand, two hundred and eighty-five (1285) linear feet of lower laterals.

Recommendation

Staff recommends that the Board of Directors accept the attached Bill of Sale for the Woods at Crowne Point sewer improvements.

Strategic Plan Goal

This action is consistent with the following Strategic Plan Priorities:

- Maintain an excellent regulatory compliance record
- Prepare for the future and foreseeable emergencies
- Leverage existing and applicable technologies to improve efficiencies

Fiscal Impact

The estimated value of the contributed capital is \$1,596,425.

Attachments:

1. Bill of Sale
2. Map – The Woods at Crowne Point

BILL OF SALE

TL The Woods, L.P. 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 The Woods at Crowne Point.

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 December 4, 2023

By: TL The Woods, L.P. (Developer/Owner)



Signature

Jay Timothy Lewis

Name

CALIFORNIA ALL-PURPOSE 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 Dec 4, 2023 before me, Lisa L Shearon, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jay Timothy Lewis
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 Lisa L Shearon
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: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____



0 150 300 Feet
1 in = 300 ft



The Woods at Crowne Point

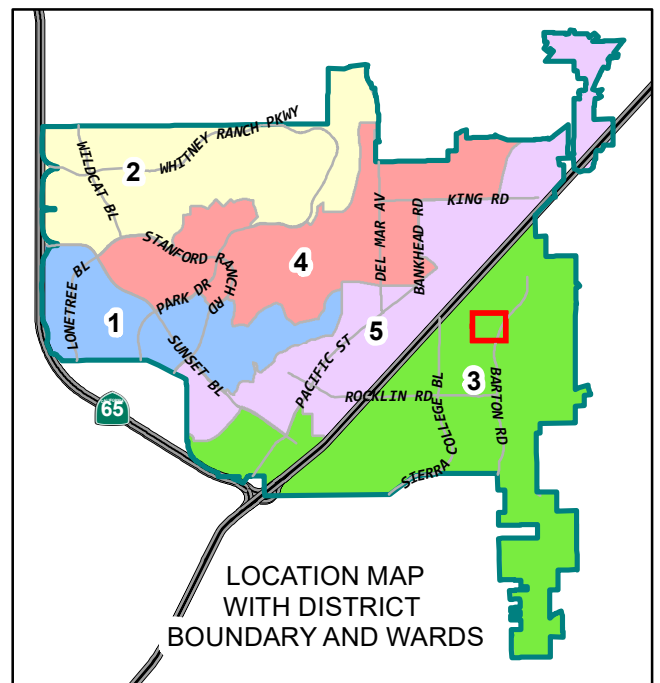
55 EDUs

Date: 1/22/2024

Author: Curtis Little

Document Path:

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LOCATION MAP WITH DISTRICT BOUNDARY AND WARDS

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors
From: Eric Nielsen, Superintendent
Cc: Herb Niederberger, General Manager
Subject: Uniform Rental and Facilities Services Agreement
Meeting Date: February 1, 2024

Overview

The District has been under contract for uniform rental services for the past six years with CINTAS Corporation (CINTAS). Multiple services were evaluated, and CINTAS was found to best meet the needs of the District. The current three-year agreement is set to expire, and the District is looking to renew the agreement for these services. The agreement for these services is provided through a cooperative purchasing master agreement. The use of cooperative contracts reduces the cost of goods and services by aggregating the purchasing power of public agencies nationwide.

The District is a participating public agency with OMNIA Partners (formerly National IPA and U.S. Communities), the largest cooperative purchasing organization for public sector procurement. OMNIA Partners develops contracts that are competitively solicited and publicly awarded by a government lead agency and made available for participating agencies. This process conforms to the District Purchasing Policy 3150. CINTAS was originally awarded the agreement for these services through a Request for Proposal (RFP) process. The current agreement was continued through cooperative purchasing.

Staff believes leveraging this cooperative purchasing process reduces the overall cost of either performing these services in-house or implementing the RFP process alone. Well-maintained uniforms and facilities support the professional brand we strive for at the District. Procuring these goods and services at competitively solicited rates allows staff to focus on its core functions of providing excellent service and protecting the environment.

Staff is presenting this resolution to the Board because the total of the three-year agreement is anticipated to exceed \$50,000, which in accordance with Purchasing Policy 3150, requires Board approval.

Recommendation

Staff recommends that the Board of Directors adopt Resolution 24-02, authorizing the General Manager to execute the attached agreement with CINTAS for uniform rental and facilities services.

Strategic Plan Goals

This action is consistent with SPMUD Strategic Plan Priorities:

- Leverage existing and applicable technologies to improve efficiencies.
- Make SPMUD a great place to work.

Related District Ordinances and Policies

This action complies with the following District Policy(ies)

Policy No. 3150 – Purchasing Policy

- Section 1 – Purchasing Authorization
- Section 8 – Piggyback Procurements

Fiscal Impact

The projected cost of the three-year agreement based on current quantities is approximately \$85,000.00, which will be paid in weekly increments as services are performed.

Attachments

1. Resolution 24-02 Uniform Rental and Facility Services
2. Workplace Solutions Cooperate Acceptance Agreement

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 24-02

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AGREEMENT FOR UNIFORM RENTAL AND FACILITY SERVICES

WHEREAS, per the District’s memorandum of understanding with employees, the District will furnish Field Service personnel with uniforms; and

WHEREAS, CINTAS Corporation was awarded a contract for uniform rental and facility services through a competitively solicited cooperative purchasing process facilitated by OMNIA Partners; and

WHEREAS, the District, as a participating public agency of OMNIA Partners, has access to this cooperative purchasing contract; and

WHEREAS, per District Policy No. 3150 - Purchasing, the District can enter purchasing contracts with a supplier for the purchase of good or services when the pricing and terms have been previously established by another government agency; and

WHEREAS, per District Policy No. 3150 - Purchasing, the contract amount exceeds the General Manager’s authorized purchasing authority and must be approved by the Board of Directors.

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the South Placer Municipal Utility District that the General Manager is granted the authority to execute the attached agreement for uniform rental and facilities services with CINTAS Corporation.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 1st day of February 2024.

Signed: _____
James Durfee, President of the Board of Directors

Attest: _____
Emilie Costan, Board Secretary

Workplace Solutions Cooperative Acceptance Agreement



Location #: 622
 Contract #: 210690497
 Customer #: 13368907

Main Corporate Code → **13897** GPO# **211011196** MLA# **211011348** Date: 12/21/2023
 Customer/Participating Agency: South Placer Municipal Utility District ("Customer") Phone: 916-786-8555
 Address: 5807 Springview Drive City: Rocklin State: CA Zip: 95667

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
382	Carhartt Carpenter Jean	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	0.55	26.55
381	Carhartt 5 Pocket Jean	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	0.55	24.30
65386	Hi Vis Yellow Reflective Shirt / ANSI2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	1.00	50.40
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 36 months from the date of installation or renewal (the "Term").				
Standard Name Emblem	\$ 2.297	ea	Standard Agency Emblem	\$ ea
Custom Agency Emblem	\$ 3.446	ea	Embroidery	\$ ea
Uniform Advantage	Item: 381, 382, 65386		\$ 0.124	ea per week
Premium Uniform Advantage	Item:		\$	ea per week
Emblem Advantage	Item:		\$	ea per week
Prep Advantage	Item:		\$	ea per week
Minimum Charge	\$35 per delivery or 50% of initial invoice (the greater of the two).			
Make-up Charge	\$ 0.00	per garment		
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium			\$ 0.166	per garment
Seasonal Sleeve Change	\$ N/A	per garment		
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.				
Artwork Charge for Logo Mat	\$			
Payment Terms: Net 30				
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ 15.00 per garment will be assessed for employee's size changed within 4 weeks of installation.			
Other	Includes Sold To: 13364360			

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
9440	Box All Purpose Wipers	Monthly	ANY	12.15
10184	3x5 Scraper	Weekly	ANY	4.32
10189	3X5 Xtraction	Weekly	ANY	7.00
10192	4x6 Xtraction	Weekly	ANY	7.50
10202	3x10 Xtraction	Weekly	ANY	8.50
20008	Sig Autopaper DSP - Black	Weekly	ANY	0.00
20012	Sig Autopaper DSP - Orange	Weekly	ANY	0.00
20023	Sig Hardwound RFL	Weekly	ANY	9.50

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea
Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	<input type="checkbox"/>		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	<input type="checkbox"/>		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	<input type="checkbox"/>		

Cintas Representative Initials: Digitally signed by Keilla Butler Date: 2023.12.21 11:16:52 -0800 Customer Initials: _____

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

- 1. Participating Public Agencies.** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
- 2. Dispute Resolution – Arbitration and Class Waiver.** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. Arbitration Notice.** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. Arbitration Procedures.** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. Fees.** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. No Class Actions in Arbitration or in Any Court, No Jury Trial.** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. Severability.** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
- 3. Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
- 4.** In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

- 1. Prices** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, the merchandise, inventory and services at the prices listed in the Master Agreement and / or outlined above. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement.
- 2. Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
- 3. Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
- 4. Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
- 5. Adding Employees** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
- 6. Emblem Guarantee** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
- 7. Terminating Employees** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
- 8. Replacement** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
- 9. Additional Customer Locations.** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
- If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
 - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
11. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
12. **Customer Funding Source.** Customer must select the appropriate response below:
 Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
 Yes No
 (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
13. **Additional Terms.** Customer must select the appropriate response below:
 Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting this Acceptance Agreement without additional terms?
 Yes, additional terms required No additional terms needed
 (If yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
14. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: 622

By: KEILA BUTLER

Title: KEY ACCOUNT MANAGER

Accepted-GM:

Cintas Matrix Account Yes No

Cintas MAM Partners:

Customer Signature: _____


Print Name: _____

Print Title: _____

Email: _____

Customer Contact: _____

Customer Contact Email: _____

Cintas Representative Initials:  Customer Initials: _____

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? SPMUD

Do you have other sites/locations within your company that are set up for billing with Cintas? YES NO UNSURE

Are you Tax Exempt? YES NO If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/PROV: ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

Same as Payer OR Same as Sold-To

Bill-To Street Address: 5807 Springview Dr

City: Rocklin ST/PROV: CA ZIP/PC: 95677

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): Leave at Site and Email Email Only Physically Mail Leave at site after service

Do invoices require a purchase order? YES NO If yes, please provide PO#

Will the same PO need to appear on each invoice? YES NO Is there an expiration date?

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials:  Customer Initials: _____

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Carie Huff, District Engineer

Cc: Herb Niederberger, General Manager

Subject: Construction Cooperation and Reimbursement Agreements for the City of Rocklin's Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Pavement Reconstruction and the Park Drive Pavement Rehabilitation Projects

Meeting Date: February 1, 2024

Background

The City of Rocklin has two upcoming projects to rehabilitate and overlay pavement:

1. Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Pavement Reconstruction Project
2. Park Drive Pavement Rehabilitation Project

The District's manhole frame and covers located within the project area/right-of-way are required to be adjusted to accommodate the paving operations. In addition, the District requires pre- and post-construction closed-circuit television (CCTV) inspection of the District's facilities to ensure damage has not occurred and debris has not entered the sewer system.

The District's typical construction cooperation and reimbursement agreement has been updated to reflect the details for both projects. It outlines the responsibilities and items of coordination for both parties (e.g., collaboration during design, coordination during construction, and reimbursement of costs).

Per the agreements, the District is responsible to pay for the actual cost of the following:

1. Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Pavement Reconstruction Project (McGuire and Hester):
13 manholes @ \$1,500 each = \$19,500
3,450 linear feet of pipe @ \$2 per linear foot = \$6,900
Total = \$26,400
2. Park Drive Pavement Rehabilitation Project (Central Valley Engineering and Asphalt, Inc.):
4 manholes @ \$2,400 each = \$9,600
1,500 linear feet of pipe @ \$7 per linear foot = \$10,500
Total = \$20,100

The City will administer the contract in coordination with District staff. All construction is required to meet the District's standards and specifications.

Should the Board approve Resolution 24-03, the signed agreements will be sent to the City of Rocklin's City Council for approval and signature. The District and City intend to use a similar process for the coordination of future work to meet the parties' individual and shared objectives.

Recommendation

Staff recommends that the Board of Directors adopt Resolution 24-03 to authorize the General Manager to execute the attached Construction Cooperation and Reimbursement Agreements between South Placer Municipal Utility District and the City of Rocklin for the City of Rocklin Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Pavement Reconstruction and the Park Drive Pavement Rehabilitation Projects.

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Priorities:

- Maintain an excellent regulatory compliance record

Fiscal Impact

The total cost of the sewer portion of the work for both projects is \$46,500 and is included in the FY 2023/24 budget in Fund 400 under participation in regional projects.

Attachments:

1. Exhibit A: City of Rocklin's Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Pavement Reconstruction Project Area
2. Exhibit B: City of Rocklin's Park Drive Pavement Rehabilitation Project Area
3. Resolution No. 24-03 Authorization to Enter Construction Cooperation and Reimbursement Agreements for the City of Rocklin's Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Pavement Reconstruction and the Park Drive Pavement Rehabilitation Projects
4. Construction Cooperation and Reimbursement Agreement between South Placer Municipal Utility District and the City of Rocklin for the City of Rocklin's Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Pavement Reconstruction Project
5. Construction Cooperation and Reimbursement Agreement between South Placer Municipal Utility District and the City of Rocklin for the City of Rocklin's Park Drive Pavement Rehabilitation Project



0 375 750 1,500 Feet

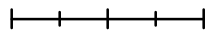


Exhibit A

City of Rocklin's Five Star Boulevard, Destiny Drive and Mission Hills Phase IV Pavement Reconstruction Project



Date: 1/23/2024

Author: Curtis Little

Document Path: G:\spmud_gis\mxd\Curtis\Exhibit Maps\City of Rocklin\Five Star Blvd, Destiny Dr, and Mission Hills IV\ExhibitA.mxd



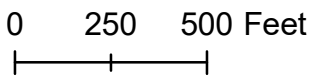
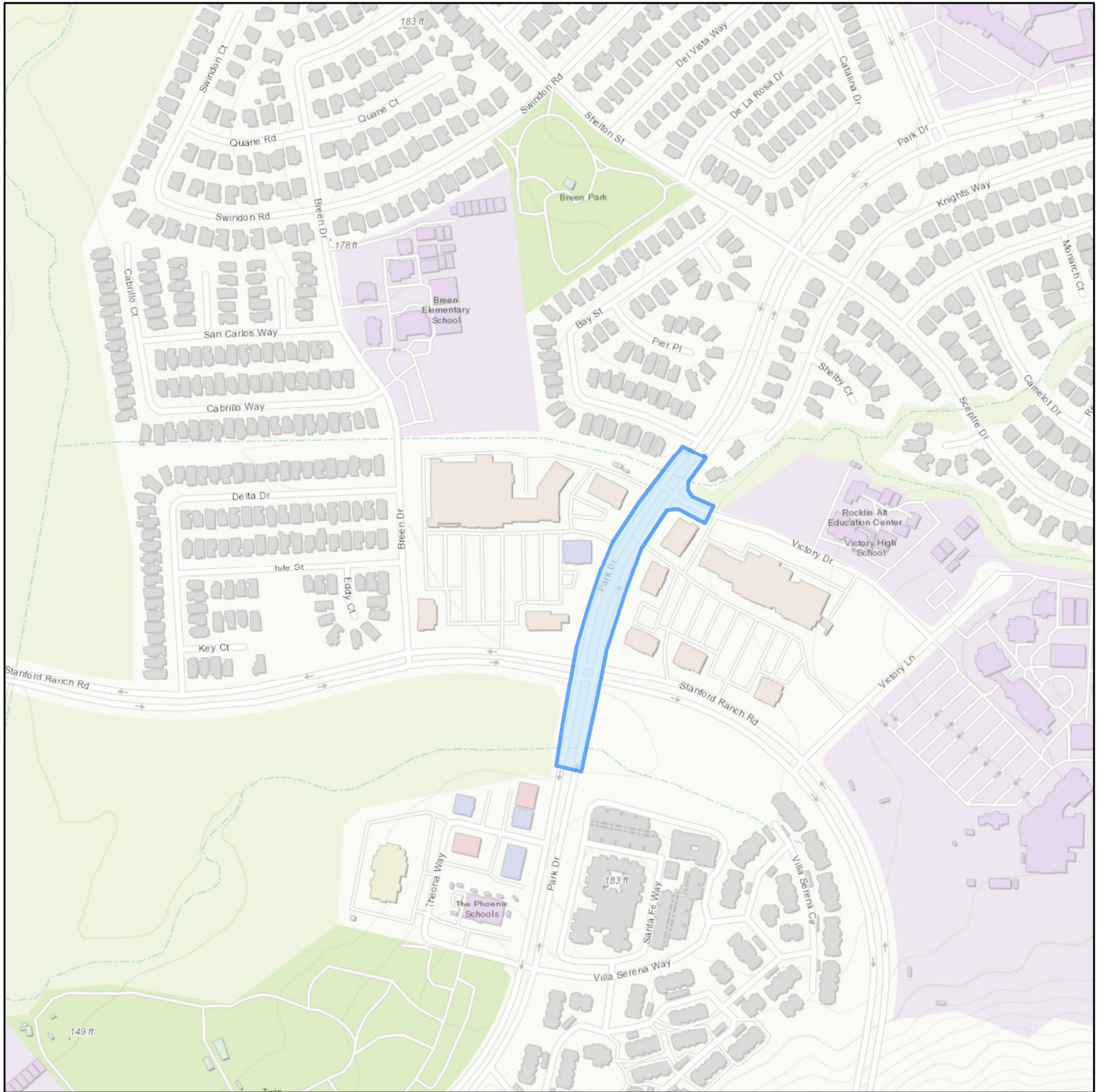


Exhibit B City of Rocklin's Park Drive Pavement Rehabilitation Project



Date: 1/23/2024

Author: Curtis Little

Document Path: G:\spmud_gis\mxd\Curtis\Exhibit Maps\City of Rocklin\Park Dr\ExhibitB.mxd



SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 24-03

**AUTHORIZATION TO ENTER INTO CONSTRUCTION COOPERATION AND
REIMBURSEMENT AGREEMENTS FOR THE CITY OF ROCKLIN'S
FIVE STAR BOULEVARD, DESTINY DRIVE, AND MISSION HILLS PHASE IV
PAVEMENT RECONSTRUCTION PROJECT
AND THE PARK DRIVE PAVEMENT REHABILITATION 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 rehabilitate failed portions of pavement within the City of Rocklin's Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Pavement Reconstruction Project Area and the Park Drive Pavement Rehabilitation Project Area in Rocklin, Placer County, California, as part of the City of Rocklin's Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Pavement Reconstruction and the Park Drive Pavement Rehabilitation Projects hereinafter referred to as "Projects", and

WHEREAS, the Projects require the adjustment of the District's facilities concurrently with the Projects, and

WHEREAS, the District agrees to pay for the actual cost to adjust the District's facilities during the Projects and pre- and post-construction closed circuit television (CCTV) inspection of existing District facilities, and

WHEREAS, the City of Rocklin's Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Pavement Reconstruction is anticipated to be \$26,400, and the City of Rocklin's Park Drive Pavement Rehabilitation Projects is anticipated to be \$20,100, and

WHEREAS, the FY 2023/24 Budget contains a line item within Fund 400 for Participation in Regional Projects, and

WHEREAS, the District is willing to accept the improvements in accordance with the provisions of the agreements 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 the General Manager to enter into the attached construction cooperation and reimbursement agreements for the City of Rocklin’s Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Pavement Reconstruction and the Park Drive Pavement Reconstruction Projects

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 1st day of February 2024.

Signed: _____
James Durfee, President of the Board of Directors

Attest: _____
Emilie Costan, Board Secretary

**CONSTRUCTION COOPERATION AND REIMBURSEMENT AGREEMENT
BETWEEN SOUTH PLACER MUNICIPAL UTILITY DISTRICT AND THE CITY OF ROCKLIN
FOR THE CITY OF ROCKLIN'S FIVE STAR BOULEVARD, DESTINY DRIVE AND MISSION HILLS PHASE IV
PAVEMENT RECONSTRUCTION PROJECT**

This agreement, by and between the SOUTH PLACER MUNICIPAL UTILITY DISTRICT, hereinafter called "OWNER", and the CITY of ROCKLIN, a political subdivision of the State of California, herein called "LOCAL AGENCY", shall be effective on the later of the dates executed by both the OWNER and the LOCAL AGENCY.

RECITALS

WHEREAS, the LOCAL AGENCY proposes to rehabilitate failed portions of Five Star Boulevard, Destiny Drive, and a portion of Argonaut Avenue as part of the Five Star Boulevard, Destiny Drive and Mission Hills IV Pavement Reconstruction Project, in Rocklin, Placer County, California, hereinafter referred to as "Project," as shown on the approved improvement plans for the Project; and

WHEREAS, the LOCAL AGENCY and the OWNER agree that the project requires the relocation of the OWNER's facilities concurrently with the Project per the approved improvement plans; and
WHEREAS, the Project will require the relocation of sewer facilities which will be described more fully in the plans to be prepared by the LOCAL AGENCY, and which are hereinafter referred to as the "Facilities"; and

WHEREAS, the LOCAL AGENCY intends to engage a qualified contractor and has agreed to bear all expense to relocate existing Facilities as required and shall be reimbursed for construction of such Facilities as described below; and

WHEREAS, the OWNER is willing to accept the Facilities in accordance with the provisions of this Agreement, the OWNER's Standard Specifications and Improvement Standards and Technical Provisions.

AGREEMENT

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN PROVIDED, it is agreed as follows:

1. The LOCAL AGENCY shall competitively bid and award the contract to the lowest responsible bidder for the entire Project. "Responsible bidder" includes the requirement that the selected contractor, or its subcontractor performing the OWNER work, meet the LOCAL AGENCY shall competitively bid and award the contract to the lowest responsible bidder for the entire Project. "Responsible bidder" includes the requirement that the selected contractor, or its subcontractor performing the OWNER work, meet the OWNER's and LOCAL AGENCY's minimum requirements for relocation of sewer facilities, including possessing and maintaining a California State Class A or C-34 Contractor's License. LOCAL AGENCY shall be the lead for the Project will manage the construction contract and be responsible for all payments to the contractor.
2. The LOCAL AGENCY and the OWNER shall mutually agree on a method to coordinate construction administration, construction engineering, construction surveying, shop drawing review, communications and meetings, traffic control, scheduling, inspection and testing of the work that pertain to construction of the OWNER Facilities.
3. OWNER reserves the right to raise the manholes instead of the contractor at its discretion.
4. During relocation of the OWNER Facilities, the OWNER shall determine whether relocation of the OWNER Facilities is satisfactorily performed in accordance with the construction contract and OWNER requirements and shall notify the LOCAL AGENCY in writing of approval and acceptance of the completed OWNER Facilities. OWNER shall coordinate with the LOCAL AGENCY to bring the completed OWNER Facilities into service. After OWNER acceptance of the completed OWNER Facilities, the OWNER shall own and be responsible for the operation and maintenance of the

completed OWNER Facilities pursuant to any encroachment permits obtained from the LOCAL AGENCY at the time of construction of the Project. Such acceptance of the completed work shall not relieve the contractor of any liability or modify the contractor's guarantee.

5. The OWNER shall reimburse the LOCAL AGENCY for costs paid to the LOCAL AGENCY's contractor(s) to install the OWNER Facilities in accordance with the following procedure:
 - a. The OWNER shall pay its share of the actual cost of said work included in the LOCAL AGENCY's highway construction contract within ninety (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 contractor is \$26,400.
 - b. Prior to the LOCAL AGENCY's issuance of the construction documents for the Project for bids, the OWNER and the LOCAL AGENCY shall agree on the construction line items to be included in the bid schedule for the OWNER Facilities. The LOCAL AGENCY shall require the contractor to submit with each monthly payment application an itemization indicating progress on these unit price line items. Upon payment to the Contractor for any of the OWNER Facilities line items, LOCAL AGENCY may submit an invoice to OWNER for reimbursement hereunder of the amounts paid. OWNER shall pay said invoice within thirty (30) days of receipt.
 - c. The OWNER shall be responsible to reimburse LOCAL AGENCY for all payments to the contractor for approved change orders for extra work performed on the OWNER Facilities. LOCAL AGENCY will be responsible for all other Project-related change orders, delays, and extra work incurred by the contractor. The OWNER and LOCAL AGENCY will jointly work to negotiate change order requests and claims by the contractor to resolve any claims directly related to the OWNER Facilities in a timely manner, provided that neither the LOCAL AGENCY nor the OWNER shall agree to the resolution of any such change order request or claim without the other's approval.

In the event agreement cannot be reached related to active ongoing work within one (1) working day of presentation of a request for change order, or claim, the LOCAL AGENCY shall have the right to direct the contractor to proceed on a force account basis.

6. The OWNER will not unnecessarily delay progress of work or hold up final contract acceptance of the project during the period of closeout. The OWNER shall bear no responsibility for contractor for LOCAL AGENCY caused delays on work other than those directly related to only the OWNER Facilities. The OWNER shall have no obligation under this Agreement to make any direct payment to the LOCAL AGENCY's contractor or to any subcontractor (of any tier) or material supplier or equipment supplier for materials, equipment or labor supplied on the Project.
7. Performance by either party under this Agreement shall not be deemed to be in default where delays or default are due to Force Majeure when a party gives notice, in writing, with details of particulars to the other party as soon as possible. Force Majeure as used in this contract shall mean acts of nature, wars, insurrections, riots, epidemics, major landslides, earthquakes, fires, floods, and civil disturbances, which are not within the control for the party claiming suspension, which by the exercise of due diligence, such party may not have been able to avoid or overcome.
8. Except as otherwise provided in the section on indemnity below, costs arising from claims or lawsuits for personal injury or property damage which are alleged to have resulted from construction of the OWNER Facilities only, including the payment of damages pursuant to a final judgment in favor of a claimant, shall be the OWNER's responsibility. In the event of disagreement concerning the responsibility of any claim resolution costs related to the affected items of work, the parties each expressly reserve the right to seek a judicial determination of the responsibility of each party with respect to any claim or lawsuit arising out of their performance under this agreement.

INDEMNITY

OWNER agrees to save harmless and indemnify LOCAL AGENCY from any liability, claim or demand which may be made by any person resulting from the negligence of OWNER in the performance of its responsibilities under this Agreement, and further agrees, at its own cost and expense, to defend any action which may be brought against LOCAL AGENCY resulting from such negligence of OWNER, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of LOCAL AGENCY in its performance of the terms of this Agreement.

The LOCAL AGENCY agrees to save harmless and indemnify OWNER from any liability, claim or demand which may be made by any person resulting from the negligence of LOCAL AGENCY in the performance of its responsibilities under this Agreement, and further agrees, at its own costs and expense, to defend any action which may be brought against OWNER resulting from such negligence of LOCAL AGENCY, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of OWNER in its performance of the terms of this Agreement.

INSURANCE

The LOCAL AGENCY's Contractor shall carry Automobile Liability insurance in the amount of at least \$1,000,000, and Commercial General Liability in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate with a maximum \$5,000 deductible, which insurance shall be primary and underlying to the OWNER's insurance and Commercial General Liability and shall specifically name the OWNER as an additional insured and certificate holder. Before work is commenced, the LOCAL AGENCY's Contractor shall furnish the OWNER with a certificate(s) of insurance and Additional Insured Endorsement (ISO CG 2010) or equivalent as satisfactory proof that the LOCAL AGENCY's Contractor

carries the insurance required by the Agreement and Worker's Compensation Insurance in compliance with the laws of the State of California. The LOCAL AGENCY's Contractor's insurance shall be primary and any insurance or self-insurance maintained by the OWNER shall be excess and not contribute to it. The insurance carriers will have a Best Rating of no less than A:-VII or equivalent or as otherwise approved by the OWNER.

PERFORMANCE AND PAYMENT BONDS

All bonds shall be issued by California admitted surety insurers. The estimated cost of the Facilities is \$26,400. Prior to construction of any of the Facilities and during all such construction, the LOCAL AGENCY or LOCAL AGENCY's Contractor shall provide a Performance Bond with a penal sum of 100% of the estimated cost of the Facilities. The performance bond shall be in a form acceptable to the OWNER. The OWNER may formally waive the requirement for a performance bond if the LOCAL AGENCY's Contractor demonstrates that it has provided a comparable performance bond to the LOCAL AGENCY pursuant to Government Code Section 66499.1, which bond encompasses the installation of the Facilities and names the OWNER as co-obligee. The LOCAL AGENCY shall maintain the Performance Bond at all times during the life of this agreement and for a period one (1) year after the completion and acceptance of the Facilities by the OWNER.

In addition, prior to construction, the LOCAL AGENCY or LOCAL AGENCY's Contractor shall provide a Public Works Payment Bond with a penal sum of 100% of the estimated cost of the Facilities. The payment bond shall be in a form that is acceptable to the OWNER. The OWNER may waive the requirement for a payment bond if the LOCAL AGENCY's Contractor demonstrates that it has provided a comparable payment bond to the LOCAL AGENCY pursuant to Government Code Section 66499.2, which bond encompasses the installation of the Facilities. The LOCAL AGENCY shall maintain the Payment Bond at all times until the OWNER accepts the Facilities.

WARRANTIES AND REPAIRS

The LOCAL AGENCY hereby agrees that the OWNER may enforce all warranties provided by LOCAL AGENCY's contractor with respect to OWNER's Facilities, and the LOCAL AGENCY shall require its contractor to provide a warranty against any defects in materials or workmanship in the installed OWNER Facilities for a period of one year following final acceptance of the Project. This Agreement shall cover defects which shall be in existence during such one-year period but which shall not become apparent until thereafter. As to any equipment which bears a guarantee or warranty in writing or by law for a period longer than one year, the LOCAL AGENCY hereby stipulates and agrees that such guarantee shall inure to the benefit of the OWNER for such longer period.

This Agreement shall terminate after the OWNER Facilities have been completed and accepted by the OWNER and final payment has been made to the LOCAL AGENCY. However, such termination shall not relieve the contractor of any liability or modify contractor's guarantee or prohibit either the LOCAL AGENCY or the OWNER from enforcing any rights against or seeking damages from the contractor.

This Agreement shall not inure to the benefit of or create any rights in any third party not a signatory hereto.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the later of the dates executed by both the OWNER and the LOCAL AGENCY below.

LOCAL AGENCY

(OWNER)

By: _____
Justin Nartker
Local Agency Director

By: _____
Herb Niederberger
General Manager

Date: _____

Date: _____

**CONSTRUCTION COOPERATION AND REIMBURSEMENT AGREEMENT
BETWEEN SOUTH PLACER MUNICIPAL UTILITY DISTRICT AND THE CITY OF ROCKLIN
FOR THE CITY OF ROCKLIN'S
PARK DRIVE PAVEMENT REHABILITATION PROJECT**

This agreement, by and between the SOUTH PLACER MUNICIPAL UTILITY DISTRICT, hereinafter called "OWNER", and the CITY of ROCKLIN, a political subdivision of the State of California, herein called "LOCAL AGENCY", shall be effective on the later of the dates executed by both the OWNER and the LOCAL AGENCY.

RECITALS

WHEREAS, the LOCAL AGENCY proposes to rehabilitate failed portions of Park Drive as part of the Park Drive Pavement Rehabilitation Project, in Rocklin, Placer County, California, hereinafter referred to as "Project," as shown on the approved improvement plans for the Project; and

WHEREAS, the LOCAL AGENCY and the OWNER agree that the project requires the relocation of the OWNER's facilities concurrently with the Project per the approved improvement plans; and
WHEREAS, the Project will require the relocation of sewer facilities which will be described more fully in the plans to be prepared by the LOCAL AGENCY, and which are hereinafter referred to as the "Facilities"; and

WHEREAS, the LOCAL AGENCY intends to engage a qualified contractor and has agreed to bear all expense to relocate existing Facilities as required and shall be reimbursed for construction of such Facilities as described below; and

WHEREAS, the OWNER is willing to accept the Facilities in accordance with the provisions of this Agreement, the OWNER's Standard Specifications and Improvement Standards and Technical Provisions.

AGREEMENT

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN PROVIDED, it is agreed as follows:

1. The LOCAL AGENCY shall competitively bid and award the contract to the lowest responsible bidder for the entire Project. "Responsible bidder" includes the requirement that the selected contractor, or its subcontractor performing the OWNER work, meet the LOCAL AGENCY shall competitively bid and award the contract to the lowest responsible bidder for the entire Project. "Responsible bidder" includes the requirement that the selected contractor, or its subcontractor performing the OWNER work, meet the OWNER's and LOCAL AGENCY's minimum requirements for relocation of sewer facilities, including possessing and maintaining a California State Class A or C-34 Contractor's License. LOCAL AGENCY shall be the lead for the Project will manage the construction contract and be responsible for all payments to the contractor.
2. The LOCAL AGENCY and the OWNER shall mutually agree on a method to coordinate construction administration, construction engineering, construction surveying, shop drawing review, communications and meetings, traffic control, scheduling, inspection and testing of the work that pertain to construction of the OWNER Facilities.
3. OWNER reserves the right to raise the manholes instead of the contractor at its discretion.
4. During relocation of the OWNER Facilities, the OWNER shall determine whether relocation of the OWNER Facilities is satisfactorily performed in accordance with the construction contract and OWNER requirements and shall notify the LOCAL AGENCY in writing of approval and acceptance of the completed OWNER Facilities. OWNER shall coordinate with the LOCAL AGENCY to bring the completed OWNER Facilities into service. After OWNER acceptance of the completed OWNER Facilities, the OWNER shall own and be responsible for the operation and maintenance of the

completed OWNER Facilities pursuant to any encroachment permits obtained from the LOCAL AGENCY at the time of construction of the Project. Such acceptance of the completed work shall not relieve the contractor of any liability or modify the contractor's guarantee.

5. The OWNER shall reimburse the LOCAL AGENCY for costs paid to the LOCAL AGENCY's contractor(s) to install the OWNER Facilities in accordance with the following procedure:
 - a. The OWNER shall pay its share of the actual cost of said work included in the LOCAL AGENCY's highway construction contract within ninety (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 contractor is \$20,100.
 - b. Prior to the LOCAL AGENCY's issuance of the construction documents for the Project for bids, the OWNER and the LOCAL AGENCY shall agree on the construction line items to be included in the bid schedule for the OWNER Facilities. The LOCAL AGENCY shall require the contractor to submit with each monthly payment application an itemization indicating progress on these unit price line items. Upon payment to the Contractor for any of the OWNER Facilities line items, LOCAL AGENCY may submit an invoice to OWNER for reimbursement hereunder of the amounts paid. OWNER shall pay said invoice within thirty (30) days of receipt.
 - c. The OWNER shall be responsible to reimburse LOCAL AGENCY for all payments to the contractor for approved change orders for extra work performed on the OWNER Facilities. LOCAL AGENCY will be responsible for all other Project-related change orders, delays, and extra work incurred by the contractor. The OWNER and LOCAL AGENCY will jointly work to negotiate change order requests and claims by the contractor to resolve any claims directly related to the OWNER Facilities in a timely manner, provided that neither the LOCAL AGENCY nor the OWNER shall agree to the resolution of any such change order request or claim without the other's approval.

In the event agreement cannot be reached related to active ongoing work within one (1) working day of presentation of a request for change order, or claim, the LOCAL AGENCY shall have the right to direct the contractor to proceed on a force account basis.

6. The OWNER will not unnecessarily delay progress of work or hold up final contract acceptance of the project during the period of closeout. The OWNER shall bear no responsibility for contractor for LOCAL AGENCY caused delays on work other than those directly related to only the OWNER Facilities. The OWNER shall have no obligation under this Agreement to make any direct payment to the LOCAL AGENCY's contractor or to any subcontractor (of any tier) or material supplier or equipment supplier for materials, equipment or labor supplied on the Project.
7. Performance by either party under this Agreement shall not be deemed to be in default where delays or default are due to Force Majeure when a party gives notice, in writing, with details of particulars to the other party as soon as possible. Force Majeure as used in this contract shall mean acts of nature, wars, insurrections, riots, epidemics, major landslides, earthquakes, fires, floods, and civil disturbances, which are not within the control for the party claiming suspension, which by the exercise of due diligence, such party may not have been able to avoid or overcome.
8. Except as otherwise provided in the section on indemnity below, costs arising from claims or lawsuits for personal injury or property damage which are alleged to have resulted from construction of the OWNER Facilities only, including the payment of damages pursuant to a final judgment in favor of a claimant, shall be the OWNER's responsibility. In the event of disagreement concerning the responsibility of any claim resolution costs related to the affected items of work, the parties each expressly reserve the right to seek a judicial determination of the responsibility of each party with respect to any claim or lawsuit arising out of their performance under this agreement.

INDEMNITY

OWNER agrees to save harmless and indemnify LOCAL AGENCY from any liability, claim or demand which may be made by any person resulting from the negligence of OWNER in the performance of its responsibilities under this Agreement, and further agrees, at its own cost and expense, to defend any action which may be brought against LOCAL AGENCY resulting from such negligence of OWNER, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of LOCAL AGENCY in its performance of the terms of this Agreement.

The LOCAL AGENCY agrees to save harmless and indemnify OWNER from any liability, claim or demand which may be made by any person resulting from the negligence of LOCAL AGENCY in the performance of its responsibilities under this Agreement, and further agrees, at its own costs and expense, to defend any action which may be brought against OWNER resulting from such negligence of LOCAL AGENCY, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of OWNER in its performance of the terms of this Agreement.

INSURANCE

The LOCAL AGENCY's Contractor shall carry Automobile Liability insurance in the amount of at least \$1,000,000, and Commercial General Liability in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate with a maximum \$5,000 deductible, which insurance shall be primary and underlying to the OWNER's insurance and Commercial General Liability and shall specifically name the OWNER as an additional insured and certificate holder. Before work is commenced, the LOCAL AGENCY's Contractor shall furnish the OWNER with a certificate(s) of insurance and Additional Insured Endorsement (ISO CG 2010) or equivalent as satisfactory proof that the LOCAL AGENCY's Contractor

carries the insurance required by the Agreement and Worker's Compensation Insurance in compliance with the laws of the State of California. The LOCAL AGENCY's Contractor's insurance shall be primary and any insurance or self-insurance maintained by the OWNER shall be excess and not contribute to it. The insurance carriers will have a Best Rating of no less than A:-VII or equivalent or as otherwise approved by the OWNER.

PERFORMANCE AND PAYMENT BONDS

All bonds shall be issued by California admitted surety insurers. The estimated cost of the Facilities is \$20,100. Prior to construction of any of the Facilities and during all such construction, the LOCAL AGENCY or LOCAL AGENCY's Contractor shall provide a Performance Bond with a penal sum of 100% of the estimated cost of the Facilities. The performance bond shall be in a form acceptable to the OWNER. The OWNER may formally waive the requirement for a performance bond if the LOCAL AGENCY's Contractor demonstrates that it has provided a comparable performance bond to the LOCAL AGENCY pursuant to Government Code Section 66499.1, which bond encompasses the installation of the Facilities and names the OWNER as co-obligee. The LOCAL AGENCY shall maintain the Performance Bond at all times during the life of this agreement and for a period one (1) year after the completion and acceptance of the Facilities by the OWNER.

In addition, prior to construction, the LOCAL AGENCY or LOCAL AGENCY's Contractor shall provide a Public Works Payment Bond with a penal sum of 100% of the estimated cost of the Facilities. The payment bond shall be in a form that is acceptable to the OWNER. The OWNER may waive the requirement for a payment bond if the LOCAL AGENCY's Contractor demonstrates that it has provided a comparable payment bond to the LOCAL AGENCY pursuant to Government Code Section 66499.2, which bond encompasses the installation of the Facilities. The LOCAL AGENCY shall maintain the Payment Bond at all times until the OWNER accepts the Facilities.

WARRANTIES AND REPAIRS

The LOCAL AGENCY hereby agrees that the OWNER may enforce all warranties provided by LOCAL AGENCY's contractor with respect to OWNER's Facilities, and the LOCAL AGENCY shall require its contractor to provide a warranty against any defects in materials or workmanship in the installed OWNER Facilities for a period of one year following final acceptance of the Project. This Agreement shall cover defects which shall be in existence during such one-year period but which shall not become apparent until thereafter. As to any equipment which bears a guarantee or warranty in writing or by law for a period longer than one year, the LOCAL AGENCY hereby stipulates and agrees that such guarantee shall inure to the benefit of the OWNER for such longer period.

This Agreement shall terminate after the OWNER Facilities have been completed and accepted by the OWNER and final payment has been made to the LOCAL AGENCY. However, such termination shall not relieve the contractor of any liability or modify contractor's guarantee or prohibit either the LOCAL AGENCY or the OWNER from enforcing any rights against or seeking damages from the contractor.

This Agreement shall not inure to the benefit of or create any rights in any third party not a signatory hereto.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the later of the dates executed by both the OWNER and the LOCAL AGENCY below.

LOCAL AGENCY

(OWNER)

By: _____
Justin Nartker
Local Agency Director

By: _____
Herb Niederberger
General Manager

Date: _____

Date: _____

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Carie Huff, District Engineer

Cc: Herb Niederberger, General Manager

Subject: Lucille’s Notice of Violation Appeal

Meeting Date: February 1, 2024

Background

In September of 2018, a routine core sample of the grease interceptor at Lucille’s Smokehouse and BBQ determined that the fats, oils and grease and food solids exceeded 25% which is a violation of the District’s Sewer Code. During the investigation into the violation, staff discovered that the BBQ/smoker drained directly into the building sewer drain and bypassed the grease interceptor. Further investigation of manholes downstream indicated excessive amounts of food solids and utensils. The grease interceptor was serviced under District inspection, and it was determined that the internal plumbing of the interceptor was installed incorrectly. These issues ultimately resulted in a private sanitary sewer overflow (SSO). As such, the District issued a Notice of Violation (attached for reference) and required Lucille’s to abate the nuisance by dye testing and confirming appropriate fixtures within the establishment were plumbed to the grease waste line and implement modifications to the kitchen best management practices to eliminate food solids, utensils, skewers, and broken plates. In response, the District installed a lockable composite frame and cover at the discharge manhole near the trash enclosure. This was necessary to prevent the introduction of trash and debris, including utensils and dishes, into the sewer. Lucille’s completed the requirements as outlined in the Notice of Violation in November of 2019.

In March of 2023, the District conducted a routine condition assessment of the gravity sewer main K03-090 (downstream of Lucille’s Smokehouse BBQ) and discovered excessive grease discharge. When District crews began cleaning the sewer main, the nozzle of the cleaning unit became stuck. During efforts to retrieve the nozzle, District staff discovered that the bottom 2-inches of the 6-inch ductile iron pipe was deteriorated and missing along the flowline. The District’s Board of Directors subsequently declared replacement of the seventeen-year-old pipe an emergency and authorized a project to remove and replace the pipe for the amount of \$320,180.

Based on the evidence of grease, deterioration of the downstream pipe, and results from effluent samples, District staff issued a Notice of Violation (NOV) to Lucille’s Smokehouse BBQ (attached for reference). The NOV required Lucille’s to abate the nuisance created by the grease interceptor device failure and install and maintain all sewage piping and appurtenances, complete an assessment of all exterior sewage piping and appurtenances under District inspection to determine the scope of replacement, provide a tenant improvement submittal to the District for review and approval, power wash and clean the grease-stained asphalt near the trash enclosure and the grease control device while protecting the storm drain system, continue to self-report pump outs via

SwiftComply, and comply with stakeholder agency requirements. These actions were required to be completed by June 30, 2023.

On June 19, 2023, District staff met with representatives from Lucille's, SRC Companies (grease pumper/hauler), and Jensen Precast (manufacturers of the grease interceptor) to discuss the NOV and to determine what efforts had occurred to address the conclusion and orders outlined in the NOV. The sewer facilities inside and outside Lucille's were inspected and the best management practices inside the kitchen were reviewed. The best management practices within the kitchen area of Lucille's appeared to be reasonable; however, this is difficult to ascertain when the food service establishment is operating at low volume and cleaning operations are not occurring. Representatives from Jensen Precast indicated that they would look at options for retrofitting the existing grease control device and SRC agreed to improve the efficacy of the cleaning and increase the frequency of cleanings.

Subsequent to the meeting on June 19, 2023, Lucille's submitted the attached appeal to the Notice of Violation wherein they outlined the actions taken once they received the NOV. Lucille's researched the conclusion and orders outlined in the NOV and reviewed the report with their plumbing engineer, SRC, and Jensen Precast. All parties retained by Lucille's agreed that the grease interceptor is in proper working condition and does not require replacement. Further, Lucille's indicated that the grease interceptor was permitted and installed in accordance with local codes in effect at the time of construction and properly maintained since that time. Lucille's ultimately requested the ability to resolve the matter by continuing the best management practices with more intensive cleaning from SRC since replacement of the grease interceptor is prohibitively expensive.

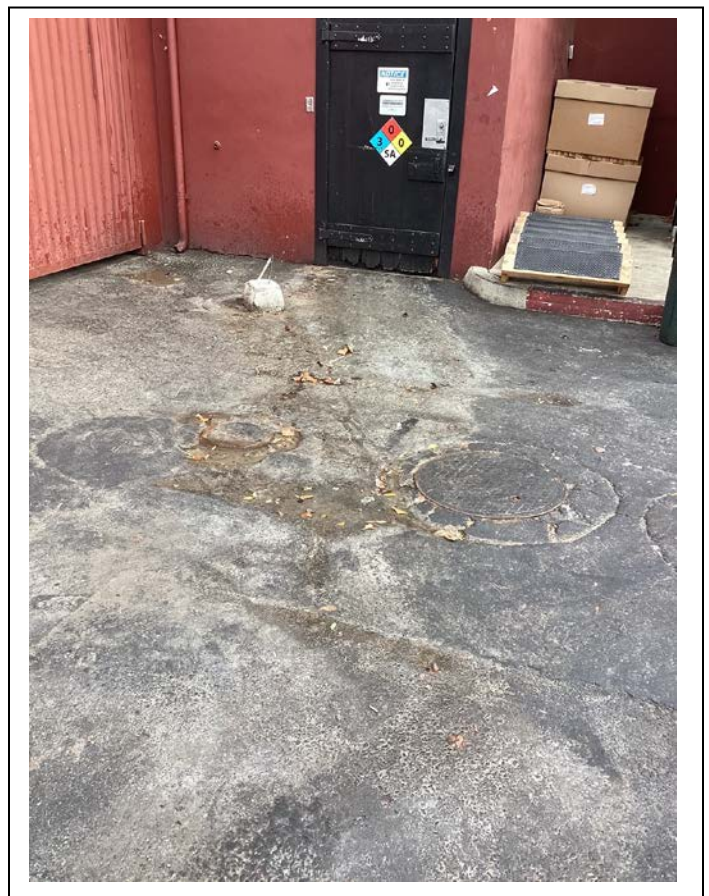
Since Lucille's did not address any of the conclusions or orders included in the NOV, the District responded with the attached Stipulation and Administrative Order that allowed Lucille's to postpone and potentially eliminate the requirement to replace the existing grease interceptor, provided that they perform weekly testing of the effluent downstream of the grease interceptor to confirm that the modifications to the best management practices and the pumping frequency have resulted in the effluent meeting the District's and the City of Roseville's limitations. (As the District's waste is treated at the City of Roseville's regional treatment plants, the District complies with the City's waste discharge limitations.) Lucille's is required to place a deposit with the District in the amount of \$7,800 to cover the cost of a laboratory to perform weekly testing. Lucille's will be subject to the conclusion and orders as included in the Notice of Violation should the results from the testing indicate that the effluent does not meet the District's and the City of Roseville's limitations. Signature of the Stipulation and Administrative Order was required to be signed by December 1, 2023.

Lucille's requested an extension to the Stipulation and Administrative Order due to the holidays being a busy time of year. The District granted the request indicating that the appeal would be placed on the February 1, 2024, board meeting agenda.

District staff conducted virtual meetings on January 11 and January 17, 2024, to discuss the requirements to move forward. Lucille's questioned whether the replacement of the grease interceptor with a grease control device that meets the District's current standards would address the issues that have been identified. In addition, Lucille's expressed concerns about the effect the internal flow control of the grease control device could have on restaurant operations. District staff reiterated that if Lucille's has another solution to mitigate the issues identified, it should be submitted for review.

District staff visited Lucille's on January 10, 2024, to document the condition of the asphalt in proximity to the grease interceptor and the trash enclosure and the pipe installed in May of 2023. It should be noted that based on the site visit, none of the required actions outlined in the Notice of Violation have occurred nor have any items been mitigated. In fact, evidence of a recent sanitary sewer overflow was observed.

Apparent private sanitary sewer overflow originating from the Lucille's cleanout draining to the drainage inlet.



Based on observations during the field visit on January 10, 2024, staff determined that a CCTV inspection and cleaning should occur prior to the one-year warranty period. FSD subsequently scheduled CCTV inspection and cleaning on January 17, 2024. The following photos depict the pipe immediately downstream of Lucille's and indicate 5-10% grease accumulation since completion of the pipe replacement in early May of 2023.

Grease accumulation along the flowline since pipe replacement in May of 2023.



The District received a response from Lucille's on January 24th contesting the Stipulation and Administrative Order. Per the letter, Lucille's asserts that the grease control device "recommended by the District" will result in lower pH levels and the flow control located within the grease control device will likely cause water to back up into the building and lead to Lucille's closure. Note that the District does not recommend a certain manufacturer but provides examples of those manufacturers that meet the District's Standard Specifications and Improvement Standards for Sanitary Sewers. The District has consistently maintained that other options may be available, and any solution submitted would be reviewed for compliance. In addition, Lucille's questioned the integrity of the test results performed by the City of Roseville's Industrial Waste Specialist and Caltest Analytical Laboratory; Lucille's contends these test results indicate waste discharge close to acceptable limits.

In response, Lucille's parent company, Hofman Hospitality Group, sent a letter dated January 24, 2024, submitting the results of effluent testing conducted by Sparger Technology. These test results indicate a pH of 5.4 (pH below 5.5 or higher than 9.0 is prohibited per the District's Sewer Code) and 59.9 milligrams per liter of fats, oils, and grease (any waste containing fats, oils, and grease higher than 100 milligrams per liter is prohibited). It is not apparent from the Sparger Laboratory results where the effluent samples were taken or that the pH was tested within fifteen minutes of collection. The Sparger Technology Chain of Custody report indicates that the sample was taken at 2:08 p.m. on 1/19/2024 and the test results were recorded at 3:30 p.m., over 1 hour and 22 minutes later. This criterion has a direct impact on the test results and integrity of the data. As an alternative to the grease interceptor replacement, Lucille's is proposing an additional two months of testing (one test per month) using Sparger Technology, Inc. with further review of the results by all parties.

Recommendation

Staff recommends that the Board of Directors deny the appeal and affirm the requirements outlined in the Stipulation and Administrative Order based upon the following findings:

1. Excessive grease accumulation has been observed in the new pipeline downstream of Lucille's; and
2. The existing grease interceptor is failing to control or mitigate fats, oils, and grease in the effluent.
3. These are violations of the District's Sewer Code and the City of Roseville's Municipal Code.
4. The CCTV inspection on January 17, 2024, indicates that frequent ongoing cleaning and inspection of the sewer lines downstream of Lucille's will be required to prevent a sanitary sewer overflow (SSO).

Strategic Plan Priorities

This action is consistent with SPMUD Strategic Plan Priorities:

- Maintain an excellent regulatory compliance record
 - Reduce Sanitary Sewer Overflows (SSOs)

Related District Ordinances, Policies, or Resolutions

District Sewer Code – Chapter 3

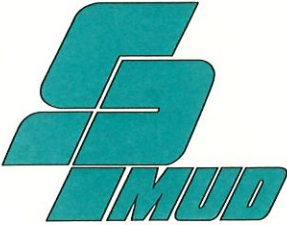
City of Roseville Municipal Code – Chapter 14

Fiscal Impact

The District has already incurred the cost to remove and replace the pipe at a cost of \$320,180. Based on evidence discovered during the CCTV inspection on January 17, 2024, this line is a “hot spot” that will require more frequent ongoing cleaning and inspections by District staff to prevent a sanitary sewer overflow (SSO). Ongoing cleaning and inspection expenses are itemized in Fund 100.

Attachments:

1. Lucille's Notice of Violation dated June 14, 2019
2. Lucille's Notice of Violation dated April 14, 2023
3. Lucille's Response to Notice of Violation dated August 14, 2023
4. Lucille's Stipulation and Administrative Order dated November 13, 2023
5. Request for Continuance of Appeal Hearing dated November 30, 2023
6. Hofman Hospitality Group response to the Stipulation and Administrative Order dated January 24, 2024, transmitting Sparger Technology, Inc. Environmental Laboratories Test Results



**SOUTH PLACER
MUNICIPAL UTILITY DISTRICT**

Via Certified Mail

June 14, 2019

MGP X Properties, LLC.
ATTN: Isabel Young
425 California Street, 11th Floor
San Francisco, CA 94104

Lucille's Smokehouse BBQ
ATTN: Javier Ibarra
6628 Lonetree Boulevard
Rocklin, CA 95765

Subject: **NOTICE OF VIOLATION AND POTENTIAL SUSPENSION OF SEWER SERVICE**

FAILURE TO RESPOND TO THIS NOTICE OF VIOLATION WITHIN 10 BUSINESS DAYS OF THE DATE OF THIS NOTICE, AND/OR FAILURE TO COMPLY WITH THE ORDERING PARAGRAPHS CONTAINED IN THIS NOTICE OF VIOLATION WILL RESULT IN THE IMMEDIATE ISSUANCE OF ANY AND ALL FINES ALLOWED BY LAW AND THE IMMEDIATE SEVEARANCE OF SEWER SERVICE TO THE PREMISES.

You are hereby notified that you are in violation of the South Placer Municipal Utility District (SPMUD) Sewer Code, Chapter 3, in that the operations of the Lucille's Smokehouse BBQ Restaurant located at 6628 Lonetree Boulevard, Rocklin, CA, have resulted in significant sanitary sewer overflows (SSO).

You are immediately ordered to cease and desist operations resulting in unlawful discharges to the public sewer. You are further notified that repeated violations will result in the revocation of your ability to discharge to the public sewer.

Pursuant to the authority of California Government Code Sections 54739 – 54740, any person who violates any provision of this Ordinance shall be liable civilly for a sum not to exceed \$25,000 per violation, for each day in which such violations occur. Pursuant to the authority of the Clean Water Act, 33 U.S.C. Section 1251 et seq., any person who violates any provision of this Ordinance shall be liable civilly for a sum not to exceed \$25,000 per violation, for each day in which such violations occur.

Pursuant to California Government Code Sections 54740.5 and 54740.6, the District may impose administrative fines up to the greater of \$5000 per day or \$10 per gallon for discharge violations.

Each violation and each day in which a violation occurs may constitute a new and separate violation of this Ordinance and shall be subject to the penalties contained within.

Any person who violates any provision of this Ordinance is guilty of a misdemeanor, which upon conviction is punishable by a fine not to exceed \$1,000, or imprisonment for not more than thirty (30) days, or both. Each violation and each day in which a violation occurs may constitute a new and separate violation of this Ordinance and shall be subject to the penalties contained herein.

Findings

1. On September 7th, 2018, SPMUD inspected and took a core sample of the grease interceptor. During these inspections, it was determined that the contents of the interceptor (fats, oils, and grease (FOG) and food solids) exceeded 25%, which is a prohibition of Chapter 3 of the SPMUD Sewer Code.
2. On September 7th, 2018, SPMUD determined through inspection of the kitchen that the BBQ/smoker directly drains into the building sewer drain. It serves as a drain/runoff for fat, oil and meat juices.
3. On September 7th, 2018, the manhole directly downstream of the grease interceptor was inspected and it was noted to have excessive amounts of food solids, grease and utensils.
4. On September 10th, 2018, SPMUD inspected the cleaning/pumping of the grease interceptor. During this inspection it was discovered the internal plumbing of the interceptor is installed incorrectly.
5. On September 10th, 2018, SPMUD inspected the sewer facilities downstream of Lucille's and observed a partial blockage due to grease, which required cleaning and inspection by SPMUD forces.
6. On September 10th, 2018, SPMUD inspected building sewer lines outside of Lucille's to determine connections to the grease interceptor. During these inspections, a service line stoppage was observed due to grease, food solids and utensils. SPMUD forces cleared the stoppage to prevent a sanitary sewer overflow (SSO).
7. On October 10th, 2018, SPMUD issued MGP X Properties (Lucille's Smokehouse BBQ) a Warning of Non-Compliance with corrective actions to be completed by November 5th, 2018 and January 7th, 2019. These corrective actions were addressed. This Warning of Non-Compliance letter is attached to this Notice of Violation.
8. On May 17th, 2019, at 8:41pm Placer County Facility Services notified SPMUD of a private sanitary sewer overflow (SSO) occurring at 6628 Lonetree Blvd (Lucille's Smokehouse BBQ). An SPMUD crew responded to the site, documented the SSO, and confirmed that the SSO was the result of a blockage in the private sewer system. Skewers and broken plates were observed in the public sewer system downstream of Lucille's Smokehouse BBQ. The SPMUD crew

captured, contained, and cleaned up the SSO from the parking lot and from approximately 746-feet of storm drain (see attached Exhibit A - Photo Log).

Conclusion and Order

The food service establishment, Lucille's Smokehouse BBQ, contributed to a sanitary sewer overflow (SSO) from the discharge of wastewater or waste containing fats, oils, and grease (FOG) causing an immediate threat of injury to the health, safety, welfare, and property of the public, which condition poses an immediate threat to the public health and safety. As a result, the District has determined to issue the following order and impose fines in accordance with District Sewer Code:

You are immediately ordered to:

1. Abate the nuisance created by sewer line and equipment failures and blockages, and to install and maintain any and all sewage piping and appropriate grease removal device(s); and
2. Submit to immediate inspections by the District, County Health Department and/or City of Rocklin Building Department to determine any and all violations of the District's Ordinances, the Health and Safety Code and Building Codes; and
3. Comply with all requirements imposed by the District, County Health Department, and/or City of Rocklin Building Department; and
4. Create and/or submit to the District, complete plumbing plans of the existing private sewer facilities on the property. The plans shall depict all piping, cleanouts, floor drains, floor sinks, mop drains, drainage fixture units, and grease removal devices. Create and submit to the District a plan to inspect, clean, and dye test all building drains to assess the condition of the system and identify drainage fixtures connected to the gravity grease interceptor. The plan shall be approved by the District prior to implementation. The plan shall be completely implemented prior to the deadline identified below; and
5. Create and submit to the District, a plan to correct/repair/reconstruct all building drains and drainage fixtures that are inappropriately connected to the waste line and/or grease line within the building to ensure all drainage fixtures receiving wastewater discharges containing FOG are connected to the gravity grease interceptor and ensure all utensils, skewers, plates, etc. are prevented from entering the sewer; and
6. Self-report future pump outs/cleanings of the grease removal devices on the property by electronically submitting the associated records (e.g., logs, invoices, manifests) via the District's FOG-control compliance program (i.e., SwiftComply); and
7. Complete said actions for the immediate remediation of the ongoing sewer discharge problems occurring onsite by **September 13, 2019**.

Lucille's Smokehouse BBQ
Notice of Violation
June 14, 2019
Page 4 of 4

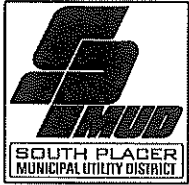
Fines may be held in abeyance subject to the owner taking corrective action. The District may take direct action to abate the nuisance. All District costs for such abatement as well as fines shall be entirely borne by the property owner.



Eric Nielsen
District Engineer

Encl: Warning of Non-Compliance letter dated October 1, 2018
Photo Log of Sanitary Sewer Overflow on May 17, 2019

cc: Kevin Ruybal, Rocklin Chief Building Official
Justin Nartker, Rocklin Deputy Director of the Department of Public Services
David Mohlenbrock, Rocklin Community Development Director
Kurtis Zumwalt, Placer County Department of Environmental Health



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

FOG Warning of Non-Compliance
Fats, Oils and Grease (FOG) Program
SPMUD Sewer Code

Via Certified Mail

10/01/2018

MGP X Properties, LLC.
ATTN: Isabel Young
425 California Street, 11th Floor
San Francisco, CA, 94104

Lucille's Smokehouse Bar-B-Que
ATTN: Javier Ibarra
6628 Lonetree Boulevard
Rocklin, CA 95765

**Subject: Violation of South Placer Municipal Utility District (SPMUD) Sewer Code
Warning Letter with Opportunity to Correct**

You are hereby notified that the operations of Lucille's Smokehouse Bar-B-Que restaurant located at 6628 Lonetree Boulevard in Rocklin, California are in violation of Chapter 3 of the South Placer Municipal Utility District (SPMUD) Sewer Code.

Failure to respond to this Warning of Non-Compliance within 10 business days of the date of this notice and/or failure to comply with the corrective actions contained in this warning within the specified timeframe will result in the issuance of a Notice of Violation.

FINDINGS:

- 1) On September 7th, 2018, the South Placer Municipal Utility District inspected and took a core sample of the grease interceptor. During these inspections, it was determined that the contents of the interceptor (F.O.G. and solids) exceeded 25%, which is a prohibition of Chapter 3 of the South Placer Municipal Utility District Sewer Code.
- 2) On September 7th, 2018, South Placer Municipal Utility District determined through inspection of the kitchen that the BBQ/smoker directly drains into the building sewer drain. It serves as a drain/runoff for fat, oil and meat juices.
- 3) On September 7th, 2018, the manhole directly downstream of the grease interceptor was inspected and it was noted to have excessive amounts of food solids, grease and utensils.
- 4) On September 10th, 2018, South Placer Municipal Utility District inspected the cleaning/pumping of the grease interceptor. During this inspection it was discovered the internal plumbing of the interceptor is installed incorrectly.

- 5) On September 10th, 2018, South Placer Municipal Utility District inspected the sewer facilities downstream of Lucille's and observed a partial blockage due to grease, which required cleaning and inspection by SPMUD forces.
- 6) On September 10th, 2018, South Placer Municipal Utility District inspected building sewer lines outside of Lucille's to determine connections to the grease interceptor. During these inspections, a service line stoppage was observed due to grease, food solids and utensils. SPMUD forces cleared the stoppage to prevent a sewer spill.

CORRECTIVE ACTION:

The following corrective actions shall be completed by November 5th, 2018:

- Increase cleaning frequency of interceptor to monthly cleanings.
- Implement and train employees on Kitchen Best Management Practices. Keep records of regular employee training.
- Purchase spill kits for grease spills inside the kitchen and outside at the trash enclosure.
- Implement new standards for cleaning grease spills at trash enclosure.
- Verify that water temperature inside of kitchen is at 140 degrees or lower.

The following corrective actions shall be completed by January 7th, 2019:

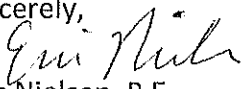
- Disconnect BBQ/smoker from building drain and remove grease manually for proper disposal.
- Clean, dye test and inspect all building drains with closed circuit television to assess condition and connections to grease interceptor.
- Correct improper installation of tee connection inside of grease interceptor.

Please coordinate with the District Inspector, Aaron Moore at (916) 872-3060, for inspection of the corrective actions.

The District is committed to working with you to comply with the Sewer Code. However, if the Corrective Actions do not occur, a Notice of Violation will be issued with the potential for monetary fines pursuant to the authority of California Government Code.

If you have any questions about this letter's content, please contact me at (916) 786-8555 or enielsen@spmud.ca.gov.

Sincerely,


Eric Nielsen, P.E.
District Engineer

CC: Herb Niederberger, SPMUD General Manager
Aaron Moore, SPMUD Inspector II
File

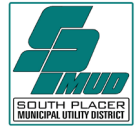


Photo Log



Date	Sanitary sewer overflow (SSO) from private two-way cleanout at west backdoor of Lucille’s BBQ.
5/17/19	



Date	SSO drained through parking lot to nearby City of Rocklin storm drain inlet.
5/17/19	



Date	SSO containing human waste, toilet paper, fats, oils, and grease.
5/17/19	



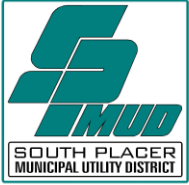
Date	SSO was cleaned up by SPMUD crew. Contents were vacuumed out of City of Rocklin storm drains.
5/17/19	



Date	SSO drained from west backdoor through parking lot.
5/17/19	



Date	Vacuum tube from SPMUD vacuum truck removing SSO contents from storm drain inlet.
3/22/18	



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

FOG Notice of Violation
Fats, Oils and Grease (FOG) Program
SPMUD Sewer Code

Via Certified Mail

April 14, 2023

Gallelli Real Estate
ATTN: Laurinda Gallelli
3005 Douglas Boulevard #200
Roseville, CA 95661

Lucille's Smokehouse BBQ
ATTN: Stephen Bougeokles
6628 Lonetree Boulevard
Rocklin, CA 95765

Subject: NOTICE OF VIOLATION AND POTENTIAL SUSPENSION OF SEWER SERVICE

FAILURE TO RESPOND TO THIS NOTICE OF VIOLATION WITHIN 10 BUSINESS DAYS OF THE DATE OF THIS NOTICE, AND/OR FAILURE TO COMPLY WITH THE ORDERING PARAGRAPHS CONTAINED IN THIS NOTICE OF VIOLATION, WILL RESULT IN THE ISSUANCE OF ANY AND ALL FINES ALLOWED BY LAW AND THE POTENTIAL SEVEARANCE OF SEWER SERVICE TO THE PREMISES.

You are hereby notified that you are in violation of the South Placer Municipal Utility District (District) Sewer Code, Chapter 3, in that the operations of the Lucille's Smokehouse BBQ Restaurant located at 6628 Lonetree Boulevard, Rocklin, have resulted in damage to the public sewer system in addition to repeated indications of sanitary sewer overflows (SSO) at or near the grease control device and the trash enclosure.

You are immediately ordered to cease and desist operations resulting in unlawful discharges to the public sewer. You are further notified that repeated violations will result in the revocation of your ability to discharge to the public sewer.

Pursuant to the authority of California Government Code Sections 54739 – 54740, any person who violates any provision of the District Sewer Code shall be liable civilly for a sum not to exceed \$25,000 per violation, for each day in which such violations occur.

Pursuant to California Government Code Sections 54740.5 and 54740.6, the District may impose administrative fines up to \$5,000 per day or \$10 per gallon for discharge violations, whichever is greater. Each violation and each day in which a violation occurs may constitute a new and separate violation of this Ordinance and shall be subject to these penalties.

Further, any person who is found to have violated any provision of the District's FOG discharge prohibition contained in the Sewer Code may be subject to criminal prosecution.

Findings:

1. On February 13, 2023, District crews inspected the public sewer system that directly serves Lucille's Smokehouse BBQ via closed circuit television camera (CCTV). During this inspection significant grease buildup was observed in the public sewer system, which obligated the District to schedule a follow up cleaning via high pressure jetting and vacuum.

2. On March 14 and 15, 2023, District crews attempted to clean the public sewer system that serves Lucille's Smokehouse BBQ via high pressure jetting and vacuum which resulted in a cleaning nozzle getting stuck. Unable to retrieve the cleaning nozzle through traditional methods, District crews excavated sections of the public sewer system to free the nozzle and inspect/investigate the pipe. The pipe indicates complete deterioration at the flowline.
3. On March 20, 2023, in coordination with the City of Roseville's Industrial Waste Specialist, District staff and management met on site at Lucille's Smokehouse BBQ to inspect the condition of the existing grease control device (GCD) and retrieve samples of the effluent discharge from the sample box. District records indicated that the GCD was cleaned and pumped out by SRC Pumping Company just four days prior on March 16, 2023. Samples were collected by the City's Industrial Waste Specialist and were sent to the CALTEST Analytical Laboratory for analysis. In addition, the pH of the effluent was tested from the grease control device sampling box. The grab sample indicated a pH reading of 4.03; pH levels below 5.5 or exceeding 9.0 are listed as prohibited discharges in the Sewer Code. District staff also noted staining and evidence of a spill in the parking lot behind Lucille's Smokehouse BBQ. The staining traveled from the private lateral immediately downstream of the grease control device through the parking lot and into a storm drain inlet.
4. On April 5, 2023, the District received the lab analysis back from CALTEST Analytical Laboratory. The results for Lucille's Smokehouse BBQ for Oil and Grease as sampled on March 20, 2023, was 101mg/L. The local limits for Oil and Grease as defined by the City of Roseville's Municipal Code is 100mg/L.

Conclusion and Order:

The food service establishment, Lucille's Smokehouse BBQ, contributed to premature degradation of the public sewer line due to the discharge of wastewater or waste containing fats, oils, and grease (FOG) exceeding local limits and caused sanitary sewer overflows (SSO) which resulted in an immediate threat to public health and safety. As a result, the District has determined to issue the following order and impose fines in accordance with District Sewer Code:

You are hereby ordered to:

1. Abate the nuisance created by the grease control device (GCD) failure, and install and maintain all sewage piping and appurtenances and appropriate grease control device(s); and
2. Submit to immediate inspections by the District, County Health Department and/or City of Rocklin Building Department to determine any and all violations of the District's Sewer Code, the Health and Safety Code and Building Codes; and
3. Comply with all requirements imposed by the District, County Health Department, and/or City of Rocklin Building Department; and
4. Complete a condition assessment of all exterior sewage piping and appurtenances under District inspection to determine the scope of required replacement; and
5. Provide a tenant improvement submittal to the District for review and approval that includes replacement of the existing grease control device and piping and appurtenances identified in the condition assessment. The proposed grease control device shall meet the requirements of the District's Sewer Code and Standard Specifications and Improvement Standards for Sanitary Sewers. The submittal shall also include complete interior plumbing plans that depict all piping, cleanouts, floor drains, floor sinks, mop drains, drainage fixture units. A tenant improvement processing fee of \$350 is also required; and

6. Power wash and clean the grease-stained asphalt near the trash enclosure and the grease control device. Do not allow any grease, wash down water, or cleaning agents to enter the storm drain system.
7. Continue to self-report future pump outs/cleanings of the grease control devices on the property by electronically submitting the associated records (e.g., logs, invoices, manifests) via the District's FOG-control compliance program (i.e., SwiftComply); and
8. Complete said actions for the immediate remediation of the ongoing sewer discharge problems occurring onsite by **June 30, 2023**.

Failure to comply with the foregoing order may result in the imposition of fines as provided in the District Sewer Code. The District may also take direct action to abate the nuisance. All District costs for such abatement as well as fines are the responsibility of the business establishment and the property owner. The District further reserves the right to seek additional relief in the Placer County Superior Court to enforce compliance with the Sewer Code, in which case the District shall seek to recover from you all attorneys' fees and costs incurred in obtaining such relief. We sincerely hope that such enforcement actions will not be necessary and look forward to your immediate response confirming your compliance with this order.

Please coordinate with the District Inspector, Justin Roston at (916) 751-9215, or Lead Inspector, Aaron Moore at (916) 872-3060, for coordination and inspection of the corrective actions.

If you have any questions about the contents of this letter, please contact me at (916) 786-8555 or chuff@spmud.ca.gov.

Sincerely,



Carie Huff, P.E.
District Engineer

Encl: Exhibit A – Lucille's Photo Log
Exhibit B – CALTEST Analytical Laboratory Results (March 31, 2023)

CC: Herb Niederberger, General Manager
Eric Nielsen, Superintendent
Aaron Moore, Lead Inspector
Justin Roston, Inspector
Frank Dittrich, City of Roseville Industrial Waste Specialist (via email)
Mike DiPietro, Placer County Environmental Health Consumer Protection Supervisor (via email)
David Mohlenbrok, City of Rocklin Community Development Director (via email)
Russ Sneed, City of Rocklin Building Supervisor (via email)

Exhibit A
Notice of Violation – Lucille’s BBQ (6628 Lonetree Boulevard, Rocklin)



Photo Log



Photo 1 - 02/13/2023 – Excessive grease accumulation documented in public sewer system that serves Lucille’s Smokehouse BBQ via CCTV.



Photo 3 - 03/15/2023 – District crews hydro excavate in Lucille’s drive aisle/parking lot to retrieve stuck cleaning nozzle.



Photo 2 - 02/13/2023 - Excessive grease accumulation documented in public sewer system that serves Lucille’s Smokehouse BBQ via CCTV.



Photo 4 - 03/15/2023 – District crews hydro excavate in Lucille’s drive aisle/parking lot to retrieve stuck cleaning nozzle.

Exhibit A
Notice of Violation – Lucille’s BBQ (6628 Lonetree Boulevard, Rocklin)



Photo Log



Photo 5 - 03/20/2023 - District staff document condition of sampling box prior to taking effluent samples.



Figure 7 - 03/20/2023 - Grab sample for PH testing.



Photo 6 - 03/20/2023 - Effluent samples are taken from the sampling box.



Figure 8 - 03/20/2023 - pH reading of 4.03.

Exhibit A
Notice of Violation – Lucille’s BBQ (6628 Lonetree Boulevard, Rocklin)



Photo Log



Photo 9 - 03/20/2023 - Grease staining on AC pavement around cleanouts and grease interceptor.



Photo 11 - 03/20/2023 - Grease staining through parking lot, surface area is slick/slippery.

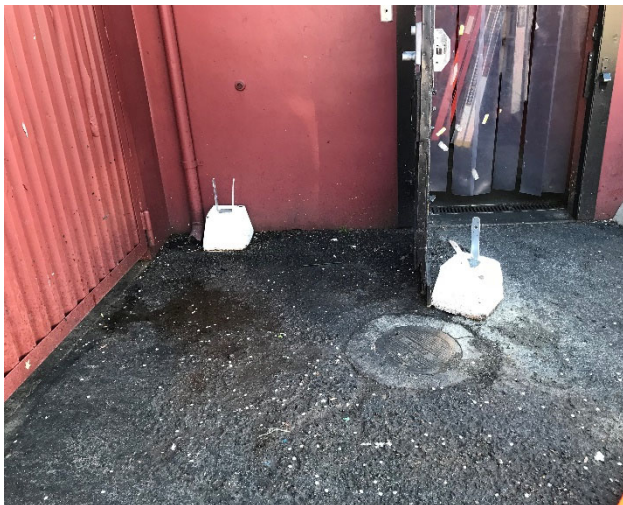


Photo 10 - 03/20/2023 - Evidence of grease staining at rear entrance around cleanout.



Photo 12 - 03/20/2023 - Grease staining leading to storm drain inlet.

Exhibit A
Notice of Violation – Lucille’s BBQ (6628 Lonetree Boulevard, Rocklin)



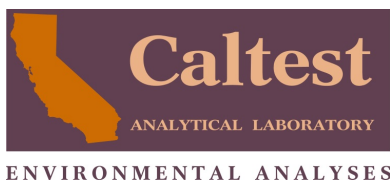
Photo Log



Photo 13 - 04/06/2023 - Pipe removed after retrieving stuck cleaning nozzle.



Photo 14 - 04/06/2023 - Severe deterioration from discharge that exceeds local limits.



Friday, March 31, 2023

Frank Dittrich
City of Roseville
1800 Booth Rd
Roseville, CA 95747

Re Lab Order: Y030912
Project ID: LUCILLES'S BBQ WASTEWATER
COMP

Collected By: Frank Dittrich
PO/Contract#: 9013742

Dear Frank Dittrich:

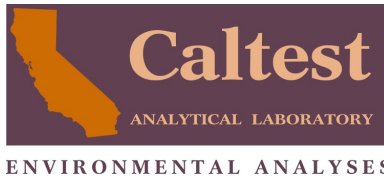
Enclosed are the analytical results for sample(s) received by the laboratory on Monday, March 20, 2023. Results reported herein conform to the most current NELAC standards, where applicable, unless otherwise narrated in the body of the report.

If you have any questions concerning this report, please feel free to contact me.

Enclosures

Project Manager: Sonya Allahyari





SAMPLE SUMMARY

Lab Order: Y030912
 Project ID: LUCILLES'S BBQ WASTEWATER COMP

Lab ID	Sample ID	Matrix	Date Collected	Date Received
Y030912001	Lucille's sample Chamber	Water	03/20/23 09:32	03/20/23 14:05

REPORT OF LABORATORY ANALYSIS

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NARRATIVE

Lab Order: Y030912
Project ID: LUCILLES'S BBQ WASTEWATER COMP

General Qualifiers and Notes

Caltest authorizes this report to be reproduced only in its entirety. Results are specific to the sample(s) as submitted and only to the parameter(s) reported.

Caltest certifies that test results meet California Environmental Laboratory Accreditation Program (CA-ELAP) and/or National Environmental Laboratory Accreditation Program (NELAP) requirements, as applicable, unless stated otherwise.

All analyses performed by EPA Methods or Standard Methods.

Dilution Factors (DF) reported greater than '1' have been used to adjust the result, Reporting Limit (RL), and Method Detection Limit (MDL).

All Solid, sludge, and/or biosolids data is reported in Wet Weight, unless otherwise specified.

Filtrations performed at Caltest for dissolved metals (excluding mercury) and/or pH analysis are not performed within the 15 minute holding time as specified by 40CFR 136.3 table II.

Results Qualifiers: Report fields may contain codes and non-numeric data correlating to one or more of the following definitions:

ND - indicates analytical result has not been detected at or above the Reporting Limit (RL), or at above the Method Detection Limit (MDL) when it is included on the report and is not otherwise noted.

RL - Reporting Limit is the quantitation limit at which the laboratory is able to detect an analyte. An analyte not detected at or above the RL is reported as ND unless otherwise noted or qualified. For analyses pertaining to the State Implementation Plan of the California Toxics Rule, the Caltest Reporting Limit (RL) is equivalent to the Minimum Level (ML). A standard is always run at or below the ML. Where Reporting Limits are elevated due to dilution, the ML calibration criteria has been met.

MDL - The Method Detection Limit is defined as the minimum measured concentration of a substance that can be reported with 99% confidence that the measured concentration is distinguishable from method blank results.

J - reflects estimated analytical result value detected below the Reporting Limit (RL) and above the Method Detection Limit (MDL). The 'J' flag is equivalent to the DNQ Estimated Concentration flag.

B - indicates the analyte has been detected in the blank associated with the sample.

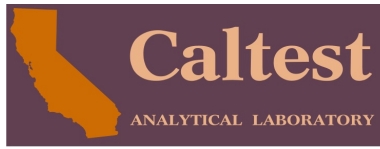
SS - compound is a Surrogate Spike used per laboratory quality assurance manual.

NOTE: This document represents a complete Analytical Report for the samples referenced herein and should be retained as a permanent record thereof.

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ENVIRONMENTAL ANALYSES

ANALYTICAL RESULTS

Lab Order: Y030912
 Project ID: LUCILLES'S BBQ WASTEWATER COMP

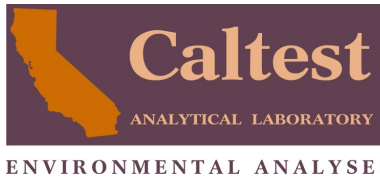
Lab ID	Y030912001	Date Collected:	03/20/23 09:32	Matrix:	Water					
Sample ID	Lucille's sample Chamber	Date Received:	03/20/23 14:05							
Parameter	Result	Units	RL	MDL	DF	Prepared	Batch	Analyzed	Batch	Qual
Oil & Grease, Gravimetric Analysis			Analytical Method: EPA 1664A			Analyzed By: AN				
Oil & Grease, Total	101	mg/L	5.0	1.5	1.1			03/30/23 12:30	SOG 1090	

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QUALITY CONTROL DATA

Lab Order: Y030912
 Project ID: LUCILLES'S BBQ WASTEWATER COMP

Analysis Description: Oil & Grease, Gravimetric Analysis	QC Batch: SOG/1090
Analysis Method: EPA 1664A	QC Batch Method: EPA 1664A

Method Blank (63473)

Parameter	Results	Units	RL	MDL	Qual
Oil & Grease, Total	ND	mg/L	5.0	1.4	

Laboratory Control Sample (63474); Laboratory Control Sample Dup (63475)

Parameter	Units	Spiked Amount	Spike Result	Spike Rec %	Control Limits	Dup Result	Dup Rec %	RPD	RPD Limit	Qual
Oil & Grease, Total	mg/L	40	39	98	78 - 114	38	95	3	18	

Matrix Spike (63827)

Parameter	Y030800002 Result	Units	Spiked Amount	Spike Result	Spike Rec %	Control Limits	Qual
Oil & Grease, Total	ND	mg/L	40	39	96	78 - 114	

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ENVIRONMENTAL ANALYSES

QUALITY CONTROL DATA QUALIFIERS

Lab Order: Y030912
Project ID: LUCILLES'S BBQ WASTEWATER COMP

Quality Control Parameter Qualifiers

Results Qualifiers: Report fields may contain codes and non-numeric data correlating to one or more of the following definitions:

NS - means not spiked and will not have recoveries reported for Analyte Spike Amounts

QC Codes Keys: These descriptors are used to help identify the specific QC samples and clarify the report.

MB - Method Blank

Method Blanks are reported to the same Method Detection Limits (MDLs) or Reporting Limits (RLs) as the analytical samples in the corresponding QC batch.

LCS/LCSD - Laboratory Control Spike / Laboratory Control Spike Duplicate

DUP - Duplicate of Original Sample Matrix

MS/MSD - Matrix Spike / Matrix Spike Duplicate

RPD - Relative Percent Difference

%Recovery - Spike Recovery stated as a percentage



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QUALITY CONTROL DATA CROSS REFERENCE TABLE

Lab Order: Y030912
 Project ID: LUCILLES'S BBQ WASTEWATER COMP

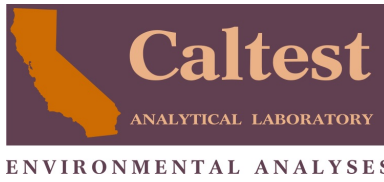
Lab ID	Sample ID	Prep Batch	Prep Method
SOG/1090 - EPA 1664A			
Y030912001	Lucille's sample Chamber	SOG/1090	EPA 1664A

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1885 N. KELLY ROAD, NAPA, CA 94558 (707) 258-4000 info@caltestlabs.com www.caltestlabs.com
SAMPLE CHAIN OF CUSTODY

CLIENT: City of Roseville
 MAILING ADDRESS: 1800 Booth Road
 BUILDING ADDRESS: Same as above
 PHONE NUMBER: 916-746-1882
 EMAIL ADDRESS: faditrich@roseville.ca.us
 REPORT ATTN: Frank Dittich
 CITY: Roseville STATE: CA ZIP: 95678
 ANALYST: Raji Subramanian
 SAMPLER (PRINT & SIGN NAME): Frank Dittich

PROJECT NAME / PROJECT NUMBER: Lucille's BBQ Wastewater Compliance
 P.O. NUMBER:
 ANALYSIS REQUESTED:
 LAB ORDER # 1030912
 TURN-AROUND TIME
 STANDARD
 RUSH
 DUE DATE:
 REGULATORY DRINKING WATER?
 Yes / No
 If Yes, write 10-digit PS Code(s) below:

CLIENT SAMPLE #	DATE SAMPLED	TIME SAMPLED	SAMPLE MATRIX	CONTAINER TYPE AMOUNT	PRESERVATIVE	SAMPLE IDENTIFICATION / SITE	CLIENT LAB #	COMP. OR GRAB	EPA 1664 (Oil & Grease)
1	3/20/2023	0932	WW	2 AL	HCL	Lucille's Sample Chamber		Grab	X

TEMP: 4 °C / 5 °C
 FOR LAB USE ONLY
 Samples: WC MICRO BLO SEALED N INFACT N ON ICE N
 BP: WC MET MET VOA VOA SV VOA
 SIL: HP PT QT VOA SUB
 W/NO₃ H₂SO₄ NH₄ NH₄
 PH: HNO₃ H₂SO₄ NH₄ HCl

RELINQUISHED BY: [Signature] DATE/TIME: 3/20/23 / 11:19 AM
 RECEIVED BY: [Signature] DATE/TIME: 03/20/23 / 12:30
 RELINQUISHED BY: [Signature] DATE/TIME: 03/20/23 / 14:05
 RECEIVED BY: [Signature]

REPORTING OPTIONS (Choose One):
 EMAIL MAIL BOTH

MATRIX: W = Aqueous Nonfiltering Wastewater; Digested Metals; NL = Final Effluent Minimum-Level; Level R.L.; DW = Drinking Water; SL = Soil; Sludge; Solid; FP = Free Product
 CONTAINER TYPES: AL = Amber Lier; AHL = 500 mL Amber; PT = Pint (Plastic); QT = Quart (Plastic); H₂SO₄ = 500 mL (Plastic); NH₄ = 400 mL (Plastic); VOA = 400 mL VOA; CTC = Other Type Container
 03/20/2023

WHITE - LABORATORY YELLOW - CLIENT COPY TO ACCOMPANY FINAL REPORT PINK - CLIENT COPY AS RECEIPT

REPORT OF LABORATORY ANALYSIS

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August 14, 2023

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

SERVING THE BEST
BAR-B-QUE
★ with THE FINEST ★
Southern Hospitality.

Re: Response to the Notice of Violation Letter

Corporate Office
2601 EAST WILLOW
SIGNAL HILL, CA 90755
Main (562) 596-0200
Fax (562) 430-0480

To Whom it may concern,

We are writing to appeal the violation issued by the South Placer Municipal Utility District (District) Sewer Code, Chapter 3, in that the operations of the Lucille's Smokehouse Bar-B-Que Restaurant located at 6628 Lonetree Boulevard, Rocklin, have resulted in damage to the public sewer system in addition to repeated indications of sanitary sewer overflows (SSO) at or near the grease control device and the trash enclosure. Specifically, this violation contained an order to "abate the nuisance created by the grease control device (GCD) failure and install and maintain all sewage piping and appurtenances and appropriate grease control device(s)," in part and attached hereto for ease of reference.

After receiving the initial violation notice dated April 14, 2023, we immediately initiated good faith efforts to research the claim. We started by reviewing the report with our Plumbing Engineer, interceptor service provider and original manufacturer engineers at Jensen Precast. All parties strongly believe and would attest that the grease interceptor is in proper working condition and does not require replacement at this time. The grease interceptor was permitted and installed in accordance with local building codes during original construction around 2006 and properly maintained with reputable interceptor service companies.

Additionally, we traveled to the Rocklin location and met directly with the South Placer Municipal Utility district staff on June 19, 2023. We toured both inside and outside the building and they agreed that we were in good standing with the best management practices. Specifically, Jensen Precast has agreed to look into additional options for retrofit that would not require replacement and the interceptor company has agreed to do a better job with the cleaning. The sample that was collected was a single snapshot of the discharge condition and not necessarily a good representation of the ongoing discharge. The piping photos, at issue, overall demonstrate relatively low grease accumulation, with buildup only sticking on a rough area of the pipe that had worn through.

It should be noted that we originally received a similar complaint dated June 14, 2019, and we agreed to resolve it at great expense through re-piping underground lines and modifying grease disposal procedures.



In this case, we are requesting the opportunity to resolve this matter by continuing best management practices and more intensive cleaning from the interceptor company in lieu of replacing the interceptor because not only is replacing the interceptor is prohibitively expensive, but also, the interceptor replacement would very likely only amount to marginal increase in efficiency and also carries some risk of worsened performance.

I appreciate your attention to this matter and look forward to a prompt response. Thank you for your understanding and consideration.

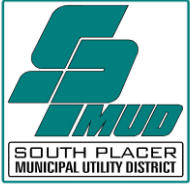
Yours sincerely,

A handwritten signature in blue ink, appearing to read "Ryan Hofman".

Ryan Hofman // Director of Facilities and Construction

Hofman Hospitality Group
2601 East Willow Street
Signal Hill, CA 90755
O: 562. 596. 0200
M: 310. 343. 3542
F: 562. 216. 9355
www.hofmangroup.com

CORPORATE OFFICE
2601 East Willow
Signal Hill, California 90755
(562) 596-0200
(562) 430-0480 • FAX



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

FOG Notice of Violation
Fats, Oils and Grease (FOG) Program
SPMUD Sewer Code

Via Certified Mail

November 13, 2023

Gallelli Real Estate
ATTN: Laurinda Gallelli
3005 Douglas Boulevard #200
Roseville, CA 95661

Lucille's Smokehouse BBQ
ATTN: Stephen Bougeokles
6628 Lonetree Boulevard
Rocklin, CA 95765

Subject: STIPULATION AND ADMINISTRATIVE ORDER IN LIEU OF ENFORCEMENT OF NOTICE OF VIOLATION DATED APRIL 14, 2023

On April 14, 2023, the District issued a Notice of Violation with Conclusion and Orders that included the following:

1. Abate the nuisance created by the grease control device (GCD) failure, and install and maintain all sewage piping and appurtenances and appropriate grease control device(s); and
2. Submit to immediate inspections by the District, County Health Department and/or City of Rocklin Building Department to determine any and all violations of the District's Sewer Code, the Health and Safety Code and Building Codes; and
3. Comply with all requirements imposed by the District, County Health Department, and/or City of Rocklin Building Department; and
4. Complete a condition assessment of all exterior sewage piping and appurtenances under District inspection to determine the scope of required replacement; and
5. Provide a tenant improvement submittal to the District for review and approval that includes replacement of the existing grease control device and piping and appurtenances identified in the condition assessment. The proposed grease control device shall meet the requirements of the District's Sewer Code and Standard Specifications and Improvement Standards for Sanitary Sewers. The submittal shall also include complete interior plumbing plans that depict all piping, cleanouts, floor drains, floor sinks, mop drains, drainage fixture units. A tenant improvement processing fee of \$435 is also required; and
6. Power wash and clean the grease-stained asphalt near the trash enclosure and the grease control device. Do not allow any grease, wash down water, or cleaning agents to enter the storm drain system.
7. Continue to self-report future pump outs/cleanings of the grease control devices on the property by electronically submitting the associated records (e.g., logs, invoices, manifests) via the District's FOG-control compliance program (i.e., SwiftComply).

On August 14, 2023, the District received an appeal of the Notice of Violation from Lucille's Smokehouse BBQ (Lucille's), wherein Lucille's proposed more frequent and intensive cleaning as an alternative to the Notice of Violation with Conclusion and Orders.

The parties hereto, being the South Placer Municipal Utility District ("District"), Lucille's Smokehouse BBQ ("Lucille's") and Gallelli Real Estate ("Gallelli") hereby enter into this Stipulation and Administrative Order whereby enforcement of the April 14, 2023, Notice of Violation with Conclusion and Orders will be stayed until July 1, 2024 (the "Testing Period"). During such time, Lucille's and Gallelli will, at their sole cost and expense, authorize the District (or any third party designated by the District) to perform weekly FOG sampling during the Testing Period. Sampling of wastewater shall occur at the sampling box downstream of the grease control device. Lucille's shall place a deposit with the District in the amount of \$7,800 towards the actual cost of sampling and testing from an independent laboratory. Once the data has been compiled over the course of six months, the District will review the results to determine if Lucille's is operating within the discharge limitations of the District's Sewer Code and the City of Roseville's Municipal Code. If not, then the original Conclusion and Orders remain in effect, and the requirements set forth in Paragraphs 1, through 7, above, shall be completed within six (6) months upon demand by the District, failing which the District shall be entitled to bring an enforcement action against Lucille's and Gallelli, including the imposition of fines pursuant to the District's fine schedule.

The August 14, 2023, appeal of the District's Notice of Conclusion and Orders is hereby withdrawn.

IT IS SO STIPULATED:

LUCILLE'S SMOKEHOUSE BBQ

By: _____

Name: _____

Title: _____

GALLELLI REAL ESTATE

By: _____

Name: _____

Title: _____

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

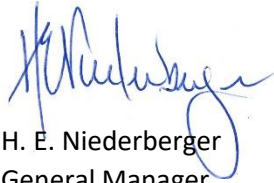
By: _____

Name: _____

Title: _____

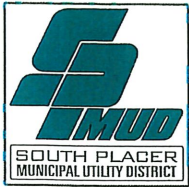
If you have any questions about the contents of this proposed Stipulation and Administrative Order, please contact Carie Huff at (916) 786-8555 or chuff@spmud.ca.gov. If we do not receive confirmation of your agreement to the foregoing and a signed copy of this Stipulation by **December 1, 2023**, then your appeal of the District's Notice of Violation and Conclusion and Orders dated April 14, 2023 shall be placed on the agenda for hearing by the District's Board of Directors at the January 4, 2024, regular Board meeting at 4:30pm at the Board meeting room located at 5807 Springview Drive, Rocklin, California.

Sincerely,



H. E. Niederberger
General Manager

- CC: Carie Huff, District Engineer
Eric Nielsen, Superintendent
Aaron Moore, Lead Inspector
Justin Roston, Inspector
Frank Dittrich, City of Roseville Industrial Waste Specialist (via email)
Mike DiPietro, Placer County Environmental Health Consumer Protection Supervisor (via email)
David Mohlenbrok, City of Rocklin Community Development Director (via email)



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

FOG Notice of Violation
Fats, Oils and Grease (FOG) Program
SPMUD Sewer Code

Via Certified Mail and Email

November 30, 2023

Jennifer Pucher, Esq.
General Counsel
Hofman Hospitality Group
Hof's Hut Restaurants, Inc.
2601 East Willow Street
Signal Hill, CA 90755

Subject: REQUEST FOR CONTINUANCE OF APPEAL HEARING OF APRIL 14, 2023 NOTICE OF VIOLATION WITH CONCLUSION AND ORDERS

Dear Ms. Pucher:

The District is in receipt of your letter dated November 27, 2023 requesting a continuance of the January 4, 2023 hearing before the District Board of Directors on your clients' appeal of the above-referenced Notice of Violation with Conclusion and Orders. The District will grant your request for additional time to consider and respond to the proposed Stipulation and Order sent to your clients on November 14, 2023.

The hearing on your clients' appeal will be placed on the Board of Directors' agenda for its regular monthly meeting on **February 1, 2023 at 4:30 pm** at the Board meeting room located at 5807 Springview Drive, Rocklin, California.

In granting this request, the District reserves all enforcement rights as set forth in the Notice of Violation with Conclusion and Orders and as provided in District ordinances and California state law.

If you have any questions regarding the foregoing, please contact Carie Huff at (916) 786-8555 or chuff@spmud.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'H. E. Niederberger', is written over a printed name and title. The signature is stylized and includes a large loop at the end.

H. E. Niederberger
General Manager

CC: Carie Huff, District Engineer
Eric Nielsen, Superintendent
Aaron Moore, Lead Inspector
Justin Roston, Inspector
Frank Dittrich, City of Roseville Industrial Waste Specialist (via email)
Mike DiPietro, Placer County Environmental Health Consumer Protection Supervisor (via email)
David Mohlenbrok, City of Rocklin Community Development Director (via email)



January 24, 2024

To: South Placer Municipal Utility District Board Members

We received a Stipulation and Administrative Order in Lieu of Enforcement on November 14th, 2023.

We respectfully disagree with the District's notice requiring Lucille Smokehouse Bar-B-Que to replace the existing grease interceptor system to address pH and FOG discharge levels that were only slightly out of compliance at the time. After diligent and good faith efforts, we have reached the following conclusions and alternatives for further consideration at the upcoming District Board Meeting.

First, the grease interceptor manufacturer recommended by the District stated that this replacement will not only fail to correct the pH issue but will actually result in lower and more detrimental pH levels.

Second, we have also learned that the grease interceptor replacement with flow control will very likely cause water to back up into the restaurant and exacerbate any flow issues that will likely lead to our restaurant's closure.

Third, we retained a local testing company, Sparger Technology, that is on the District's approved list, and a recent testing (sample dated January 19, 2024) demonstrates that the discharge is within or very close to within acceptable limits. Additionally, the Sparger Technology laboratory called into question the methodology of collection and meter calibration certifications of the original FOG notice that may have led to uncertainty in the previous testing results.

Relevant code:

City of Roseville General Discharge prohibitions code 14.26.110

"Any wastewater having a pH less than 5.0"

SPMUD 2.02.05 Prohibited Discharges

"Any waters or wastes having a pH lower than 5.5 or higher than 9.0"

1/19/24 Sparger data: 5.4 pH

"Unless otherwise authorized under a wastewater contribution permit, no person or user shall discharge wastewater containing in excess of: 100.0 mg/L oil and grease"

1/19/24 Sparger data: 59.9 mg/L

CORPORATE SUPPORT CENTER
2727 East Willow
Signal Hill, CA 90755
562) 596-0200
562) 216-9351 fax
www.hofmangroup.com

As an alternative to the grease interceptor replacement, we propose an additional two (2) months of testing (1 test per month) using Sparger Technology, Inc Environmental Laboratories and then to reconvene with this committee for a further solution if needed.

Sincerely,

Ryan Hofman // Director of Facilities and Construction

Hofman Hospitality Group
2601 East Willow Street
Signal Hill, CA 90755
O: 562. 596. 0200

CORPORATE SUPPORT CENTER
2727 East Willow
Signal Hill, CA 90755
562) 596-0200
562) 216-9351 fax
www.hofmangroup.com

Ryan Hofman
Lucille's Smokehouse BBQ
6628 Lonetree Blvd.
Rocklin, CA 95765

Client	Lucille's Smokehouse BBQ
Workorder	23369 Lucille's Waste Water Compliance
Received	01/19/24

The samples were received in EPA specified containers. The samples were transported and received under documented chain of custody and stored at four (4) degrees C until analysis was performed.

Sparger Technology, Inc. ID Suffix Keys - These descriptors will follow the Sparger Technology, Inc. ID numbers and help identify the specific sample and clarify the report.

- DUP - Matrix Duplicate
- MS - Matrix Spike
- MSD - Matrix Spike Duplicate
- LCS - Lab Control Sample
- LCSD - Lab Control Sample Duplicate
- RPD - Relative Percent Difference
- QC - Additional Quality Control
- DIL - Results from a diluted sample
- ND - None Detected
- RL - Reporting Limit

Note: In an effort to conserve paper, the results are printed on both sides of the paper.



Ray James
Laboratory Director

Ryan Hofman
Lucille's Smokehouse BBQ
6628 Lonetree Blvd.
Rocklin, CA 95765

Workorder 23369

Enclosed are the results from samples received on January 19, 2024.

The requested analyses are listed below.

SAMPLE	SAMPLE DESCRIPTION	DATE COLLECTED	TEST METHOD
23369001	Interceptor Man Hole 1, Water	01/19/24	EPA1664A O&G SM4500-H+B pH

Test Certificate of Analysis

Client ID Lucille's Smokehouse BBQ
Workorder # 23369

Workorder ID Lucille's Waste Water Compliance

Laboratory ID 23369001
Sample ID Interceptor Man Hole 1
Matrix Water

Sampled 01/19/24
Received 01/19/24
Reported 01/23/24

WET CHEMISTRY
 Parameter

Parameter	Method	Prep Date	Analyzed	Result	RL Units	Dilution
pH	SM4500-H+B pH	01/19/24	01/19/24	5.41	0.1 SU	1:1
TPH OIL & GREASE	EPA1664A O&G	01/22/24	01/22/24	59900	1000 ug/L	1:1

Method Blank Report

Client ID	Lucille's Smokehouse BBQ	Sample ID	MB for HBN 620570 [OGV/1206]			
Laboratory ID	131822	Matrix	Water			
Parameter	Method	Prep Date	Analyzed	Result	RL Units	Dilution
TPH OIL & GREASE	EPA1664A O&G	01/22/24	01/22/24	ND	1000 ug/L	1:1

Lab Control Sample Report

Client ID	Lucille's Smokehouse BBQ	Sample ID	LCS for HBN 620570 [OGV/1206]			
Laboratory ID	131823	Matrix	Water			
Parameter	Method	Prep Date	Analyzed	Result	RL Units	Dilution
TPH OIL & GREASE	EPA1664A O&G	01/22/24	01/22/24	39100	1000 ug/L	1:1

Lab Control Sample Duplicate Report

Client ID	Lucille's Smokehouse BBQ	Sample ID	LCSD for HBN 620570 [OGV/1206]			
Laboratory ID	131824	Matrix	Water			
Parameter	Method	Prep Date	Analyzed	Result	RL Units	Dilution
TPH OIL & GREASE	EPA1664A O&G	01/22/24	01/22/24	38900	1000 ug/L	1:1

Duplicate Report

Client ID	Lucille's Smokehouse BBQ	Sample ID	DUP for HBN 620572 [PHWV/1225]			
Laboratory ID	131827	Matrix	Water			
Parameter	Method	Prep Date	Analyzed	Result	RL Units	Dilution
pH	SM4500-H+B pH	01/19/24	01/19/24	5.4	0.1 SU	1:1

QC SUMMARY

Client ID	Lucille's Smokehouse BBQ	Original Sample	23369001			
QC Batch	PHA 2540	Duplicate [131827]				
Matrix	Water					
Parameter					RPD	RPD Limits
pH					0.20	(20)
Client ID	Lucille's Smokehouse BBQ	Samples	Lab Control Sample [131823]			
QC Batch	OGGA 1583		Lab Control Sample Duplicate [131824]			
Matrix	Water					
Parameter		Check %Recovery	Check Dup %Recovery	Recovery Limits	RPD	RPD Limits
TPH OIL & GREASE		98	97	(65-135)	1.0	(20 MAX)



3738 Bradview Drive
 Sacramento, CA 95827
 Lab: (916) 369-7699
 Fax: (916) 369-7689

Profile / COC No.:

23369

Project Contact (Hardcopy or PDF To): Ryan Hofman
 Company / Address: Lucille's Smokehouse BBQ
 6628 Lonetree Blvd.
 Rocklin, CA 95765
 Phone #: 562. 596. 0200
 Fax #: 562. 216. 9355
 Project #: P.O. #:

Global ID: NA
 Sampling Company Log Code: NA
 California EDF Report? Yes No
 California EDT Report? Yes No

Project Name: Lucille's Waste Water Compliance
 Project Address: Same as above

Sampler Name (PRINT): Paris James
 Sampler Signature: Paris James
 PDF/EDF Deliverable To (Email Address): hofman@hofmangroup.com

SAMPLE ID	Date	Time	# Containers	Container			Preservative			Matrix					Oil nad Grease (1664A)	PH (SM4500-H+B)	TAT
				40 ml VOA	Sleeve	Poly	HCl	HNO ₃	None	Na ₂ S ₂ O ₃	Other: 4°C / ICE	Ground Water	Waste Water	Drinking Water			
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CHAIN OF CUSTODY RECORD

Analysis Request

Temp °C: 4.8
 Initials: DJZ
 Date: 1/19/24
 Time: 1545
 Condition: OK

For Lab Use Only: Sample Receipt

Temp °C: [Blank]
 Initials: [Blank]
 Date: [Blank]
 Time: [Blank]
 Condition: [Blank]

Remarks: [Blank]

Bill to: [Blank]

TAT: Rush 12 hr 24 hr 48 hr 5 DY STD 10 DY

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Emilie Costan, Administrative Services Manager

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

Subject: Resolution 24-03, Amending Resolution 23-22 and Approving Midyear Adjustments to the Fiscal Year 2023/24 Budget

Board Date: February 1, 2024

Overview

This report provides the Board with information, analysis, and recommendations regarding midyear adjustments to the Fiscal Year 2023/24 Budget.

Revenue - Staff is recommending an increase of \$100,000 to the Operating Revenue budget and an increase of \$600,000 to the Capital Revenue budgets to adjust for a continued increase in investment returns caused by higher interest rates.

Expenses - Staff is recommending an increase of \$18,000 in the Operating Fund budget and an increase of \$253,000 in the Capital Outlay Fund budgets to adjust for unexpected costs.

Background and Analysis

Requested Midyear Budget Adjustments:

1. The Revenue Budget is increased by \$700,000:
 - a. The Operating Fund revenues are projected to increase by \$100,000 due to a rise in interest rates creating higher investment returns.
 - b. The Capital Improvement & Expansion Fund revenues are projected to increase by \$350,000 due to a rise in interest rates creating higher investment returns.
 - c. The Capital Replacement & Rehabilitation Fund revenues are projected to increase by \$250,000 due to a rise in interest rates creating higher investment returns.

2. The Operating Fund Expenses Budget is increased by \$18,000:
 - a. Salary and Benefit expenses will decrease by \$107,000. The District realized salary savings from two vacant positions in the first half of the fiscal year. These positions will be filled for the second half of the fiscal year.
 - b. Local Service and Supply expenses will increase by \$125,000. Staff is recommending increases to the Local Services and Supply budget due to damage to the Taylor Road Lift Station; although; the repairs will eventually be reimbursed to the District. Other increases include new asset management software that supports the District's GIS software, increased costs for scheduled pump replacements, and inspection services for the Granite Terrace Subdivision which are also reimbursable to the District.
 - c. No adjustments are being requested for Regional Wastewater Treatment Plant expenses or Depreciation expense.

3. The Capital Outlay Expenditure Budget is increased by \$253,000:
 - a. The Operating Fund Capital Outlay Budget will increase by \$28,000. Staff is recommending a decrease of \$15,000 due to the delayed purchase of easement inspection equipment. Staff is recommending an increase of 43,000 due to losses incurred from a theft at the District that requires the replacement of approximately \$41,000 in equipment and tools. The items that were stolen from the District yard were not covered under the District's property and liability insurance policy. The increase also includes higher than anticipated costs for scheduled pipe trailer improvements.
 - b. No adjustments are being requested for the Capital Improvement & Expansion Outlay Budget.
 - c. The Replacement & Rehabilitation Capital Outlay Budget will increase by \$225,000. Staff is recommending an increase due to two unexpected system rehabilitation projects, the Newcastle Pond Liner Project and the Farron Street Trunk Replacement Project.

Recommendation

Staff recommends that the Board of Directors adopt Resolution 24-04, amending Resolution 23-22 authorizing the following adjustments to the FY2023/24 Budget:

- 1) Increase the Revenue Budget by \$700,000: from \$20.77M to \$21.47M.
- 2) Increase the Operating Fund Budget by \$18,000: from \$21.61M to \$21.63M.
- 3) Increase the Capital Budget by \$253,000: from \$15.75M to \$15.99M.

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:
 Prepare for the future and foreseeable emergencies
 Provide exceptional value for the cost of sewer service

Related District Ordinances and Policies

This action amends Resolution 23-22 which approved the Budget for Fiscal Year 2023/24.

This action is in conjunction with the following District Policies:
 Policy 3105 - Budget Preparation

Fiscal Impact

Staff's recommendation to approve these adjustments will result in an increase of \$700,000 to the total revenue budget, an increase of \$18,000 to the Operating Fund expense budget, and an increase of \$253,000 to the Capital Fund expense budgets for Fiscal Year 2023/24. This represents an increase of 3.37% to the originally approved Revenue Budget, an increase of 0.08% to the originally approved Operating Expense Budget, and an increase of 1.61% to the originally approved Capital Expense Budget.

Attachments:

1. Resolution 24-04
2. Table 1: Revenue Budget Adjustments for FY2023/24
3. Table 2: Operating Fund Expenditures Budget Adjustments for FY2023/24
4. Table 3: Capital Expenditures Budget Adjustments for FY2023/24
5. Table 4: Mid-Year Fund Summary for FY2023/24

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 24-04

**AMENDING RESOLUTION 23-22 AND ADOPTING THE MIDYEAR BUDGET
ADJUSTMENTS FOR THE FISCAL YEAR 2023/24**

WHEREAS, the South Placer Municipal Utility District (District) Policy 3105 states that the District will adopt an annual budget that provides the Board of Directors with the upcoming fiscal year revenues and expenses for the Operating and Capital Funds conforming to policies previously adopted by the Board of Directors; and

WHEREAS, the annual budget is the fiscal planning tool to accomplish the District's strategic plan goals and objectives; and

WHEREAS, the Budget for the 2023/24 Fiscal Year (beginning July 1, 2023 and ending June 30, 2024), was adopted per Resolution 23-22 and outlines projected revenues, expenses, and a spending plan for the Operating and Capital Funds; and

WHEREAS, staff reviews the budget at midyear to ensure the continued validity of the adopted budget and to recommend any necessary adjustments to reflect Board recommendations, new legislative mandates, and operational needs; and

WHEREAS, recommended adjustments to the Fiscal Year 2023/24 Budget will align projected revenues, expenses, and the spending plan for the Operating and Capital Funds to accomplish the District's strategic plan goals and objectives.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the South Placer Municipal Utility District hereby amends Resolution 23-22 and adjusts the Budget for Fiscal Year 2023/24 and the proposed spending plan as follows, and in accordance with the attached Tables:

- 1) Increase the Revenue Budget by \$700,000: from 20.77M to \$21.47M.
- 2) Increase the Operating Fund Budget by \$18,000: from \$21.61M to \$21.63M.
- 3) Increase the Capital Budget by \$253,000: from \$15.75M to \$15.99M.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 1st day of February 2024.

Signed: _____

James Durfee, President of the Board of Directors

Attest: _____

Emilie Costan, Board Secretary

Table 1
REVENUE BUDGET ADJUSTMENTS FOR FY2023/24

	<u>FISCAL YEAR</u> <u>2023/24</u>	<u>MIDYEAR FISCAL</u> <u>2023/24</u>	<u>REQUESTED</u> <u>VARIANCE</u>
OPERATING FUND			
SEWER SERVICE CHARGES REVENUES	\$ 16,717,810	\$ 16,717,810	\$ -
PERMITS, PLAN CHECK FEES & INSPECTIONS	246,500	246,500	-
PROPERTY TAXES	1,200,000	1,200,000	-
LATE FEES SEWER SERVICE CHARGES	140,000	140,000	-
INTEREST	200,000	300,000	100,000
GAIN/LOSS ON SALE FIXED ASSET DISPOSAL	-	-	-
MISCELLANEOUS INCOME	40,000	40,000	-
OPERATING FUND less CEPPT Earnings	\$ 18,544,310	\$ 18,644,310	\$ 100,000
Interest Income from CEPPT (Restricted)	\$ 100,000	\$ 100,000	\$ -
TOTAL OPERATING FUND	\$ 18,644,310	\$ 18,744,310	\$ 100,000
CAPITAL IMPROVEMENT FUND			
SEWER PARTICIPATION FEES	\$ 1,474,500	\$ 1,474,500	\$ -
INTEREST	400,000	750,000	350,000
TOTAL CAPITAL IMPROVEMENT FUND	\$ 1,874,500	\$ 2,224,500	\$ 350,000
CAPITAL REPLACEMENT FUND			
INTEREST	\$ 250,000	\$ 500,000	\$ 250,000
TOTAL CAPITAL REPLACEMENT FUND	\$ 250,000	\$ 500,000	\$ 250,000
TOTAL SPMUD REVENUE	\$ 20,768,810	\$ 21,468,810	\$ 700,000

Table 2
OPERATING FUND EXPENDITURES BUDGET ADJUSTMENTS FOR FY2023/24

OPERATING FUND EXPENDITURES	FISCAL YEAR 2023/24	MIDYEAR FISCAL 2023/24	REQUESTED VARIANCE
SALARIES/WAGES	\$ 3,273,000	\$ 3,173,000	\$ (100,000)
FICA - SOCIAL SECURITY	250,385	243,385	(7,000)
CALPERS RETIREMENT & UAL	805,196	805,196	-
457 & 401A RETIREMENT	144,130	144,130	-
INSURANCE BENEFITS	885,340	885,340	-
PERS OPEB	370,000	370,000	-
SUBTOTAL SPMUD SALARIES & BENEFITS	\$ 5,728,051	\$ 5,621,051	\$ (107,000)
ASPHALT PAVING	\$ 75,000	\$ 75,000	\$ -
BUILDING & GROUNDS MAINTENANCE	54,000	54,000	-
ELECTION EXPENSE	-	-	-
EMPLOYEE ENGAGEMENT	2,500	2,500	-
GAS & OIL EXPENSE	66,000	66,000	-
GENERAL OPERATING SUPPLIES & MAINTENANCE	225,275	246,275	21,000
LEGAL SERVICES	180,000	180,000	-
LIFT STATION & FLOW RECORDER PROGRAMS	76,000	90,000	14,000
OTHER OPERATING EXPENSE	1,000	1,000	-
PROFESSIONAL DEVELOPMENT	69,875	69,875	-
PROFESSIONAL SERVICES	843,000	893,000	50,000
PROPERTY & LIABILITY INSURANCE	415,000	415,000	-
REGULATORY COMPLIANCE/GOVERNMENT FEES	86,600	86,600	-
REPAIR/MAINTENANCE AGREEMENTS	156,150	196,150	40,000
ROOT CONTROL PROGRAM	71,000	71,000	-
SAFETY GEAR/UNIFORMS	28,825	28,825	-
UTILITIES	186,000	186,000	-
UTILITY BILLING/BANKING EXPENSE/PRINTING	290,500	290,500	-
VEHICLE REPAIR & MAINTENANCE	80,000	80,000	-
SUBTOTAL SPMUD SERVICE & SUPPLY EXPENSES	\$ 2,906,725	\$ 3,031,725	\$ 125,000
RWWTP MAINTENANCE & OPERATIONS	\$ 8,181,000	\$ 8,181,000	\$ -
RWWTP REHAB & REPLACEMENT	2,246,000	2,246,000	-
SUBTOTAL SPWA O&M & R&R EXPENSES	\$ 10,427,000	\$ 10,427,000	\$ -
TOTAL OPERATIONS EXPENSE BEFORE DEPRECIATION	\$ 19,061,776	\$ 19,079,776	\$ 18,000
DEPRECIATION EXPENSE	\$ 2,551,400	\$ 2,551,400	\$ -
TOTAL OPERATING FUND EXPENSES	\$ 21,613,176	\$ 21,631,176	\$ 18,000

Table 3
CAPITAL EXPENDITURES BUDGET ADJUSTMENTS FOR FY2023/24

CAPITAL IMPROVEMENTS	FISCAL YEAR 2023/24	MIDYEAR FISCAL 2023/24	REQUESTED VARIANCE
COMPUTERS/OFFICE FURNITURE	51,700	51,700	-
CURED IN PLACE PIPE	750,000	750,000	-
CY MASTER PLAN CAPITAL IMPROVEMENTS	663,000	663,000	-
EASEMENT INSPECTION EQUIPMENT	15,000	-	(15,000)
EASEMENT/ACCESS ROAD REPLACEMENT/UPGRADES	420,000	420,000	-
EASMENT ACQUISITION	87,000	87,000	-
FOOTHILL TRUNK PROJECT	125,000	125,000	-
EXPANSION PROJECTS	4,490,000	4,490,000	-
LATERAL CAMERA	15,000	55,000	40,000
NEWCASTLE MASTER PLAN IMPROVEMENTS	300,000	300,000	-
PARTICIPATION IN REGIONAL PROJECTS	1,280,000	1,280,000	-
PIPE TRAILER IMPROVEMENTS/REPLACEMENT	15,000	18,000	3,000
SCADA DESIGN & IMPLEMENTATION	490,000	490,000	-
SYSTEM IMPROVEMENTS	290,000	290,000	-
SYSTEM REHABILITATION	1,225,000	1,450,000	225,000
TAYLOR RD LIFT STATION REPLACEMENT	160,000	160,000	-
TRUNK EXTENSION REIMBURSEMENT	5,300,000	5,300,000	-
VEHICLE PURCHASES	70,000	70,000	-
TOTAL CAPITAL FUND IMPROVEMENTS	\$ 15,746,700	\$ 15,999,700	\$ 253,000

Table 4
MID-YEAR FUND SUMMARY FOR FY2023/24

<u>Fund 100 Operating Fund</u>	<u>FISCAL YEAR 2023/24</u>	<u>MIDYEAR FISCAL 2023/24</u>	<u>REQUESTED VARIANCE</u>
TOTAL OPERATING FUND REVENUES	\$ 18,644,310	\$ 18,744,310	\$ 100,000
SUBTOTAL SPMUD SALARIES & BENEFITS	5,728,051	5,621,051	(107,000)
TOTAL OPERATING FUND LOCAL SERVICES & SUPPLIES	2,906,725	3,031,725	125,000
SUBTOTAL SPWA O&M & R&R EXPENSES	10,427,000	10,427,000	-
TOTAL OPERATIONS EXPENSE BEFORE DEPRECIATION	19,061,776	19,079,776	18,000
DEPRECIATION EXPENSE	2,551,400	2,551,400	-
OPERATING FUND EXPENSES	\$ 21,613,176	\$ 21,631,176	\$ 18,000
OPERATING FUND CAPITAL EXPENSES	\$ 1,023,700	\$ 1,051,700	\$ 28,000
TOTAL OPERATING FUND EXPENSES	\$ 22,636,876	\$ 22,682,876	\$ 46,000
FUND 100 DIFFERENCE	\$ (3,992,566)	\$ (3,938,566)	\$ 54,000
<u>Fund 300 CIP & Expansion</u>	<u>FISCAL YEAR 2023/24</u>	<u>MIDYEAR FISCAL 2023/24</u>	<u>REQUESTED VARIANCE</u>
TOTAL CAPITAL IMPROVEMENT FUND REVENUES	\$ 1,874,500	\$ 2,224,500	\$ 350,000
TOTAL CAPITAL IMPROVEMENT FUND EXPENSES	\$ 9,915,000	\$ 9,915,000	\$ -
FUND 300 DIFFERENCE	\$ (8,040,500)	\$ (7,690,500)	\$ 350,000
<u>Fund 400 Replacement & Rehab</u>	<u>FISCAL YEAR 2023/24</u>	<u>MIDYEAR FISCAL 2023/24</u>	<u>REQUESTED VARIANCE</u>
TOTAL CAPITAL REPLACEMENT FUND REVENUES	\$ 250,000	\$ 500,000	\$ 250,000
DEPRECIATION TRANSFER	2,551,400	2,551,400	-
TOTAL CAPITAL REPLACEMENT FUND EXPENSES	\$ 4,808,000	\$ 5,033,000	\$ 225,000
FUND 400 DIFFERENCE	\$ (2,006,600)	\$ (1,981,600)	\$ 25,000
TOTAL SPMUD REVENUE	\$ 20,768,810	\$ 21,468,810	\$ 700,000
TOTAL SPMUD EXPENSES	\$ 37,359,876	\$ 37,630,876	\$ 271,000
TOTAL DIFFERENCE	\$ (16,591,066)	\$ (16,162,066)	\$ 429,000

GENERAL MANAGER REPORT

To: Board of Directors
From: Herb Niederberger, GM
Date: February 1, 2024
Subject: General Manager Monthly Staff Report – January 2024

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 January 12, 2024, the General Manager and Administrative Services Manager, Emilie Costan, participated in a Microsoft Teams Meeting with a representative of SageView Advisory Group to discuss the possibility of opening an additional IRS 457 deferred compensation account option.
- B. On January 17, 2024, the General Manager along with District Engineer, Carie Huff and District Superintendent, Eric Nielsen met with representatives from BEM and Loomis Unified School District to discuss the sewer trunk extension from Del Mar to Sierra College Boulevard.
- C. On January 22, 2024, the General Manager met with the General Manager of the Placer County Water Agency and the Rocklin City Manager to discuss local pending issues. Among the items discussed were the City of Rocklin fee deferral of the USA Properties/ College Park age-restricted/low-income housing project and pending legislation that could impact fee programs for Special Districts.
- D. On January 25, 2024, the General Manager attended a meeting of the South Placer Wastewater Authority Board of Directors. During the meeting, the SPWA Board approved resolutions: 1) Appointing an Executive Director; 2) Updating the meeting schedule; 3) Authorizing Funding for Inflation Reduction Act Support Project; 4) Authorizing Funding for the Inflation Reduction Act Support Project; 5) Authorizing Funding for the Dry Creek Wastewater Treatment Plant Operations and Laboratory Building Project; 6) Authorizing Funding for the Corridors Trunk Sewer Capacity Improvement Project; 7) Budget Adjustment Requests for the Pleasant Grove Wastewater Treatment Plant Maintenance Administration and Shop Building Project, the Pleasant Grove Wastewater Treatment Plant

Ultraviolet (UV) Disinfection System Addition Project and the Old Auburn Blvd Trunk Sewer and Lift Station Improvements Project. In addition, the Board heard the following informational items: a) Capacity Fee Update; b) SPWA Funding Agreement and Implementation of a Fee Deferral Program for Affordable Housing.

E. Also on January 25, 2024, the General Manager participated in the District All-hands meeting. Employees were provided with information on the Mid-year Budget Adjustments, an update on the Employee Engagement Committee, and the January 1st Cost of Living Adjustment.

F. Advisory Committee Meetings:

There were no advisory committee meetings in January.

3) PURCHASE ORDERS/CONTRACTS INITIATED UNDER GENERAL MANAGER AUTHORITY

PO Req#	Date	Vendor	Description	Amount
390	1/17/2024	TriTech Software Solutions.	Lucity Annual renewal	\$15,729
391	1/26/2024	Ohio Power Tool	Two Replacement Push Cameras	\$21,197

4) LONG RANGE AGENDA

March 2024

- Award Janitorial Services Contract

May 2024

- Quarterly Investment Report
- Consolidation of Election with Placer County

June 2024

- FY 2024/25 Budget Workshop
- Adopt FY 2024/25 Fee Schedule
- Delinquent Account Assignment

July 2024

- Adopt FY 2024/25 Budget
- Report on SPWA Board Meeting

Item 7.2.1

ITEM VIII. ASD REPORT

To: Board of Directors
From: Emilie Costan, Administrative Services Manager
cc: Herb Niederberger, General Manager
Subject: Administrative Services Department Monthly Report
Board Date: February 1, 2024

Form 700 Statement of Economic Interest Filing

Form 700 notifications were sent via email to all designated Form 700 filers on January 2, 2024. Forms must be completed by April 2, 2024.

Year-End Recertifications and Filings

The Administrative Services staff completed required year-end recertification and filing requirements including Form 1099, Form W2 and Compensation Reporting, Low-Income-Lifeline (LIL) Affordable Rate Program Recertifications, the Secretary of the State Annual Registry, and the State Controllers Annual Financial Report.

Employee All Hands

At the January All Hands meeting, the Administrative Services Manager provided information on Mid-Year Budget Adjustments and calendar year payroll items.

Employee Civil Services Manual Updates

The SPMUD Employee Civil Service Manual was updated to incorporate the new Reproductive Loss Leave provided under SB 848, incorporate Resolution 23-36 eliminating the retiree whole life insurance benefit and increasing the level of term life insurance coverage for current employees, and remove the requirement for active employees to enroll in Medicare per CalPERS Health Program requirements.

Recruitment

The Administrative Services staff has been assisting with the recruitment and onboarding process for two Maintenance Worker I positions. The new Maintenance Workers started with the District on Monday, January 22nd and Wednesday, January 24th.

December Monthly Investment Transactions per GC §53607

DEPOSITS, TRANSFERS, OR WITHDRAWALS

CalTRUST: None
CA CLASS: None
LAIF: None
Placer County: None
Five Star MM: None

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: February 1, 2024

Department Overview

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

1. Supervisory Control and Data Acquisition (SCADA) Replacement

- a. District staff met with the Carollo design team to review and confirm design criteria for various control panels throughout the District.
- b. The design team is moving forward with 60% plans.

2. Taylor Road Lift Station Damage Repair

- a. District staff sent the final invoice for reimbursement to the contractor who damaged the District's power pole, conduit, and wiring.

3. Theft of District Property

- a. In the early morning hours of January 14, 2024, someone(s) trespassed onto the District Corporation Yard property, broke into District vehicles, and stole three lateral cameras and various hand tools. The incident was reported to the Rocklin Police Department and the District is working with its security service provider to make adjustments to its security devices. The District is in the process of replacing the stolen cameras, which cost approximately \$10,000 each.

4. Sanitary Sewer Systems General Order

- a. Staff completed the required annual certified spill reporting for Category 4 Spills and Non-Category 1 Lateral Spills. This is a new requirement of the recently revised Sanitary Sewer Systems General Order (Water Quality Order No. 2022-0103-DWQ).

5. Recruitment

- a. The District welcomed two new maintenance workers to the SPMUD team. Evan Valente started work on January 22 and Kevin Serne started work on January 24.

6. Tree Removal

- a. Tree Pro Services, Inc. removed several large trees from two District easements during the last month.

7. Regulatory Updates and Professional Development

- a. The District Superintendent attended the following webinars during the month which are listed below.
 - i. California Air Resources Board (CARB) webinar on the Advanced Clean Fleet (ACF) Rule local government fleet requirements.

Reporting

This section provides the Board an overview of the Field Services Department operations and maintenance activities through 12/31/2023. The work listed is not all inclusive.

1. Lost Time Accidents/Injuries (OSHA 300)

- a. Zero (0)
 - i. 2679 days (7.3 years) without a Lost Time Accident/Injury

2. Safety/Training/Professional Development

- a. Field Services employees participated in training for the following:
 - i. Spill Response Training
 - ii. Spill Response Training (Standby Supervisors)
 - iii. Defensive Driving Series
 - iv. Cold Related Injuries
 - v. CPR/AED/First Aid
 - vi. Fall Protection

3. Customer Service Calls

- a. Response Time Goals over the Last 12 Months

	Goal	Average	Success Rate
During Business Hours	< 30 minutes	19 min	98%
During Non-Business Hours	< 60 minutes	46 min	

Service Calls - December

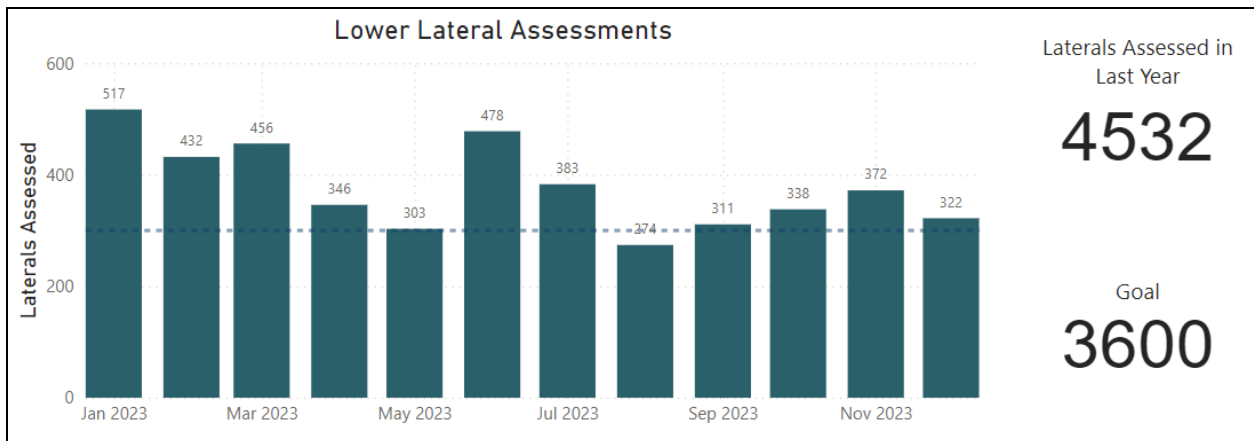
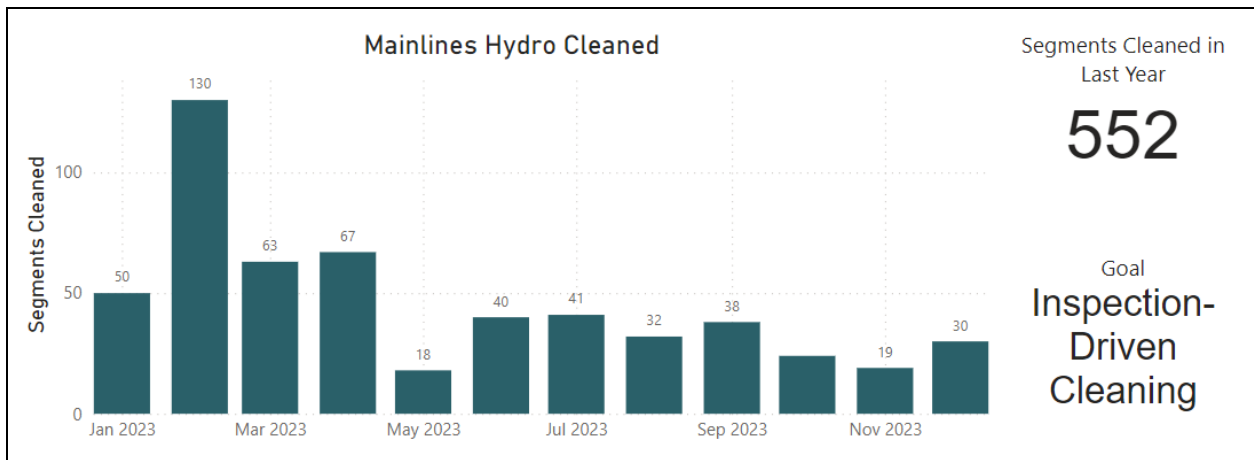
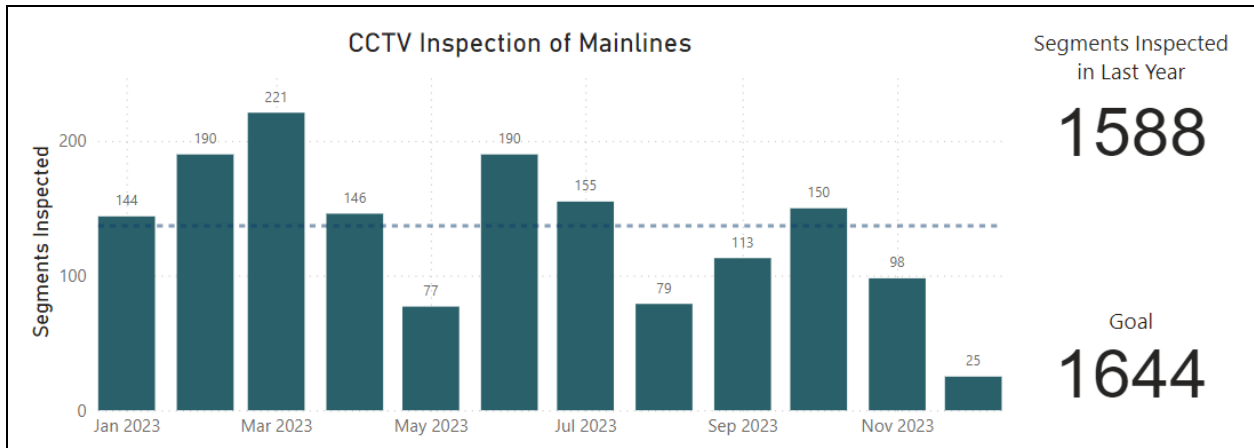
Responsibility	Spill	Stoppage	Odor	Alarm	PLSD	Vermin	Misc
SPMUD Responsibility	2	1		1			
Owner Responsibility		4			3		
N/A			1				
Total	2	5	1	1	3		

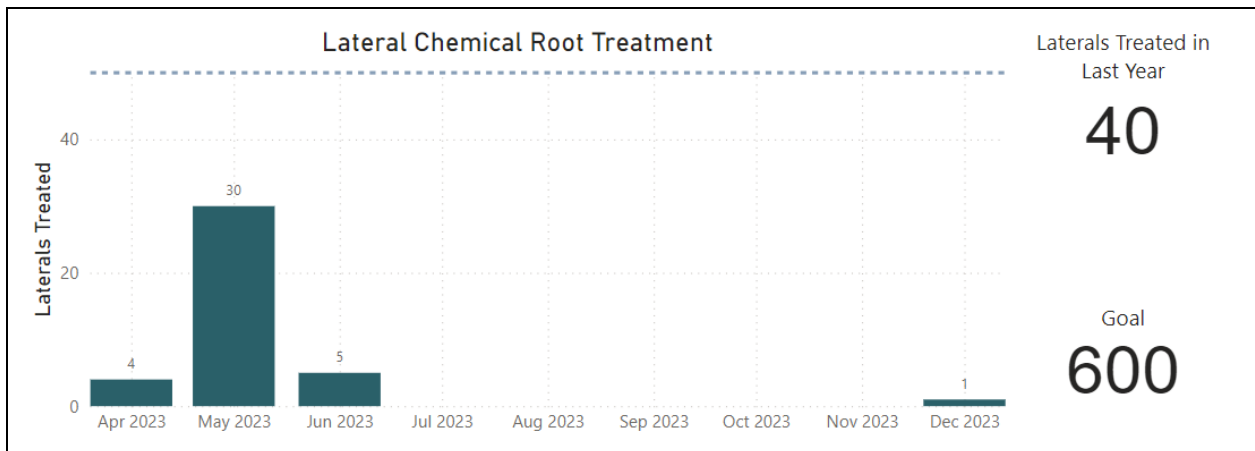
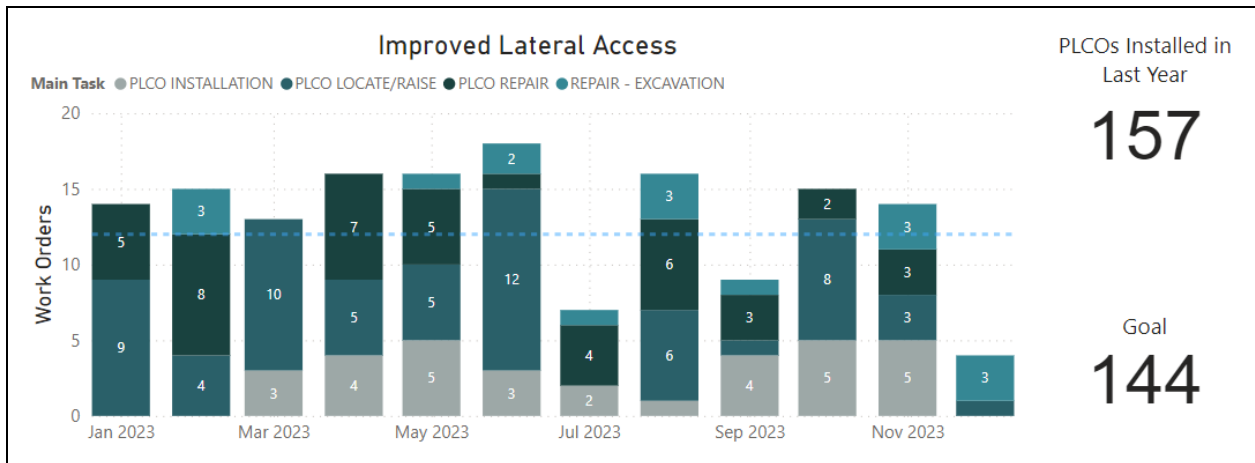
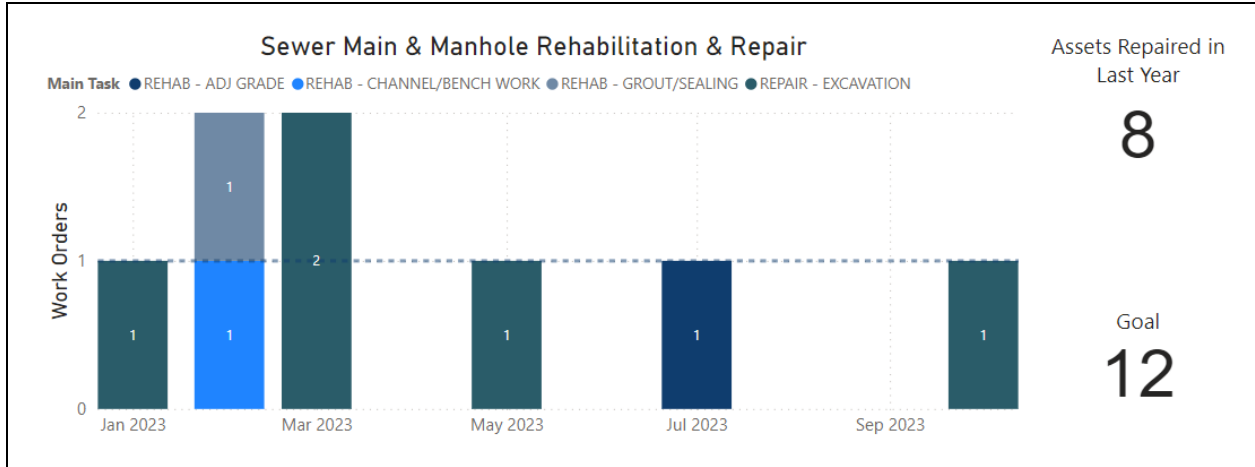
Total Service Calls

12

4. Production

- a. The information provided below shows the work performed in key areas of focus. It does not represent all the work completed in the department.







Item 7.2.3

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: February 1, 2024

TSD Updates:

- ❖ The EEC hosted the Holiday Team Building Event on December 19th.
- ❖ TSD staff participated in the EEC meeting on January 9th.
- ❖ The District Engineer participated in the SPWA EDU Study discussion on January 9th with Placer County, the City of Roseville, and the consultants.
- ❖ The GIS/IT Analyst completed the annual Lucity Training for the Administrative Services and Field Services Departments.
- ❖ Granite Terrace submitted payment for the outstanding fees of \$208,151.75 for staff time through December 31, 2023. The fees also included the costs for contract inspection services provided by NexGen Utility Management.
- ❖ The District is researching GIS-based software options for modeling and asset management purposes. Currently, the District uses Innovyze InfoSewer and InfoAsset Planner; however, Innovyze is transitioning to be solely AutoDesk (AutoCAD) based. Since the District's assets are populated in GIS, different software is required. The mid-year budget adjustments include funding for the new software.
- ❖ The third quarter commercial audit of FY2023/24 is in process.
- ❖ TSD staff is working on updates to the District's Standard Specifications and Improvement Standards for Sanitary Sewer to align with the Sewer Code updates and to Chapter 4 – Wastewater Pump Stations. The draft of the updated Wastewater Pump Station Standards is anticipated to be submitted in February 2024.

Northwest Rocklin Sewer Annexation Construction Project (formerly known as Atherton Trunk)

There is no update on the City's acquisition of easements, which is the last remaining item for project acceptance.

There are multiple development applications for projects upstream of the Northwest Rocklin Sewer Annexation Construction Project that propose to connect to the District's sewer system. The District has responded to the City of Rocklin that connections will be approved on a case-by-case basis pending acceptance of the Northwest Rocklin Sewer Annexation Project.

Sierra College Trunk and Lift Station Abandonment, Rocklin

TSD staff is coordinating access with property owners to complete a preliminary survey in February 2024. The site walk will include the project team, including the geotechnical and environmental consultants. There will be no test pits or ground disturbance during the site reconnaissance. WaterWorks anticipates completing the preliminary alignment alternatives in February.

Cameo Court Trunk and Lift Station Abandonment, Rocklin

WaterWorks Engineers completed the preliminary base mapping, Utility “A” letters, desktop geotechnical study, and right-of-way and easement research. WaterWorks is working with the City of Roseville to analyze their hydraulic model to determine downstream improvements required to accommodate the District connections. This analysis is anticipated to be completed in March of 2024.

PCWA / Newcastle Construction Cooperation Project

GHD, PCWA’s Engineering Consultant, is completing the final design for the project. The District Engineer and PCWA will be coordinating with property owners as the design is finalized.

Jack in the Box Sewer Replacement Project

Uborra Engineering and Planning has been retained for the design of this project. Staff anticipates receipt of preliminary design drawings.

Del Rio Court and Delmar Sewer Extension Project

Staff is finalizing the specifications and anticipates that the project will go to bid in early February with award in April of 2024.

Johnson Springview Park Creek Crossing, Rocklin

As previously included in last month’s TSD report, WaterWorks Engineers and their subconsultant, Helix Environmental Planning, completed preliminary biological and cultural resource field surveys and records searches for the project. The preliminary results indicate close proximity to sensitive tribal resources and that this segment of Antelope Creek is identified as an essential fish habitat for listed salmonids. In addition, the preliminary cost estimate for the project is significantly higher than anticipated due to the complexity of the design. Staff anticipates a meeting with the Infrastructure Advisory Committee in February to discuss the next steps with a presentation to the board in March.

Taylor Road Crossing, Newcastle

The preliminary design is complete, and potholing is scheduled for the end of January, pending weather. There are three high-pressure gas mains within Taylor Road that may affect the proposed alignment. Plans are anticipated to be submitted in early February.

Main Street, Newcastle

District staff met with Coastland on-site to review the existing sewer infrastructure located on private property behind the homes on Main Street. The preliminary design is anticipated to be complete at the end of February with potholing occurring shortly thereafter.

Newcastle Data Collection

The fieldwork is complete, and Burrell Consulting Group is now checking the field data. The results are anticipated in February, which is earlier than anticipated. These results will allow staff to update the model for the Newcastle area.

Farron Street Sewer Trunk Replacement

TSD staff is currently working on the contract documents to release for bidding.

Proposed Annexation of the Castle City Mobile Home Park in Newcastle

The District is working with Coleman Engineering to provide information for the funding application to the State of California.

Local Agency Formation Commission (LAFCO)

LAFCO posted the Request for Proposals for the District's Municipal Services Review and Sphere of Influence Study. However, LAFCO received no proposals to complete the study. Based on conversations with LAFCO, the RFP will be reissued again in a few weeks.

FOG Program

The District's FOG Inspector completed four core sample inspections of grease control devices (GCD) in December. The core sample inspections occurred at 6741 Stanford Ranch Road (Carl's Jr), 6691 Stanford Ranch Road (Jack in the Box), 7610 Five Star Boulevard (Kentucky Fried Chicken), and 6661 Stanford Ranch Road (GK Mongolian). All four core sample inspections were conducted on outdoor GCD's, and all were compliant. Additionally, three new establishments that went through the District's tenant improvement process from design to installation received a final inspection for their new GCD. All three establishments are in different areas within the District's boundaries. In Newcastle, a new chocolate manufacturer opened on Main Street called the Fruit and Chocolate Workshop and will be served by an indoor hydromechanical GCD. In Loomis, Paquita's Mexican Grill (formerly Lorenzo's) rehabilitated and updated the failing indoor plumbing to meet current standards and they also installed an outdoor hydromechanical GCD. Finally, in Rocklin on Sunset Boulevard, a new boba tea and BBQ restaurant called Crazy BBQ, is set to open soon with the addition of an outdoor hydromechanical GCD.

Industrial Pretreatment

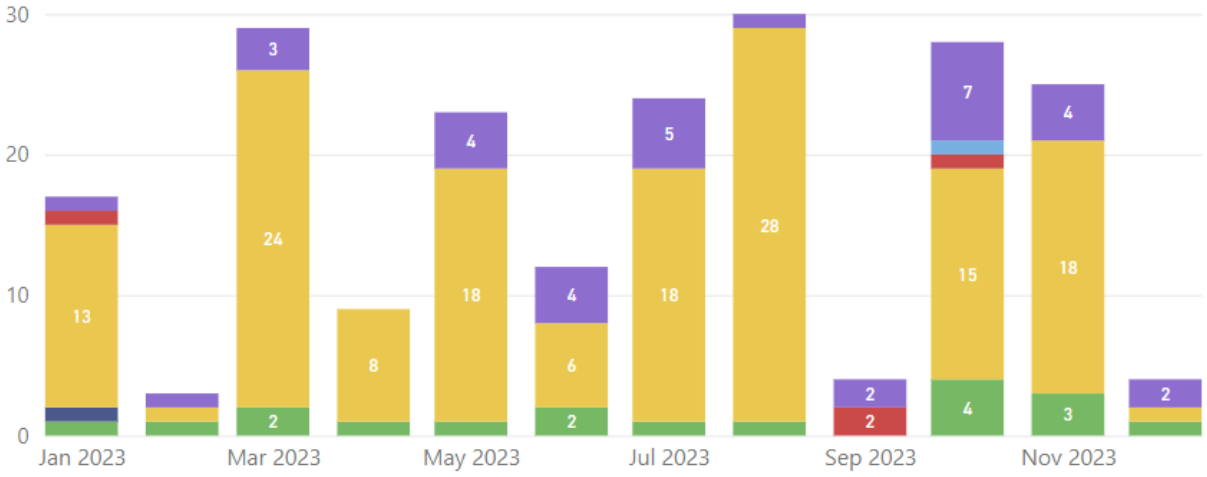
District staff continues to coordinate with the City of Roseville's Industrial Waste Department regarding the Industrial Pretreatment Program. The District received the draft Brewery Characterization Study and is preparing comments and recommendations. Additionally, staff is preparing the necessary reports to submit to the City of Roseville for their Annual Pretreatment Report.

Department Performance Indicators

The following charts depict the efforts and performance of the department in the following areas of work as of December 31, 2023. 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.

Sewer Permits - Completed - Monthly Totals

Permit Type: ● Accessory Dwelling Unit ... ● Commercial Tenant I... ● New Primary D... ● Other ● Outdoor Kitchen ● Repair

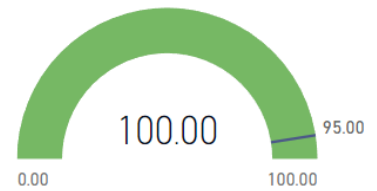


Plan Checks Completed - Monthly Totals

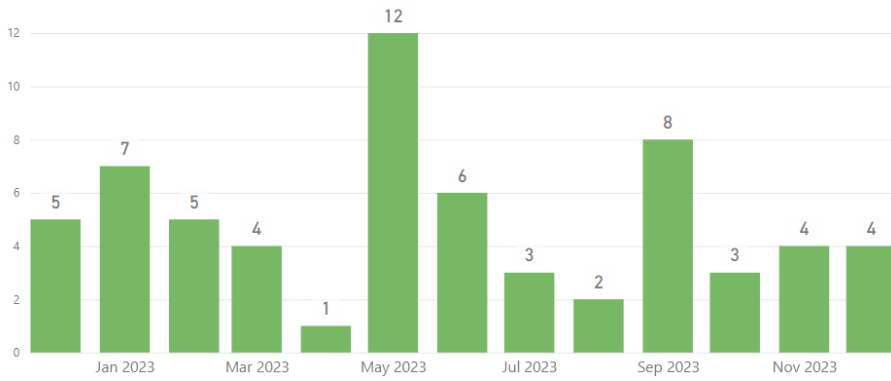
● Plan Checks ● Sign Plans



% "In Time" Plan Checks



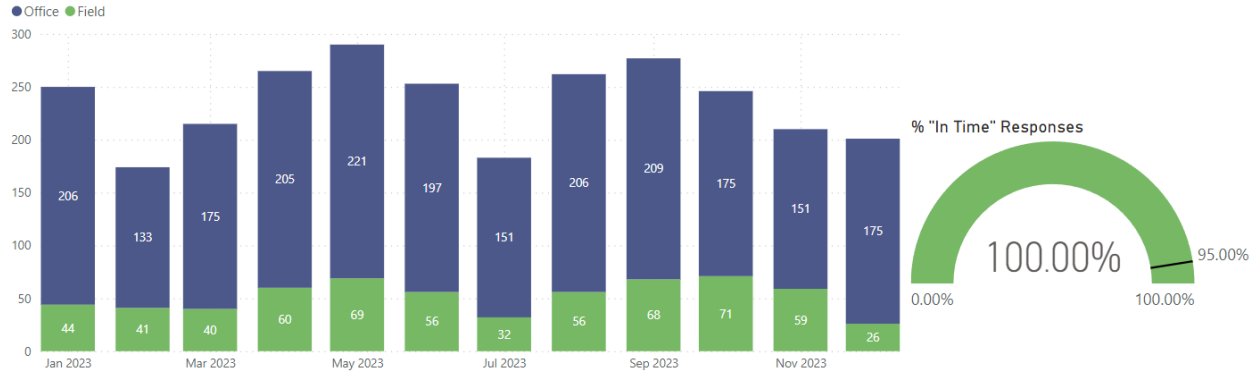
Tenant Improvement Reviews Completed - Monthly Totals



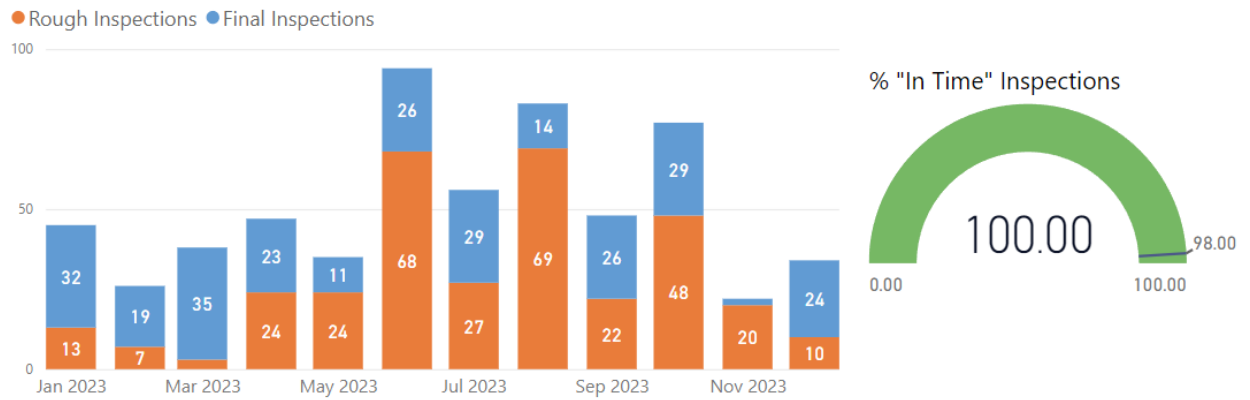
% "In Time" Tenant Improvements



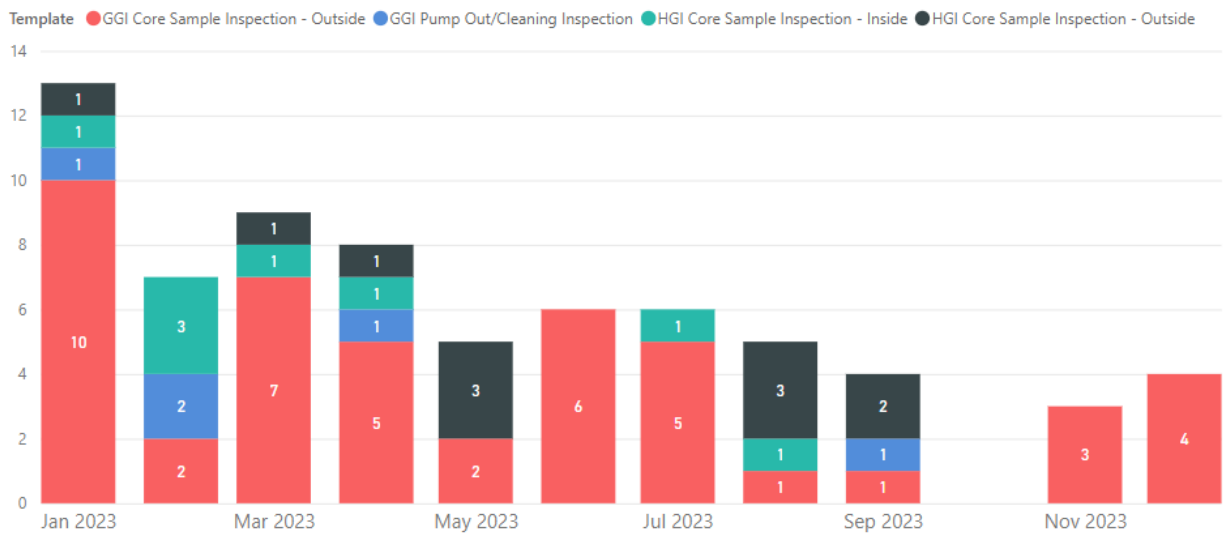
811 Responses



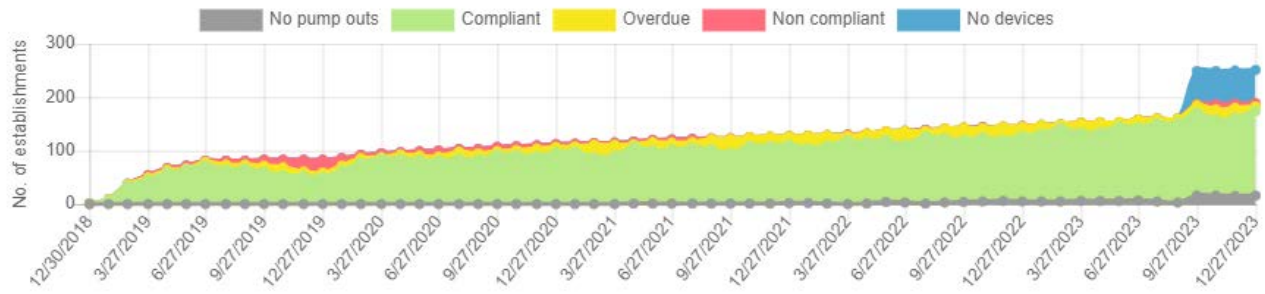
Building Sewer Inspections - Monthly Totals



Grease Interceptor Inspections



FOG Compliance History



SwiftComply updated the program to include facilities that do not have a grease control device. This blue area indicates food service establishments that either have no devices or have not been investigated or inspected yet.

FOG Pickups - Monthly Totals

