



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

**August 1, 2019**

SPMUD Board Room

5807 Springview Drive, Rocklin, CA 95677

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

**AGENDA**

**I. CALL MEETING TO ORDER**

**II. ROLL CALL OF DIRECTORS**

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

**III. PLEDGE OF ALLEGIANCE**

**IV. CONSENT ITEMS**

[pg 1 to 12]

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: (Voice vote)

*Motion to approve the consent items for the August 1, 2019 meeting*

1. MINUTES from the June 27, 2019 Regular Meeting [pg 3 to 5]
2. ACCOUNTS PAYABLE in the amount of \$1,993,849.78 through 07/24/19. [pg 6 to 11]
3. MONTHLY INVESTMENT REPORT in the total amount of \$56,900,424 through 07/24/19. [pg to 12 ]

**V. PUBLIC COMMENTS**

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

**VI. BOARD BUSINESS**

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

**1. RESOLUTION #19-15 EXECUTING AN ASSET PURCHASE AGREEMENT** [pg 13 to 39]  
Tranfers the SPMUD sewer collection facilities located within Del Oro High School to the Placer Union High School District (PUHSD) with the SPMUD obligation to maintain the assets for five years.

Action Requested: (Roll Call Vote)

Staff Recommends that the Board of Directors:

- 1. Approve Resolution #19-15 authorizing the General Manager to execute the Asset Purchase Agreement with PUHSD.**

**2. CLOVER VALLEY SEWER TRUNK ALIGNMENT** [pg 40 to 41]  
Staff will hold a workshop providing an update of the proposed replacement of the Lower Clover Valley Trunk Sewer located along Antelope Creek between Sunset Blvd. and Springview Drive.

No Action Requested: Informational Item

**Staff is seeking feedback from the Board on the alignment options of the Clover Valley Sewer Trunk.**

**3. SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN (SECAP) UPDATE** [pg 42 to 43]

Staff will hold a workshop providing an update of the SECAP report presenting preliminary cost information going over process considerations and milestones for development of the report.

Action Requested: Informational Item

**Staff is seeking feedback from the Board regarding the direction and preliminary outcomes.**

## **VII. REPORTS** [pg 44 to 54]

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

1. Legal Counsel (A. Brown)
2. General Manager (H. Niederberger)
  - 1) FSD, ASD & TSD Reports
  - 2) Informational items
3. Director's Comments: Directors may make brief announcements or brief reports on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda.

## **VIII. ADJOURNMENT**

If there is no other Board business the President will adjourn the meeting to its next regular meeting on **September 4, 2019 at 4:30 p.m.**

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

<b>Meeting</b>	<b>Location</b>	<b>Date</b>	<b>Time</b>
Regular	District Office	June 27, 2019	2:30 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 2:30 p.m.

**II. ROLL CALL OF DIRECTORS:**

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

Absent: None

Vacant: None

Staff: Joanna Belanger, Administrative Services Manager  
Adam Brown, Legal Counsel  
Herb Niederberger, General Manager  
Eric Nielsen, District Engineer  
Sam Rose, Superintendent

Others: Chad Stites, Field Supervisor  
Ryan Gonzalez-DelValle, Administrative Services Assistant

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

**IV. CONSENT ITEMS:**

1. MINUTES from June 6, 2019 Regular Meeting
2. ACCOUNTS PAYABLE in the amount of \$2,480,739.91 through 06/20/19
3. MONTHLY INVESTMENT REPORT in the amount of \$57,035,992 through 06/20/19
4. RESOLUTION #19-13 APPROVING SELECTED BALLOTS FOR SDRMA BOARD OF DIRECTORS
5. RESOLUTION #19-14 ESTABLISHING A FEE SCHEDULE FOR FISCAL YEAR 2019/20

GM Niederberger advised there was a revised set of minutes for the June 6, 2019 meeting. Director Dickinson asked to pull item #5 from the consent calendar for further discussion of the proposed fee schedule. Director Dickinson made a motion to approve items #1-#4 on the consent calendar; a second was made by Director Mitchell; a roll call vote was taken, the motion carried 5-0.

Director Dickinson directed several questions regarding the basis for the fees. GM Niederberger stated that the fee schedule is calculated with a time and motion study, indicating the amount of time spent on activities, a loaded labor rate for the individual completing these activities is then applied to determine the fee. Participation fees are indexed to the ENR index based upon San Francisco. Director Dickinson stated that he would like to see the actual calculations in the future. GM Niederberger stated that he would like to bring the item to the Fee & Finance Committee at a future meeting for their review, Director Dickinson agreed. Director Murdock asked if the time and motion study is reviewed on an annual basis, DE Nielsen explained that generally a task is reviewed as necessary, if there are variable processes that need to be reviewed more

frequently. Another question was asked regarding the PRPF fees for the Newcastle area. DE Nielsen stated that the PRPF is driven by a schedule which was adopted by the Board in 2013, and the fee increases each year.

President Williams asked a question regarding the Residential injector pump inspection fee. DE Nielsen explained the inspection review process and how a review is necessary to meet the District standards. He explained that pumps on private property needs to be reviewed, as the District is interested in what is discharged into the system.

Director Dickinson made a motion to approve consent item #5; a second was made by Director Murdock; a roll call was taken, and the motion carried 5-0.

#### **V. PUBLIC COMMENTS:**

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

#### **VI. BOARD BUSINESS**

##### **1. CONSIDERATION & APPROVAL OF RESOLUTION #19-15 ADOPTING THE FISCAL YEAR 2019/20 BUDGET AND PROPOSED SPENDING PLAN**

GM Niederberger introduced the Final Budget document for FY 19/20 and noted changes that were made to the Budget after the June 6, 2019 Budget Workshop discussions. Director Dickinson asked if he could ask about the Foothill Trunk project and extension of life the project will give to the pipe. GM Niederberger stated that the pipeline lifeline will be extended by an additional 70 years.

Director Dickinson asked if the Fee & Finance Committee could discuss the General Fund Reserve Policy at a future meeting to determine if sewer charges can be kept at current rates, and other uses that could be made such as the Unfunded Liability in Pensions through CalPERS. He also asked about District funds that SPWA manages on the Districts behalf and the District reviews the management of these funds. He also asked if the investments of the District could be reviewed and a simpler format might be better for reporting to the Board. GM Niederberger stated that the format was developed by the District contract accountant and believed to be as simplified as possible given that with the laddered investments with Wells Fargo, the interest isn't realized until certificates are brought to call, and are either reinvested or moved into a different investment vehicle.

Director Dickinson restated items he would like to review with the Fee & Finance Committee:

- Reserve Policy
- Investment terms
- SPWA debt service calculation
- A review of fund projections and whether programmed fee increases will be necessary

Director Dickinson made a motion to approve Resolution #19-15 with recommended corrections to the FY 2019/20 Budget; a second was made by Director Murdock, a roll call was taken, and the motion passed 5-0.

##### **2. SOUTH PLACER WASTEWATER AUTHORITY (SPWA) BOARD MEETING INFORMATIONAL REPORT-DIRECTOR JERRY MITCHELL**

Director Mitchell reported that he had attended the SPWA Board meeting that morning. He invited Director Dickinson to attend a future meeting if he is available. He reported that it can be difficult to understand the

total debt and options that might be available to the Board. The rate stabilization fund has over \$125M. SPMUD has \$57M in the fund. He said that he is very impressed with the staff of SPWA and particularly Ken Glotzbach from the plant and all that they are doing. The improvement projects for Pleasant Grove Treatment plant will cost over \$37M. The City is almost ready to get started with the expansion and energy recovery projects, and place it out for bidding in 2020. This item was informational; no action was taken.

## **VII. REPORTS:**

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

**2. General Manager (H. Niederberger):** GM Niederberger reported that he would be out of the office on vacation from 7/11/19 to 7/15/19. He also reported that ASM Belanger was retiring from the District and recruitment for the ASM position would begin right away.

**A. ASD, FSD & TSD Reports:** There were no additions to the managers' reports. Sam Rose reported that since the Lower Laterals were taken over, the amount of stoppages we have seen has significantly reduced.

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

**3. Directors Comments:** Director Mitchell reported he would be attending the CSDA/SDLF session in Napa at the beginning of July. Director Markey asked what may happen now that Loomis has not accepted the development agreement for the Villages. GM Niederberger stated that there may still be future projects that are allowed by the existing entitlements to be approved in the future. President Williams reported that he had attended the Rocklin Chamber Government Relations meeting. One of the take-aways from the meeting was that Power outages of prolonged nature could be extremely impactful to the District. GM Niederberger reported that the District does have generators and back up failure measures in place. No additional comments were made.

## **VIII. ADJOURNMENT**

The President adjourned the meeting at 3:32 p.m. to the next regular meeting to be held on August 1, 2019 at 4:30 p.m.



Joanna Belanger, Board Secretary



South Placer Municipal Utility District, CA

# Check Report

By Check Number

Date Range: 06/21/2019 - 07/24/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Bank-AP Bank</b>						
1240	Placer County Personnel	06/27/2019	Regular	0.00	3,195.44	11268
1019	Aqua Engineering Co., Inc.	06/27/2019	Regular	0.00	850.44	11269
1652	Cintas Corporation	06/27/2019	Regular	0.00	380.42	11270
1080	CWEA (Main)	06/27/2019	Regular	0.00	87.00	11271
1096	Downtown Ford Sales	06/27/2019	Regular	0.00	148,243.40	11272
1706	Express Sewer & Drain Inc.	06/27/2019	Regular	0.00	133,876.00	11273
1357	Infrastructure Technologies, LLC	06/27/2019	Regular	0.00	1,600.00	11274
1631	Instrument Technology Corporation	06/27/2019	Regular	0.00	1,703.68	11275
1475	Petersen & Mapes, LLP	06/27/2019	Regular	0.00	605.00	11276
1233	Placer County Environmental Health	06/27/2019	Regular	0.00	68,844.93	11277
1291	Special District Risk Management Authority (SDRN)	06/27/2019	Regular	0.00	218,512.77	11278
1306	Superior Equipment Repair	06/27/2019	Regular	0.00	1,146.24	11279
1325	Tyler Technologies, Inc.	06/27/2019	Regular	0.00	400.00	11280
1327	US Bank Corporate Payment	06/27/2019	Regular	0.00	14,272.44	11281
	**Void**	06/27/2019	Regular	0.00	0.00	11282
	**Void**	06/27/2019	Regular	0.00	0.00	11283
1663	Buckmaster Office Solutions	06/28/2019	Regular	0.00	68.15	11284
1044	Cal Pers	06/28/2019	Regular	0.00	29,913.00	11285
1652	Cintas Corporation	06/28/2019	Regular	0.00	395.43	11286
1509	Crystal Communications	06/28/2019	Regular	0.00	311.64	11287
1504	Donahue Schriber Realty Group	06/28/2019	Regular	0.00	196,983.96	11288
1591	Eric Orlando	06/28/2019	Regular	0.00	225.22	11289
1123	Gladding McBean	06/28/2019	Regular	0.00	189.62	11290
1675	Kodiak Union Roofing Services Inc.	06/28/2019	Regular	0.00	3,049.00	11291
1604	Mason Gray	06/28/2019	Regular	0.00	219.85	11292
1221	PG&E (Current Accounts)	06/28/2019	Regular	0.00	4,770.84	11293
1259	Rick J. Perry	06/28/2019	Regular	0.00	219.85	11294
1635	Taylor Morrison Services, Inc.	06/28/2019	Regular	0.00	17,788.98	11295
1635	Taylor Morrison Services, Inc.	06/28/2019	Regular	0.00	-17,788.98	11295
1489	Travelers Casualty and Surety Company of Americ	06/28/2019	Regular	0.00	9,081.05	11296
1363	Travis Wilson	06/28/2019	Regular	0.00	229.48	11297
1018	Andre Kalinyuk	07/05/2019	Regular	0.00	250.00	11298
1021	ARC	07/05/2019	Regular	0.00	107.27	11299
248	AT&T (916.663.1652) & (248.134.5438.608.80)	07/05/2019	Regular	0.00	199.56	11300
1713	Chad Johnson	07/05/2019	Regular	0.00	176.93	11301
1062	Chad Stites	07/05/2019	Regular	0.00	250.00	11302
1086	Dataprose	07/05/2019	Regular	0.00	1,705.77	11303
1087	Dawson Oil Co.	07/05/2019	Regular	0.00	2,700.15	11304
1480	Herb Niederberger	07/05/2019	Regular	0.00	735.96	11305
1712	James Hingst	07/05/2019	Regular	0.00	225.21	11306
1686	Jan Pro	07/05/2019	Regular	0.00	805.00	11307
1640	Joshua Pirhofer	07/05/2019	Regular	0.00	303.96	11308
1195	Mark Cervantes	07/05/2019	Regular	0.00	187.68	11309
1599	MUN CPA's	07/05/2019	Regular	0.00	6,000.00	11310
1683	Occumetric	07/05/2019	Regular	0.00	5,300.00	11311
1218	PCWA	07/05/2019	Regular	0.00	91.90	11312
1221	PG&E (Current Accounts)	07/05/2019	Regular	0.00	300.76	11313
1269	Rodney Pierce	07/05/2019	Regular	0.00	250.00	11314
1333	SPOK, Inc.	07/05/2019	Regular	0.00	26.39	11315
1685	Streamline	07/05/2019	Regular	0.00	400.00	11316
1306	Superior Equipment Repair	07/05/2019	Regular	0.00	1,020.26	11317
1307	Sutter Medical Foundation-Corporate	07/05/2019	Regular	0.00	202.00	11318
1325	Tyler Technologies, Inc.	07/05/2019	Regular	0.00	4,263.75	11319
1020	Aqua Sierra Controls, Inc.	07/11/2019	Regular	0.00	4,399.39	11321

Check Report

Date Range: 06/21/2019 - 07/24/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1020	Aqua Sierra Controls, Inc.	07/11/2019	Regular	0.00	428.90	11322
1021	ARC	07/11/2019	Regular	0.00	96.53	11323
1022	AT&T (9391035571) & (9391053973)	07/11/2019	Regular	0.00	303.67	11324
1652	Cintas Corporation	07/11/2019	Regular	0.00	388.42	11325
1068	City of Roseville	07/11/2019	Regular	0.00	397,962.18	11326
1707	Core Safety Group	07/11/2019	Regular	0.00	4,000.00	11327
1080	CWEA (Main)	07/11/2019	Regular	0.00	87.00	11328
1107	ESRI	07/11/2019	Regular	0.00	8,200.00	11329
1113	Ferguson Enterprises, Inc. 1423 (Main)	07/11/2019	Regular	0.00	1,178.14	11330
1666	Great America Financial Services	07/11/2019	Regular	0.00	452.99	11331
1139	Hill Rivkins Brown & Associates	07/11/2019	Regular	0.00	12,540.00	11332
1218	PCWA	07/11/2019	Regular	0.00	651.36	11333
1499	TechRoe.com LLC	07/11/2019	Regular	0.00	900.00	11334
1338	Verizon Wireless	07/11/2019	Regular	0.00	621.09	11335
1343	Water Works Engineers, LLC	07/11/2019	Regular	0.00	12,139.34	11336
1007	Advanced Integrated Pest	07/23/2019	Regular	0.00	106.00	11337
248	AT&T (916.663.1652) & (248.134.5438.608.80)	07/23/2019	Regular	0.00	9.34	11338
1715	Chris Vrame	07/23/2019	Regular	0.00	5,077.14	11339
1652	Cintas Corporation	07/23/2019	Regular	0.00	804.27	11340
1073	Consolidated Communications	07/23/2019	Regular	0.00	1,880.17	11341
1080	CWEA (Main)	07/23/2019	Regular	0.00	94.00	11342
1113	Ferguson Enterprises, Inc. 1423 (Main)	07/23/2019	Regular	0.00	3,551.52	11343
1564	Jensen Landscape Services, LLC	07/23/2019	Regular	0.00	861.00	11344
1714	Jerry Mitchell	07/23/2019	Regular	0.00	173.12	11345
1163	Joe Gonzalez Trucking, LLC.	07/23/2019	Regular	0.00	1,093.94	11346
1612	Loomis Basin Chamber of Commerce	07/23/2019	Regular	0.00	225.00	11347
1708	OHAGAN Consulting	07/23/2019	Regular	0.00	2,737.20	11348
1668	On Site Health & Safety	07/23/2019	Regular	0.00	1,056.00	11349
1218	PCWA	07/23/2019	Regular	0.00	2,288.22	11350
1473	Pitney Bowes Purchase Power	07/23/2019	Regular	0.00	360.22	11351
1244	Preferred Alliance Inc	07/23/2019	Regular	0.00	202.72	11352
1487	RJA Heating & Air, Inc.	07/23/2019	Regular	0.00	253.25	11353
1589	Sac Ice	07/23/2019	Regular	0.00	3,416.60	11354
1518	Sonitrol of Sacramento	07/23/2019	Regular	0.00	874.19	11355
1306	Superior Equipment Repair	07/23/2019	Regular	0.00	296.03	11356
1635	Taylor Morrison Services, Inc.	07/23/2019	Regular	0.00	157,152.89	11357
1325	Tyler Technologies, Inc.	07/23/2019	Regular	0.00	400.00	11358
1329	USA North 811 (Underground Service Alert)	07/23/2019	Regular	0.00	5,214.51	11359
1338	Verizon Wireless	07/23/2019	Regular	0.00	519.15	11360
1327	US Bank Corporate Payment	07/24/2019	Regular	0.00	12,705.38	11361
	**Void**	07/24/2019	Regular	0.00	0.00	11362
	**Void**	07/24/2019	Regular	0.00	0.00	11363
	**Void**	07/24/2019	Regular	0.00	0.00	11364
	**Void**	07/24/2019	Regular	0.00	0.00	11365
1668	On Site Health & Safety	07/24/2019	Regular	0.00	1,056.00	11366
1045	Cal Pers 457 Plan (EFT)	06/28/2019	Bank Draft	0.00	375.00	DFT0004503
1135	Mass Mutual (EFT)	06/28/2019	Bank Draft	0.00	6,966.00	DFT0004504
1135	Mass Mutual (EFT)	06/28/2019	Bank Draft	0.00	673.67	DFT0004505
1580	TASC	06/28/2019	Bank Draft	0.00	192.31	DFT0004506
1580	TASC	06/28/2019	Bank Draft	0.00	428.83	DFT0004507
1229	Pers (EFT)	06/28/2019	Bank Draft	0.00	147.25	DFT0004508
1229	Pers (EFT)	06/28/2019	Bank Draft	0.00	258.89	DFT0004509
1229	Pers (EFT)	06/28/2019	Bank Draft	0.00	395.26	DFT0004510
1229	Pers (EFT)	06/28/2019	Bank Draft	0.00	3,236.33	DFT0004511
1229	Pers (EFT)	06/28/2019	Bank Draft	0.00	4,940.28	DFT0004512
1229	Pers (EFT)	06/28/2019	Bank Draft	0.00	95.98	DFT0004513
1229	Pers (EFT)	06/28/2019	Bank Draft	0.00	121.91	DFT0004514
1229	Pers (EFT)	06/28/2019	Bank Draft	0.00	1,371.08	DFT0004515
1229	Pers (EFT)	06/28/2019	Bank Draft	0.00	1,741.66	DFT0004516
1229	Pers (EFT)	06/28/2019	Bank Draft	0.00	1,651.12	DFT0004517
1229	Pers (EFT)	06/28/2019	Bank Draft	0.00	1,807.51	DFT0004518

Check Report

Date Range: 06/21/2019 - 07/24/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1149	Internal Revenue Service	06/28/2019	Bank Draft	0.00	10,955.92	DFT0004519
1098	EDD (EFT)	06/28/2019	Bank Draft	0.00	3,113.43	DFT0004520
1098	EDD (EFT)	06/28/2019	Bank Draft	0.00	883.53	DFT0004521
1149	Internal Revenue Service	06/28/2019	Bank Draft	0.00	2,562.30	DFT0004522
1149	Internal Revenue Service	06/28/2019	Bank Draft	0.00	8,032.56	DFT0004523
1015	American Fidelity Assurance	06/26/2019	Bank Draft	0.00	1,127.08	DFT0004524
1229	Pers (EFT)	06/26/2019	Bank Draft	0.00	1,307.22	DFT0004525
1229	Pers (EFT)	06/26/2019	Bank Draft	0.00	1,307.22	DFT0004526
1229	Pers (EFT)	06/26/2019	Bank Draft	0.00	19,172.62	DFT0004527
1230	Pers (EFT)	06/26/2019	Bank Draft	0.00	8,959.04	DFT0004528
1230	Pers (EFT)	06/26/2019	Bank Draft	0.00	23,794.60	DFT0004529
1230	Pers (EFT)	06/26/2019	Bank Draft	0.00	8,697.32	DFT0004530
1230	Pers (EFT)	06/26/2019	Bank Draft	0.00	95.34	DFT0004531
1230	Pers (EFT)	06/26/2019	Bank Draft	0.00	2,312.00	DFT0004532
1230	Pers (EFT)	06/26/2019	Bank Draft	0.00	41.30	DFT0004533
1580	TASC	06/26/2019	Bank Draft	0.00	237.12	DFT0004534
1586	Principal Life Insurance Company	06/26/2019	Bank Draft	0.00	333.39	DFT0004535
1229	Pers (EFT)	06/28/2019	Bank Draft	0.00	5.36	DFT0004540
1229	Pers (EFT)	06/28/2019	Bank Draft	0.00	8.16	DFT0004541
1229	Pers (EFT)	06/28/2019	Bank Draft	0.00	66.84	DFT0004542
1229	Pers (EFT)	06/28/2019	Bank Draft	0.00	102.00	DFT0004543
1149	Internal Revenue Service	06/28/2019	Bank Draft	0.00	103.60	DFT0004544
1098	EDD (EFT)	06/28/2019	Bank Draft	0.00	50.72	DFT0004545
1098	EDD (EFT)	06/28/2019	Bank Draft	0.00	8.36	DFT0004546
1149	Internal Revenue Service	06/28/2019	Bank Draft	0.00	24.24	DFT0004547
1149	Internal Revenue Service	06/28/2019	Bank Draft	0.00	92.20	DFT0004548
1229	Pers (EFT)	06/28/2019	Bank Draft	0.00	0.57	DFT0004552
1229	Pers (EFT)	06/28/2019	Bank Draft	0.00	0.87	DFT0004553
1229	Pers (EFT)	06/28/2019	Bank Draft	0.00	7.13	DFT0004554
1229	Pers (EFT)	06/28/2019	Bank Draft	0.00	10.88	DFT0004555
1149	Internal Revenue Service	06/28/2019	Bank Draft	0.00	11.04	DFT0004556
1098	EDD (EFT)	06/28/2019	Bank Draft	0.00	5.41	DFT0004557
1098	EDD (EFT)	06/28/2019	Bank Draft	0.00	0.89	DFT0004558
1149	Internal Revenue Service	06/28/2019	Bank Draft	0.00	2.58	DFT0004559
1149	Internal Revenue Service	06/28/2019	Bank Draft	0.00	9.84	DFT0004560
1045	Cal Pers 457 Plan (EFT)	07/12/2019	Bank Draft	0.00	375.00	DFT0004562
1135	Mass Mutual (EFT)	07/12/2019	Bank Draft	0.00	7,052.00	DFT0004563
1135	Mass Mutual (EFT)	07/12/2019	Bank Draft	0.00	673.67	DFT0004564
1580	TASC	07/12/2019	Bank Draft	0.00	192.31	DFT0004565
1580	TASC	07/12/2019	Bank Draft	0.00	428.83	DFT0004566
1229	Pers (EFT)	07/12/2019	Bank Draft	0.00	147.25	DFT0004567
1229	Pers (EFT)	07/12/2019	Bank Draft	0.00	271.41	DFT0004568
1229	Pers (EFT)	07/12/2019	Bank Draft	0.00	414.28	DFT0004569
1229	Pers (EFT)	07/12/2019	Bank Draft	0.00	3,392.46	DFT0004570
1229	Pers (EFT)	07/12/2019	Bank Draft	0.00	5,178.61	DFT0004571
1229	Pers (EFT)	07/12/2019	Bank Draft	0.00	100.88	DFT0004572
1229	Pers (EFT)	07/12/2019	Bank Draft	0.00	128.14	DFT0004573
1229	Pers (EFT)	07/12/2019	Bank Draft	0.00	1,441.06	DFT0004574
1229	Pers (EFT)	07/12/2019	Bank Draft	0.00	1,830.55	DFT0004575
1229	Pers (EFT)	07/12/2019	Bank Draft	0.00	1,750.20	DFT0004576
1229	Pers (EFT)	07/12/2019	Bank Draft	0.00	1,915.98	DFT0004577
1149	Internal Revenue Service	07/12/2019	Bank Draft	0.00	12,043.82	DFT0004578
1098	EDD (EFT)	07/12/2019	Bank Draft	0.00	3,481.51	DFT0004579
1098	EDD (EFT)	07/12/2019	Bank Draft	0.00	936.29	DFT0004580
1149	Internal Revenue Service	07/12/2019	Bank Draft	0.00	2,816.68	DFT0004581
1149	Internal Revenue Service	07/12/2019	Bank Draft	0.00	8,764.27	DFT0004582
1229	Pers (EFT)	07/12/2019	Bank Draft	0.00	32.88	DFT0004590
1229	Pers (EFT)	07/12/2019	Bank Draft	0.00	411.32	DFT0004592
1229	Pers (EFT)	07/12/2019	Bank Draft	0.00	11.35	DFT0004594
1229	Pers (EFT)	07/12/2019	Bank Draft	0.00	162.22	DFT0004596
1229	Pers (EFT)	07/12/2019	Bank Draft	0.00	140.02	DFT0004597



Check Report

Date Range: 06/21/2019 - 07/24/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1229	Pers (EFT)	07/12/2019	Bank Draft	0.00	40.04	DFT0004598
1098	EDD (EFT)	07/12/2019	Bank Draft	0.00	-12.05	DFT0004600
1149	Internal Revenue Service	07/12/2019	Bank Draft	0.00	-23.36	DFT0004603
1229	Pers (EFT)	07/15/2019	Bank Draft	0.00	18,489.60	DFT0004604
1229	Pers (EFT)	07/15/2019	Bank Draft	0.00	18,489.60	DFT0004605
1229	Pers (EFT)	07/15/2019	Bank Draft	0.00	271,180.80	DFT0004606

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	131	92	0.00	1,529,423.25
Manual Checks	0	0	0.00	0.00
Voided Checks	0	7	0.00	-17,788.98
Bank Drafts	83	83	0.00	480,103.38
EFT's	0	0	0.00	0.00
	<b>214</b>	<b>182</b>	<b>0.00</b>	<b>1,991,737.65</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	131	92	0.00	1,529,423.25
Manual Checks	0	0	0.00	0.00
Voided Checks	0	7	0.00	-17,788.98
Bank Drafts	83	83	0.00	480,103.38
EFT's	0	0	0.00	0.00
	<b>214</b>	<b>182</b>	<b>0.00</b>	<b>1,991,737.65</b>

### Fund Summary

Fund	Name	Period	Amount
100	GENERAL FUND	6/2019	957,220.61
100	GENERAL FUND	7/2019	1,034,517.04
			<b>1,991,737.65</b>

Account Number	Name	Date	Type	Amount	Reference	Packet
106-0016637-01	Dougherty, Neill S	7/8/2019	Refund	\$ 2,112.13	Check #: 11320	UBPKT08200

**Total Refunds \$ 2,112.13**

**SPMUD BOARD INVESTMENT REPORT**  
**MEETING DATE: August 1, 2019**

INVESTMENT		TOTAL FUNDS	Fund 100	Fund 300	Fund 400
			General	CIP & Expansion	Capital Replacement & Rehabilitation
Allocation to Fund Type			22.10%	39.34%	38.56%
<b>CALTRUST</b>	<b>Annual Rate of Return</b>				
Balance at inception		\$ 19,000,000	\$ 4,199,789	\$ 7,474,188	\$ 7,326,023
Cumulative Income	5.47%	\$ 1,038,788	\$ 229,615	\$ 408,637	\$ 400,536
Cumulative Unrealized Gain/Loss	-0.69%	\$ (130,247)	\$ (28,790)	\$ (51,236)	\$ (50,221)
Cumulative Realized Gain/Loss	0.00%	\$ -	\$ -	\$ -	\$ -
<b>Cumulative Balance at beginning of month</b>		<b>\$ 19,908,541</b>	<b>\$ 4,400,614</b>	<b>\$ 7,831,588</b>	<b>\$ 7,676,339</b>
Current month income	0.19%	\$ 36,974	\$ 8,173	\$ 14,545	\$ 14,256
Current month Unrealized Gain/Loss	0.34%	\$ 66,776	\$ 14,760	\$ 26,268	\$ 25,748
Current month Realized Gain/Loss	0.00%	\$ -	\$ -	\$ -	\$ -
<b>TOTALS</b>		<b>\$ 20,012,291</b>	<b>\$ 4,423,547</b>	<b>\$ 7,872,401</b>	<b>\$ 7,716,343</b>
<b>WELLS FARGO - Fixed Income Securities</b>	<b>Actual Rate of Return</b>				
Balance at inception		\$ 18,000,000	\$ 3,978,747	\$ 7,080,810	\$ 6,940,443
Transfers		\$ 4,000,000	\$ 884,166	\$ 1,573,513	\$ 1,542,321
Cumulative Income	5.22%	\$ 940,286	\$ 207,842	\$ 369,888	\$ 362,556
Cumulative Unrealized Gain/Loss	-1.55%	\$ (279,097)	\$ (61,692)	\$ (109,791)	\$ (107,614)
Cumulative Realized Gain/Loss	0.00%	\$ -	\$ -	\$ -	\$ -
<b>Cumulative Balance at beginning of month</b>		<b>\$ 22,661,189</b>	<b>\$ 5,009,064</b>	<b>\$ 8,914,420</b>	<b>\$ 8,737,705</b>
Current month income	0.08%	\$ 17,995	\$ 3,978	\$ 7,079	\$ 6,939
Current month Unrealized Gain/Loss	0.29%	\$ 64,825	\$ 14,329	\$ 25,501	\$ 24,995
<b>Market Average/Yield to Worst</b>	<b>1.81%</b>				
<b>TOTALS</b>		<b>\$ 22,744,009</b>	<b>\$ 5,027,370</b>	<b>\$ 8,947,000</b>	<b>\$ 8,769,639</b>
<b>LAIF (Local Agency Investment Fund)</b>	<b>Annual Rate of Return</b>				
Balance		\$ 4,189,198	\$ 925,987	\$ 1,647,940	\$ 1,615,272
Quarterly Interest	2.57%	\$ 26,770	\$ 5,917	\$ 10,531	\$ 10,322
Withdrawal		\$ -	\$ -	\$ -	\$ -
<b>TOTALS</b>		<b>\$ 4,215,968</b>	<b>\$ 931,904</b>	<b>\$ 1,658,470</b>	<b>\$ 1,625,594</b>
<b>PLACER COUNTY TREASURY</b>	<b>Annual Rate of Return</b>				
Balance		\$ 5,259,474	\$ 1,162,562	\$ 2,068,963	\$ 2,027,949
May	2.12%	\$ 9,460	\$ 2,091	\$ 3,721	\$ 3,648
June	2.03%	\$ 8,798	\$ 1,945	\$ 3,461	\$ 3,392
<b>TOTALS</b>		<b>\$ 5,277,732</b>	<b>\$ 1,166,598</b>	<b>\$ 2,076,145</b>	<b>\$ 2,034,989</b>
<b>SUB-TOTALS</b>		<b>\$ 52,250,000</b>	<b>\$ 11,549,420</b>	<b>\$ 20,554,017</b>	<b>\$ 20,146,564</b>
<b>CHECKING ACCOUNT BALANCE</b>		<b>\$ 4,650,424</b>	<b>\$ 1,027,937</b>	<b>\$ 1,829,376</b>	<b>\$ 1,793,111</b>
<b>GRAND TOTALS</b>		<b>\$ 56,900,424</b>	<b>\$ 12,577,357</b>	<b>\$ 22,383,393</b>	<b>\$ 21,939,675</b>

Investments are in compliance with Policy# 3120 - Investment Policy, and have the ability to meet the next six months of cash flow requirements.

\*Please note information presented is current at print time, and may be delayed by approximately 30 days.

ITEM IV.3

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

**To:** Board of Directors

**From:** Eric Nielsen, District Engineer

**Cc:** Herb Niederberger, General Manager

**Subject:** Asset Purchase Agreement with Placer Union High School District for Del Oro High School Sewer Facilities

**Meeting Date:** August 1, 2019

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Placer Union High School District (PUHSD) plans to improve the Del Oro High School campus. One proposed building encroaches into the sewer easement on the campus. Staff from SPMUD and PUHSD worked together during the plan review process to develop a solution that meets SPMUD standards and PUHSD objectives for the project. SPMUD staff proposed to sell and assign, and PUHSD has agreed to purchase, the sewer infrastructure located on the Del Oro High School property (Del Oro Collection System). The Del Oro Collection System only serves Del Oro High School. This approach will bring Del Oro High School in line with the other schools in the SPMUD boundary such that the point of connection to the public sewer is located near the edge of the property and the sewer infrastructure located on the school property is owned and maintained by the school district. It allows PUHSD greater control and flexibility when implementing its plan improvements.

As part of the asset purchase agreement, SPMUD agrees to continue to maintain and repair the Del Oro Collection System for five years from the date of the agreement. The intent of the maintenance agreement is to provide a transition period for PUHSD to assume maintenance responsibilities and act as a warranty if issues arise in the Del Oro Collection System during that period.

**Recommendation**

Staff requests the Board's adopt Resolution 19-15 authorizing the General Manager to execute the attached asset purchase agreement with Placer Union High School District.

**Strategic Plan Goal**

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.1: Engage customers and stakeholders and promote public participation to determine expectations and deliver excellent customer service.

**Related District Ordinances and Policies**

This action relates to the following SPMUD Ordinances and Policies:

Ordinance 18-01: SPMUD Sewer Code

Policy 3370: Sewer System Management Plan (SSMP)

**Fiscal Impact**

The purchase price for the Del Oro Collection System is USD \$1.00. PUSHHD will continue to pay the service charge as defined by a separate agreement between PUHSD and SPMUD.

**Attachments:**

- Resolution 19-15 - Asset Purchase Agreement to Sell and Assign the Sewer Collection System on Del Oro High School to Placer Union High School District
- Asset Purchase Agreement between South Placer Municipal Utility District and Placer Union High School District

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**RESOLUTION NO. 19-15**

**ASSET PURCHASE AGREEMENT**

**TO SELL AND ASSIGN THE SEWER COLLECTION SYSTEM ON DEL ORO HIGH SCHOOL  
TO THE PLACER UNION HIGH SCHOOL DISTRICT**

WHEREAS, the South Placer Municipal Utility District (SPMUD) owns, operates, and maintains the public sewer collection system, including wastewater transmission mains, laterals, cleanouts and other sewer infrastructure presently located on the Del Oro High School property in Loomis (Del Oro Collection System), and

WHEREAS, the Placer Union High School District (PUHSD) owns the real property where Del Oro High School is located, and

WHEREAS, PUHSD desires to make improvements to Del Oro High School, including the construction of new buildings, that do not meet SPMUD requirements for access and separation, and

WHEREAS, PUHSD desires to purchase the sewer infrastructure located on the Del Oro High School property.

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

1. Authorize the General Manager to enter an agreement, subject to final review and approval by the District Legal Counsel, to sell the sewer assets identified in the attached agreement to the Placer Union High School District.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 1<sup>st</sup> day of August 2019.

Signed: \_\_\_\_\_  
James T. Williams, President of the Board of Directors

Attest: \_\_\_\_\_  
Joanna Belanger, Board Secretary

**ASSET PURCHASE AGREEMENT**

between

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

and

**PLACER UNION HIGH SCHOOL DISTRICT**

dated as of

July \_\_, 2019



## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as of July \_\_, 2019, is entered into between the South Placer Municipal Utility District, a Municipal Utility District organized and existing under California Public Utilities Code § 11501 *et seq.* (“**Seller**”) and the Placer Union High School District, a California public High School District (“**Buyer**”).

### RECITALS

WHEREAS, Seller owns and operates the public sewer collection system serving customers within its exterior boundaries, consisting of the Town of Loomis, City of Rocklin and unincorporated parts of Placer County, including wastewater transmission mains, laterals, cleanouts and other sewer infrastructure presently owned, operated and maintained by Seller and located on the Del Oro High School property in Loomis (the “Del Oro Collection System” or “DOCS”); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, the Del Oro Collection System lying within the real property owned by Buyer and where Del Oro High School is located, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this **Article I**:

“Agreement” has the meaning set forth in the preamble.

“Assignment and Assumption Agreement” has the meaning set forth in **Section 3.02(a)(ii)**.

“Assumed Liabilities” has the meaning set forth in **Section 2.03**.

“Bill of Sale” has the meaning set forth in **Section 3.02(a)(i)**.

“**Buyer**” has the meaning set forth in the preamble.

“**Del Oro Collection System**” means all facilities for collecting, pumping, transporting, and disposing of wastewater, including, but not limited to, transmission mains, laterals, cleanouts and other related sewer infrastructure presently owned, operated and maintained by Seller and located on the Del Oro High School property owned by Placer Union located in Loomis, California up to the point of connection (manhole N13-001) as depicted on Exhibit A to the Maintenance Agreement.

“**Maintenance Agreement**” means the agreement between SPMUD and Placer Union for the maintenance of the Del Oro Collection System following its sale and transfer from SPMUD to Placer Union.

“**Placer Union**” means the Placer Union High School District, its officers, employees, and agents, and/or the area within its legal boundaries.

“**SPMUD**” means the South Placer Municipal Utility District, its officers, employees, and agents, and/or the area within its legal boundaries.

## ARTICLE II PURCHASE AND SALE

**Section 2.01 Purchase and Sale of Assets.** Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title and interest in, to and under the following assets, properties and rights of Seller, to the extent that such assets, properties and rights exist as of the Closing Date and relate to the Del Oro Collection System such that following the sale and transfer, the Del Oro Collection System shall be a private sewer collection system wholly owned and operated by Buyer. Buyer is purchasing and accepting the Del Oro Collection System “as is”, without any warranties, express or implied, and without further obligation of Seller other than as expressly set forth in the Maintenance Agreement attached as Exhibit C hereto.

**Section 2.02 Excluded Assets.** Other than the Del Oro Collection System, Buyer expressly understands and agrees that it is not purchasing or acquiring, and Seller is not selling or assigning, any other assets or properties of Seller, and all such other assets and properties shall be excluded from the Purchased Assets (the “**Excluded Assets**”).

**Section 2.03 Assumed Liabilities.** Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge when due any and all liabilities and obligations arising out of or relating to the Del Oro Collection System on or after the Closing, including, but not limited to, all costs of repair, replacement, upgrading, regulatory compliance and all other responsibilities and obligations imposed by law associated with the ownership, operation and maintenance of a private sewer collection system.

**Section 2.04 Purchase Price.** The purchase price for the Del Oro Collection System shall be USD \$1.00, receipt of which is acknowledged by Seller, plus the assumption of the Assumed Liabilities.

**Section 2.05 Compliance with Seller's Rules and Regulations.** Upon Closing and the transfer of the Del Oro Collection System to Buyer, the Del Oro Collection System shall become a private collection system up to the point of connection to Seller's public system, and shall remain subject to all rules, regulations and ordinances of Seller as such may be amended from time to time as a condition of discharging into Seller's public collection system. Buyer understands and agrees to comply with such rules, regulations and ordinances of the Seller with respect to the operation and use of the Del Oro Collection System.

### ARTICLE III CLOSING

**Section 3.01 Closing.** Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at such time, date or place as Seller and Buyer may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the "**Closing Date**".

#### **Section 3.02 Closing Deliverables.**

- (a) At the Closing, Seller shall deliver to Buyer the following:
  - (i) a bill of sale in the form of **Exhibit A** hereto (the "**Bill of Sale**") and duly executed by Seller, transferring the tangible property and fixtures included in the Del Oro Collection System to Buyer;
  - (ii) an assignment and assumption agreement in the form of **Exhibit B** hereto (the "**Assignment and Assumption Agreement**") and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Del Oro Collection System and the Assumed Liabilities;
  - (iii) a maintenance agreement in the form of **Exhibit C** hereto (the "**Maintenance Agreement**"), and duly executed by Buyer, providing for the maintenance of the Del Oro Collection System for a period of five (5) years following the Closing Date;
  - (iv) a quitclaim deed in the form of **Exhibit D** hereto (the "**Quitclaim Deed**"), whereby Seller terminates its interest in any easements or property rights in the Del Oro Collection System, to be recorded in the office of the Placer County Recorder;
  - (v) a grant of sewer easement in the form of **Exhibit E** hereto (the "**Grant of Sewer Easement**");

(vi) a grant of sewer access easement in the form of **Exhibit F** hereto (the “**Grant of Sewer Access Easement**”); and

(vii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement.

(b) At the Closing, Buyer shall deliver to Seller the following:

(i) the Purchase Price;

(ii) the Bill of Sale duly executed by Buyer;

(iii) the Assignment and Assumption Agreement duly executed by Buyer;

(iv) the Maintenance Agreement duly executed by Buyer; and

(v) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Seller, as may be required to give effect to this Agreement.

Each of Exhibits A through D may be referred to herein collectively as the “Transaction Documents.”

**Section 3.03 Further Assurances.** Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

#### **ARTICLE IV CONDITIONS TO CLOSING**

**Section 4.01 Conditions to Obligations of All Parties.** The obligations of Buyer and Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or each party’s waiver, at or prior to the Closing, of each of the following conditions:

(a) Buyer and Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

(b) Buyer and Seller shall have delivered to each other duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in **Section 3.02(a)**.

## ARTICLE V MISCELLANEOUS

**Section 5.01 Expenses.** All costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

**Section 5.02 Indemnity.** Placer Union shall defend, indemnify and hold harmless SPMUD and its officers, employees and agents from and against any and all claims, demands, causes of action, damages, costs, expenses, losses and liabilities of every kind and nature whatsoever, and any and all actions, orders, fines and penalties imposed by any local, state or federal agency, resulting from negligent acts or omissions or willful misconduct of Placer Union, its officers, employees or agents in connection with its activities and performance under this Agreement. SPMUD shall defend, indemnify and hold harmless Placer Union and its officers, employees and agents from and against any and all claims, demands, causes of action, damages, costs, expenses, losses and liabilities of every kind and nature whatsoever, and any and all actions, orders, fines and penalties imposed by any local, state or federal agency, resulting from negligent acts or omissions or willful misconduct of SPMUD, its officers, employees or agents in connection with its activities and performance under this Agreement.

**Section 5.03 Assignment.** Neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

**Section 5.04 Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall, unless amended or modified by mutual consent of the parties, continue in full force and effect so long as enforcement of the remaining provisions would not be inequitable to the party against whom they are being enforced under the facts and circumstances then pertaining.

**Section 5.05 Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

**Section 5.06 Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the SPMUD, Placer Union, and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT      Dated: July \_\_, 2019

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

APPROVED AS TO FORM

ATTEST

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

\_\_\_\_\_  
Joanna Belanger, Secretary

PLACER UNION HIGH SCHOOL DISTRICT      Dated: July \_\_, 2019

\_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_

**Exhibit A**

**Bill of Sale**

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, South Placer Municipal Utility District, a California Municipal Utility District (“**Seller**”), does hereby grant, bargain, transfer, sell, assign, convey and deliver to the Placer Union High School District, a \_\_\_\_\_ (“**Buyer**”), all of its right, title and interest in and to the Del Oro Collection System, as such term is defined in the Asset Purchase Agreement, dated as of [DATE] (the “**Purchase Agreement**”), by and between Seller and Buyer, to have and to hold the same forever.

Buyer acknowledges that Seller makes no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement.

This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Bill of Sale delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

*[signature page follows]*

IN WITNESS WHEREOF, the parties have duly executed this Bill of Sale as of July \_\_, 2019.

SOUTH PLACER MUNICIPAL UTILITY  
DISTRICT

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

Name:

Title:

PLACER UNION HIGH SCHOOL  
DISTRICT

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

Name:

Title:



## EXHIBIT B

### Assignment and Assumption Agreement

This Assignment and Assumption Agreement (the “**Agreement**”), effective as of [DATE] (the “**Effective Date**”), is by and between South Placer Municipal Utility District, a California Municipal Utility District (“**Seller**”), and Placer Union High School District (“**Buyer**”).

WHEREAS, Seller and Buyer have entered into a certain Asset Purchase Agreement, dated as of [DATE] (the “**Purchase Agreement**”), pursuant to which, among other things, Seller has agreed to assign all of its right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement), and Buyer has agreed to assume the Assumed Liabilities (as defined in the Purchase Agreement) of Seller.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. Assignment and Assumption. Seller hereby sells, assigns, grants, conveys and transfers to Buyer all of Seller’s right, title and interest in and to the Del Oro Collection System. Buyer hereby accepts such assignment and assumes all of Seller’s duties and obligations under the Assumed Liabilities of Seller.
3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Del Oro Collection System and Assumed Liabilities are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

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

Name:

Title:

PLACER UNION HIGH SCHOOL DISTRICT

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

Name:

Title:

**EXHIBIT C**  
**Maintenance Agreement**

**AGREEMENT BETWEEN SOUTH PLACER MUNICIPAL UTILITY DISTRICT AND PLACER UNION HIGH SCHOOL DISTRICT FOR SEWER SYSTEM MAINTENANCE AT DEL ORO HIGH SCHOOL**

This Agreement Between the South Placer Municipal Utility District and Placer Union High School District for Sewer System Maintenance at Del Oro High School (the "Agreement") is made and entered into by and between the Placer Union High School District ("Placer Union") and South Placer Municipal Utility District ("SPMUD").

WHEREAS, pursuant to an Asset Purchase Agreement dated as of July \_\_, 2019, Placer Union acquired from SPMUD all wastewater transmission mains, laterals, cleanouts and other sewer infrastructure previously owned, operated and maintained by SPMUD and located on the Del Oro High School property in Loomis (the "Del Oro Collection System" or "DOCS"), as more particularly described in the Asset Purchase Agreement and depicted in the exhibits thereto; and

WHEREAS, as part of the consideration underlying the sale and transfer of the Del Oro Collection System to Placer Union, SPMUD has agreed to provide maintenance and repair services on the Del Oro Collection System following the sale and transfer to Placer Union, subject to the terms and conditions set forth herein;

**NOW THEREFORE**, for valuable consideration, receipt of which is hereby acknowledged, SPMUD and Placer Union hereby agree that SPMUD shall perform the below-described maintenance activities on the Del Oro Collection System, pursuant to the following terms and conditions:

1. SPMUD hereby agrees to perform CCTV inspection, sewer pipe cleaning service, leak repairs, blockage removal, root foaming and maintenance on the Del Oro Collection System, a diagram of which is attached hereto as Exhibit A and incorporated by reference herein (the "Services"). Said Services shall be performed by SPMUD at its own expense and at no charge to Placer Union during the term of this Agreement. After the expiration of this Agreement, SPMUD shall have no further obligation to provide the Services. Nothing herein shall require SPMUD to replace or upgrade any portion of the Del Oro Collection System.

2. It is expressly understood and agreed that the Del Oro Collection System is a private sewer system which is wholly owned by Placer Union. Following the expiration of this Agreement, SPMUD shall have no obligation whatsoever to maintain said facilities, and assumes no maintenance, operation, inspection, repair or ownership thereafter.

3. Nothing herein shall otherwise vary Placer Union's existing obligation to comply with all SPMUD ordinances, rules and regulations regarding wastewater discharge into the SPMUD system and payment therefor.

4. SPMUD makes no warranty, express or implied, regarding the performance of the Services herein, and undertakes no responsibility for and has no obligation to perform these Services following the expiration of this Agreement. Placer Union understands and agrees that

even after the Services have been performed, that root intrusion may result and blockages may occur that require further maintenance.

5. The term of this Agreement shall be for a period of five (5) years, terminating on July \_\_\_, 2024.

### **MISCELLANEOUS PROVISIONS**

- a. Time is of the Essence: Time is of the essence of this Agreement.
- b. Amendments/Supplemental Agreements: This Agreement contains all the known and reasonably foreseeable covenants and Agreements between the parties with respect to the subject matter herein; provided, however, that this Agreement may be amended by, and/or supplemental agreements entered into between, the parties as may be necessary to further carry forward the purposes and intents contained herein. Any such amendment or supplemental agreement shall be in writing and be approved by the SPMUD's Board of Directors and PLACER UNION's Board of Trustees.
- c. Assignment: Neither Party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.
- d. Severability: If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall, unless amended or modified by mutual consent of the Parties, continue in full force and effect so long as enforcement of the remaining provisions would not be inequitable to the Party against whom they are being enforced under the facts and circumstances then pertaining.
- e. Entire Agreement: This Agreement is freely and voluntarily entered into by the Parties after having the opportunity to consult with their respective attorneys. The Parties, in entering into this Agreement, do not rely on any inducements, promises, or representations made by each other, their representatives, or any other person, other than those inducements, promises, and representations contained in this Agreement. This Agreement represents the entire agreement of the Parties. Each individual executing this Agreement represents that he or she is duly authorized to enter its terms and conditions and to execute it on behalf of the Party represented.
- f. Interpretation of this Agreement. The Parties acknowledge that each Party has reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any Party in connection with the transactions contemplated by this Agreement.
- g. Waiver of Rights: Any waiver at any time by either Party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.
- h. Remedies Not Exclusive: The use by either Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the Party using such remedy of, or limit the application of, any other remedy provided by law.

i. Successors/Assigns: This Agreement shall be binding upon and shall inure to the benefit of the SPMUD, Placer Union and their respective successors and assigns.

j. Counterparts: This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE(S) AND YEAR(S) BELOW WRITTEN.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

Dated: July \_\_, 2019

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

ATTEST

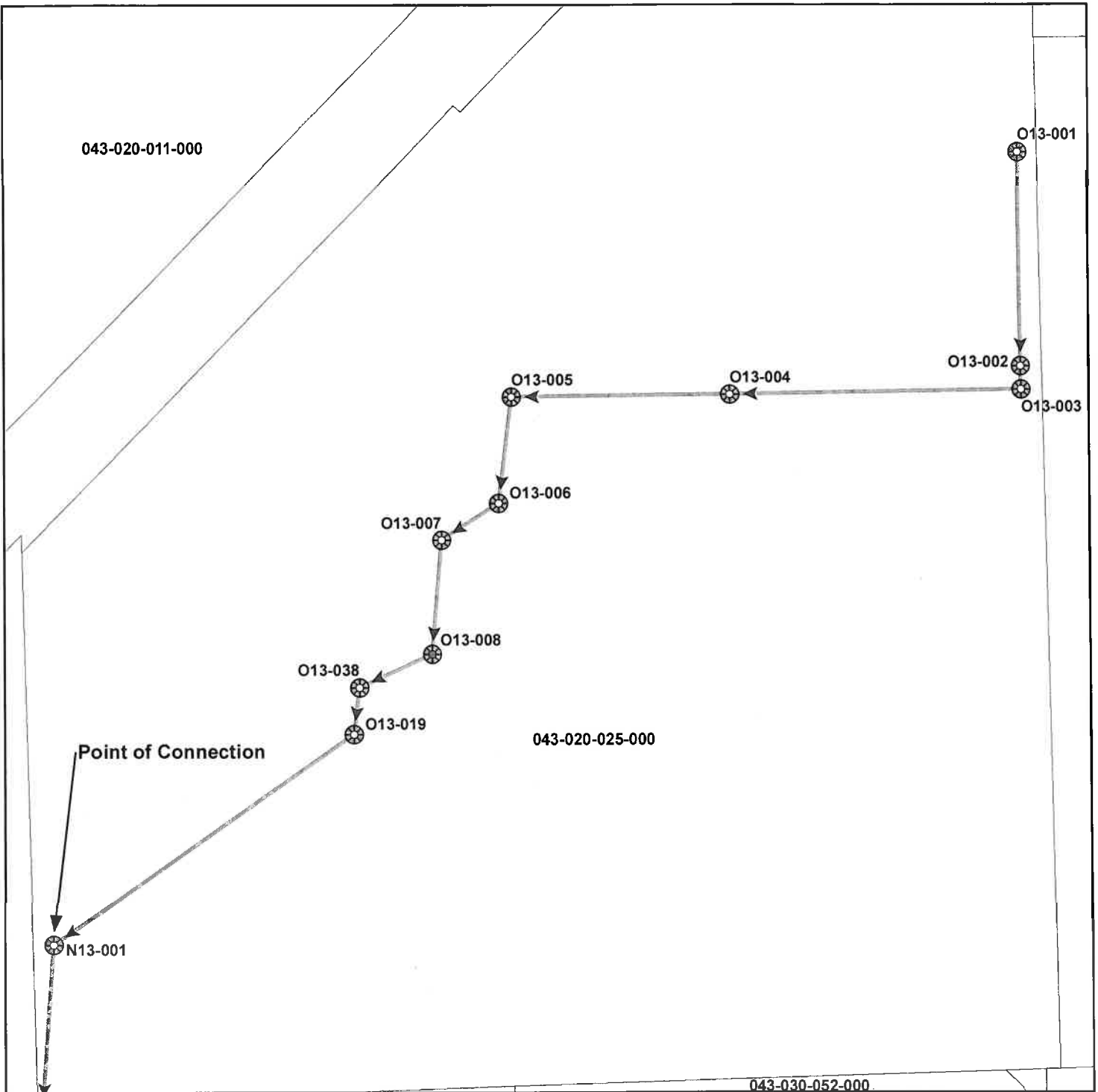
\_\_\_\_\_  
Joanna Belanger, Secretary

PLACER UNION HIGH SCHOOL DISTRICT

Dated: July \_\_, 2019

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
\_\_\_\_\_



0 75 150 Feet  
 1 in = 150 ft

# Exhibit A

## Del Oro High School

### Sewer Transfer

### 3301 Taylor Rd



Date: 5/30/2019

Author: Curtis Little

Document Path: G:\spmud\_gis\mxd\Curtis\Exhibit Maps\Del Oro Sewer Transfer\Exhibit A.mxd



**EXHIBIT D**  
**Quitclaim Deed**



Recording Requested By  
And Return To:

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

No Fee per Government  
Code § 6103 and 27383

---

APN:043-020-025-000

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX \$ none  
NA Computed on full value of property conveyed  
NA Value less remaining encumbrances  
           Unincorporated Area            City of             
APN             
Exempt from Documentary Transfer Tax pursuant to  
Revenue and Taxation Code Section 11922.

For valuable consideration, receipt of which is hereby acknowledged, the SOUTH PLACER MUNICIPAL UTILITY DISTRICT (the "DISTRICT"), does hereby quitclaim to the PLACER UNION HIGH SCHOOL DISTRICT, any interest or rights contained in an Easement Deed recorded in Vol.1107, Page 319 of the Official Records Placer County.

Dated: \_\_\_\_\_, 20\_\_

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

---

H. E. Niederberger, Jr. General Manager

**EXHIBIT E**  
**Grant of Sewer Easement**

Recording Requested By  
And Return To:

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

No Fee per Government  
Code § 6103 and 27383

---

APN:

GRANT OF SEWER EASEMENT

DOCUMENTARY TRANSFER TAX \$ none  
NA Computed on full value of property conveyed  
NA Value less remaining encumbrances  
         Unincorporated Area          City of           
APN           
Exempt from Documentary Transfer Tax pursuant to  
Revenue and Taxation Code Section 11922.

PLACER UNION HIGH SCHOOL DISTRICT, GRANTOR, does hereby GRANT to the SOUTH PLACER MUNICIPAL UTILITY DISTRICT (the "DISTRICT"), its successors and assigns, a perpetual right-of-way and easement to build, construct, reconstruct, add to, modify, alter, replace or enlarge and to operate and maintain gravity and/or pressure sewer pipelines, together with any and all fixtures, structures, devices and appurtenances appertaining thereto; together with the rights of ingress and egress; on, over, across and under all sewer easements located in the City of Rocklin, County of Placer, State of California, as described and shown in exhibits "A" and "B", attached hereto and incorporated by reference herein.

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, walls, fences, or trees shall be placed upon, over or under said parcel of land within the easement for the duration of this easement, except as shown on improvements plans approved by the District and except that said parcel may be improved and used for street, road or driveway purposes trail, path parking lot, non-vehicular public access, or shallow root landscaping purposes and for other utilities, insofar as such use does not interfere with the DISTRICT's use of and access to the easement for the purposes for which it is granted.
2. The DISTRICT shall not be liable for any damage to any of the GRANTOR(s) improvements placed upon said parcel due to the DISTRICT's operations using reasonable care.

3. Should any of the DISTRICT facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the GRANTOR(s) or its successors and assigns shall bear the full cost of such relocation or repair, unless changes in grade or other construction are done with the prior written consent of the DISTRICT.
4. The GRANTOR shall not allow any obstructions which may impede or interfere with the DISTRICTS use of or access to said easement.
5. The DISTRICT shall have the right, but not the obligation to cut, trim, remove trees, brush, and/or remove other unauthorized obstructions which may impede or interfere with the DISTRICTS use.
6. The DISTRICT accepts no responsibility for or liability to GRANTOR or any other party for any damages arising out of the installation, use, maintenance, ownership or operation of other utilities or any other improvements within DISTRICT's easement and right of way.
7. All provisions of this easement, including the benefits and burdens, run with the land and are binding upon and inure to the GRANTOR(s), the DISTRICT, and their heirs, assigns, successors, tenants and personal representatives.
8. Signator for GRANTOR(s) warrant that it has the legal authority to bind the party hereto and GRANTOR(s) warrant that it may legally grant the rights described herein.

Dated: \_\_\_\_\_, 20\_\_

(Grantor information/signatures here)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

Exhibit A

All that certain real property situated in the Town of Loomis, County of Placer, State of California, more particularly described as:

A strip of land 16.00-feet-wide lying 8-feet either side of a sewer line described as follows:

Beginning at a point, lying N 88° 42' 00" E, 11.00 feet from the southwest corner of a Parcel known as Del Oro High School, as described in deeds recorded in Vol. 749, Page 323 and Vol. 749, Page 307, Official Records, Placer County; thence from said Point of Beginning, N 00° 39' 57" E, 167.28 feet to a sewer manhole, thence N 00° 39' 57" E, 8- feet.

**EXHIBIT F**

**Grant of Sewer Access Easement**

Recording Requested By  
And Return To:

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

No Fee per Government  
Code § 6103 and 27383

---

APN:043-020-025-000

GRANT OF SEWER ACCESS EASEMENT

DOCUMENTARY TRANSFER TAX \$ none  
NA Computed on full value of property conveyed  
NA Value less remaining encumbrances  
           Unincorporated Area            City of             
           APN             
Exempt from Documentary Transfer Tax pursuant to  
Revenue and Taxation Code Section 11922.

PLACER UNION HIGH SCHOOL DISTRICT, GRANTOR, does hereby GRANT to the SOUTH PLACER MUNICIPAL UTILITY DISTRICT (the "DISTRICT"), its successors and assigns, complete access and a right-of-entry onto the property known as Del Oro High School, as described in Deeds recorded in Vol.749, Page 323 and Vol. 749, Page 307, of the Official Records Placer County, in order to access, inspect and maintain the DISTRICT owned sewer system. DISTRICT shall make every effort at all times to minimize interference with GRANTOR's use of the property and/or system. To the fullest extent possible, the DISTRICT shall use the established paved drives located on the property to access its sewer facilities.

Dated: \_\_\_\_\_, 20\_\_

Board of Trustees  
PLACER UNION HIGH SCHOOL DISTRICT

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Mr. Ron Oates, Board President

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

**To:** Board of Directors

**From:** Eric Nielsen, District Engineer

**Cc:** Herb Niederberger, General Manager

**Subject:** Workshop for Lower Clover Valley Sewer Trunk Replacement

**Meeting Date:** August 1, 2019

---

The results of the 2015 System Evaluation and Capacity Assurance Plan (SECAP) and the 2015 High Risk Facilities (HRF) Analysis indicated that SPMUD staff should investigate options and prepare for the replacement of the Lower Clover Valley Sewer Trunk. The Lower Clover Valley Sewer Trunk runs from Sunset Blvd to Springview Drive, through the open space adjacent to Antelope Creek. The 2015 SECAP showed the upstream development of Clover Valley and other areas trigger a need to increase the capacity of this sewer trunk. The 2015 HRF Analysis identified this sewer trunk as a facility with higher risk of failure due to its proximity to the creek, the pipe material type (asbestos cement pipe), and the age of the pipeline. These results did not require immediate action or replacement of the sewer trunk, but SPMUD elected to explore options for replacement in advance of events that would trigger the replacement.

SPMUD put out an RFP for engineering services to evaluate options for the eventual sewer trunk replacement. Water Works Engineers (WWE) was retained after the RFP evaluation process. The alternatives assessment process included;

- the identification of objectives, design criteria, and constraints;
- the investigation of geotechnical information, trenchless construction methods, environmental impacts, permitting requirements, and the need for easement acquisition; and
- the presentation of potential sewer trunk alignments with each alignments benefits, risks, and estimated construction costs.

The results the pre-design workshop will be presented to the Board as an informational item to receive any feedback before the preliminary design report is finalized.

**Recommendation**

Staff is seeking feedback from the Board on the alignment options for the Lower Clover Valley Sewer Trunk Replacement.

**Strategic Plan Goal**

This action is consistent with SPMUD Strategic Plan Goals:

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



**Related District Ordinances and Policies**

This action relates to the following SPMUD Ordinances and Policies:

Policy 3370: Sewer System Management Plan (SSMP)

**Fiscal Impact**

The replacement of the Lower Clover Valley Sewer Trunk is planned to be paid for with a combination of monies from Fund 400 (Rehabilitation/Replacement) and Fund 300 (SECAP) since the project will replace the existing pipeline and add additional capacity. The total cost of the project is estimated to range between \$2.5M and \$5.5M depending on the alignment chosen due to the length of pipeline and difficulty of construction.

**Attachments:**

- None

# SOUTH PLACER MUNICIPAL UTILITY DISTRICT

## STAFF REPORT

**To:** Board of Directors

**From:** Eric Nielsen, District Engineer

**Cc:** Herb Niederberger, General Manager

**Subject:** Workshop for 2020 System Evaluation and Capacity Assurance Plan (SECAP) Update

**Meeting Date:** August 1, 2019

---

Provision D.13.viii of the State Water Resources Control Board (SWRCB) Order No. 2006-0003-DWQ, the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (SSS WDR) specifies that SPMUD shall have a System Evaluation and Capacity Assurance Plan (SECAP). SPMUD's current SECAP was completed in 2015 and is scheduled to be reviewed, updated, and approved by the Board in 2020.

Information developed in the SECAP (e.g., projection of future EDUs, cost of needed construction projects) is used to establish the cost of participation fees through a nexus study as required in the Mitigation Fee Act. The SECAP also produces the projects that are incorporated into SPMUD's 5-year Capital Improvement Plan.

Staff will present the process being implemented to update the SECAP, the assumptions used during the evaluation, the scenarios investigated with the hydraulic model, the milestones reaching during analysis, and the preliminary results. Feedback from the Board will be incorporated into the final analysis and preparation of the 2020 SECAP.

### **Recommendation**

Staff is seeking feedback from the Board on the direction and preliminary outcomes of the 2020 SECAP Update.

### **Strategic Plan Goal**

This action is consistent with SPMUD Strategic Plan Goals:

- Goal 3.3: Develop and implement a Tactical Asset Management Program.
- Goal 4.1: Maintain compliance with pertinent regulations.
- Goal 4.2: Prevent and mitigate Sanitary Sewer Overflows (SSOs) using the most efficient and effective maintenance and operational methods and procedures.
- Goal 5.1: Maintain wastewater rates sufficient to meet financial needs, operational demands, regulatory requirements and customer expectations.

### **Related District Ordinances and Policies**

This action relates to the following SPMUD Ordinances and Policies:

ITEM VI.3

Policy 3370: Sewer System Management Plan (SSMP)

**Fiscal Impact**

There is no immediate fiscal impact from the information to be presented during the Board workshop. The results of the SECAP help determine the cost of the participation fees that are required for each future connection or change in density. These fees are the source of revenue for Fund 300 and fund the projects identified in the SECAP.

**Attachments:**

- None

## **ITEM VII.2 GENERAL MANAGER REPORT**

To: Board of Directors

From: Herb Niederberger, GM

Date: August 1, 2019

Subject: General Manager Monthly Staff Report – July 2019

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### **1) DEPARTMENT REPORTS**

Attached are the monthly status reports for the Boards information:

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

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

### **2) INFORMATION ITEMS**

Much of this month has been devoted to preparing for the retirement of the Administrative Services Manager, Joanna Belanger, whose last official day in the office was July 24, 2019.

- A. On July 1, 2019, the General Manager and the District Superintendent, Sam Rose, met with the District Consultant, Michael O'Hagan, to discuss the potential for disposal of the surplus land associated with the old Newcastle Sanitary District spray fields, adjacent to the Irish Lane Lift Station.
- B. On July 9, 2019, the General Manager attended a briefing along with District Engineer, Eric Nielsen and Associate Civil Engineer, Carie Huff, presented by Waterworks Consulting Engineers reviewing the potential alignments for the replacement of the Lower Clover Valley Trunk, located along Antelope Creek, between Rocklin Rd, and Springview Drive. A workshop presenting these alignments will be conducted with the Board of Directors during the August meeting of the Board.
- C. The General Manager was out of the office from July 11, 2019 to July 15, 2019.
- D. On July 17, 2019, the General Manager met with Director Mitchell to review items from his recent Special District Leadership Academy training.
- E. On July 18, 2019, the General Manager met with District Legal Counsel to discuss: 1) Lucille's BBQ pending Notice of Violation 2) the potential for an on-call contract with Joanna Belanger post retirement. The General Manager was advised of the 6-month prohibition on retired annuitant contacts. 3) Compliance with the latest Website transparency requirements; and 4) the Administrative Services Manager recruitment.

F. Advisory Committee Meetings:

There were no advisory committee meetings in June.

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

None for June

4) **LONG RANGE AGENDA**

**September 2019**

Strategic Plan Annual Report

Disposal of Assets Workshop

Bi-Annual Conflict of Interest Review

**October 2019**

Job Specification for Regulatory Compliance Officer

Safety Program Audit Update

**December 2019**

Final Audit and Consolidated Annual Financial Report (CAFR)

Participation Fee Report for Fiscal Year 2018/19

General Manager's Performance Evaluation

**January 2020**

Selection of Officers and Appointments to Advisory Committees

Approval of final SECAP Report

Approval of Participation Fee Nexus Study

**To:** Board of Directors  
**From:** Sam Rose, Superintendent  
**Cc:** Herb Niederberger, General Manager  
**Subject:** Field Services Department Monthly Report  
**Meeting Date:** August 1, 2019

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## Overview

This report provides the Board with an overview of Field Services operations and maintenance activities through 06/30/2019. The work listed is not all inclusive.

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

- a. Zero (0)
  - i. 1033 days without a Lost Time Accident/Injury.

### 2. Safety/Training/Professional Development

- a. All Field employees participated in:
  - i. Four (4) "Tailgate" safety sessions.
  - ii. Reasonable Suspicion Training - Supervisors
  - iii. Traffic Control Safety

### 3. Miscellaneous

- a. One Field Services employee is currently off due to surgery
  - i. It is anticipated recovery time will be 1 (more) month
- b. One employee is scheduled for eight-weeks FMLA leave starting April 29.

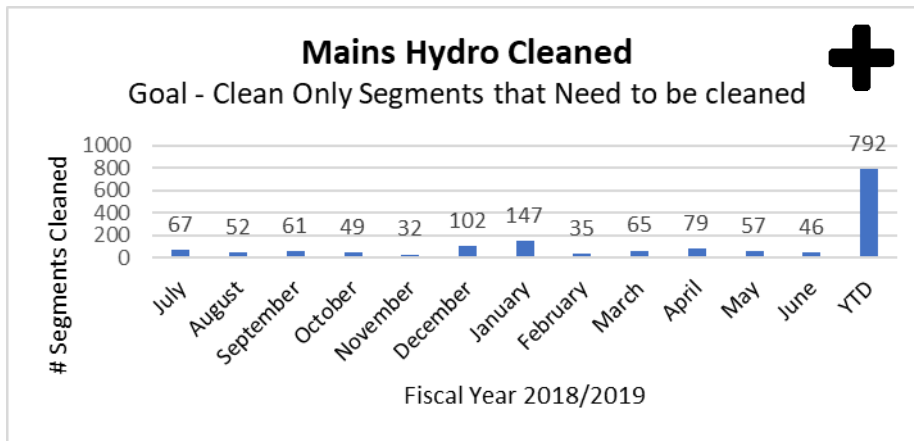
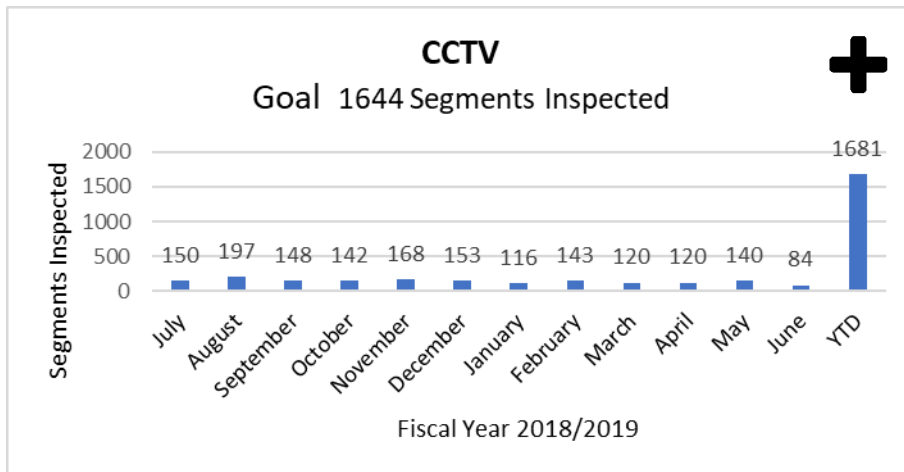
### 4. Customer Service Calls

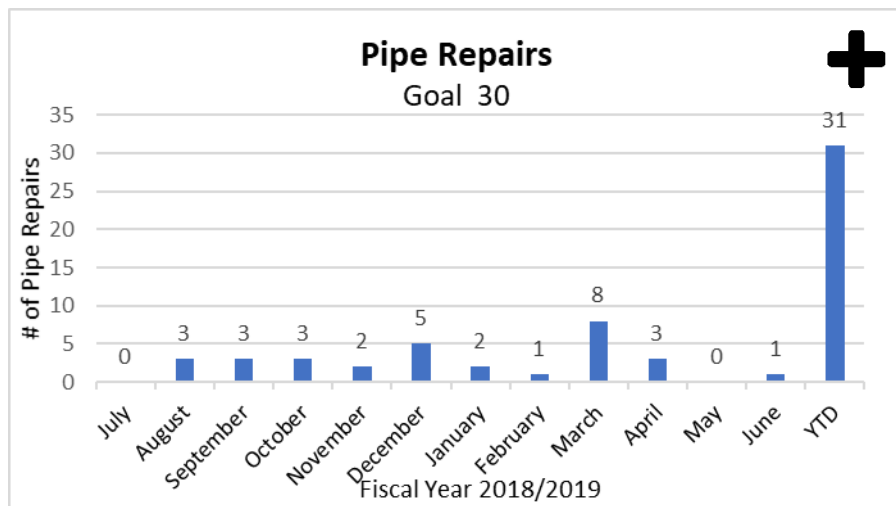
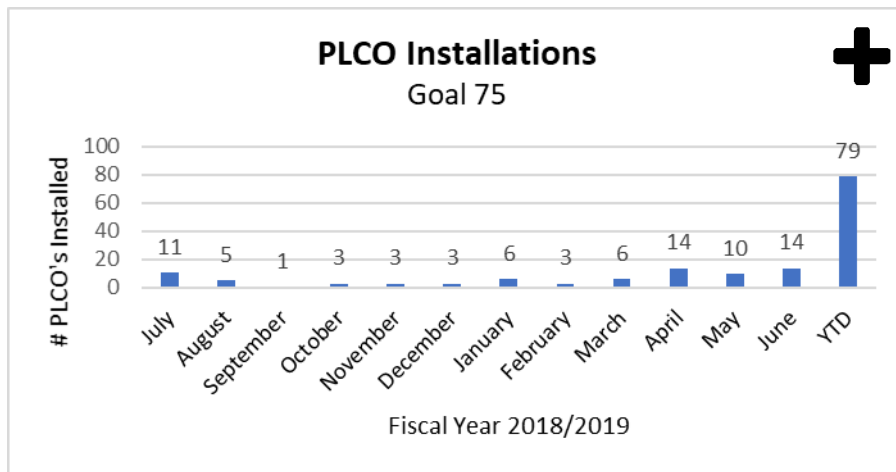
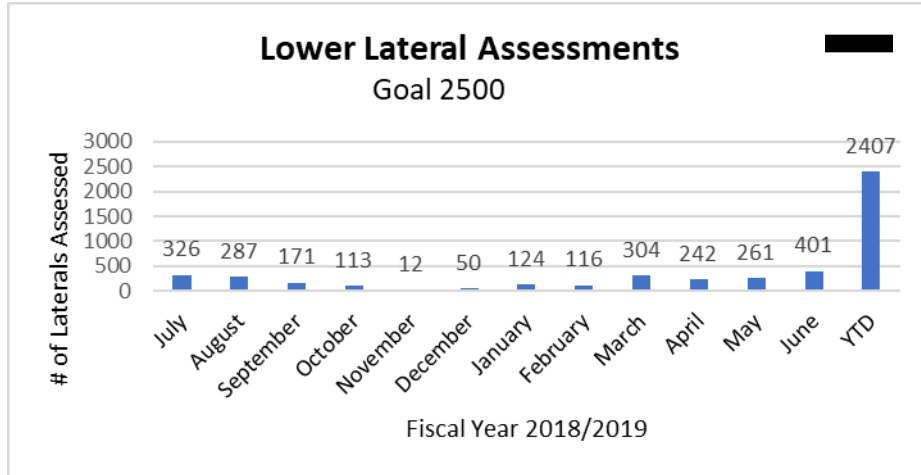
- a. Response Time Goals
  - i. 30 Minutes During Business Hours;
    - A. Average: 21 Minutes
  - ii. 60 Minutes During Non-Business Hours
    - A. Average: 45 Minutes
  - iii. 95% Success Rate
    - A. Success Rate for June - 89%

Service Calls						
Responsibility	SSO	Blockage	Lift Station	Odor	Misc	Total Calls
SPMUD	0	0	2	1	2	5
Owner	1	10		3	3	17
Other				0	0	0
						<b>22</b>

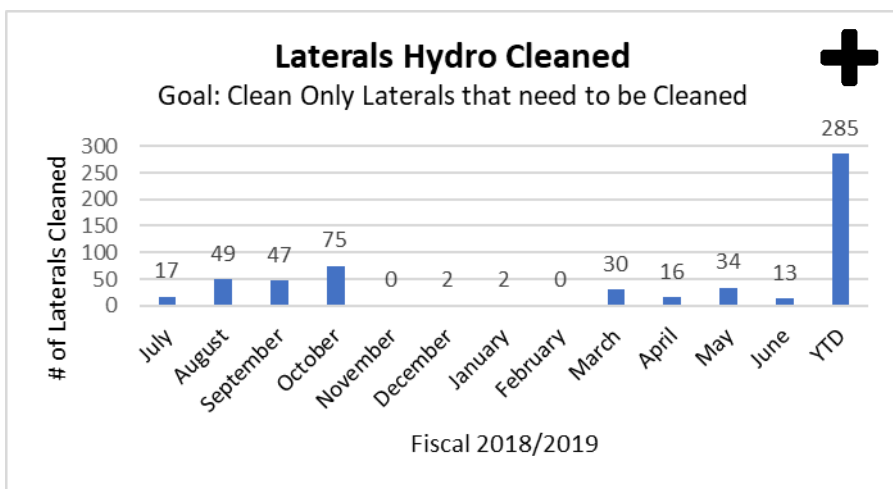
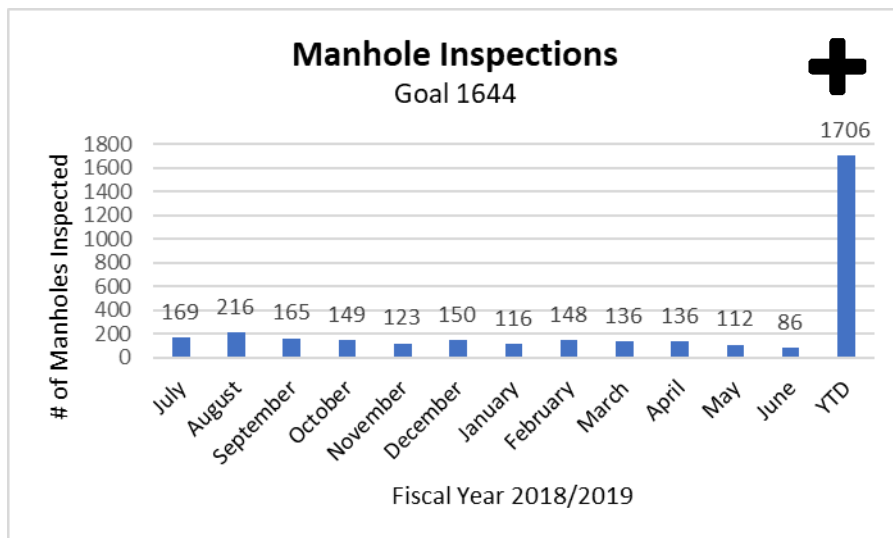
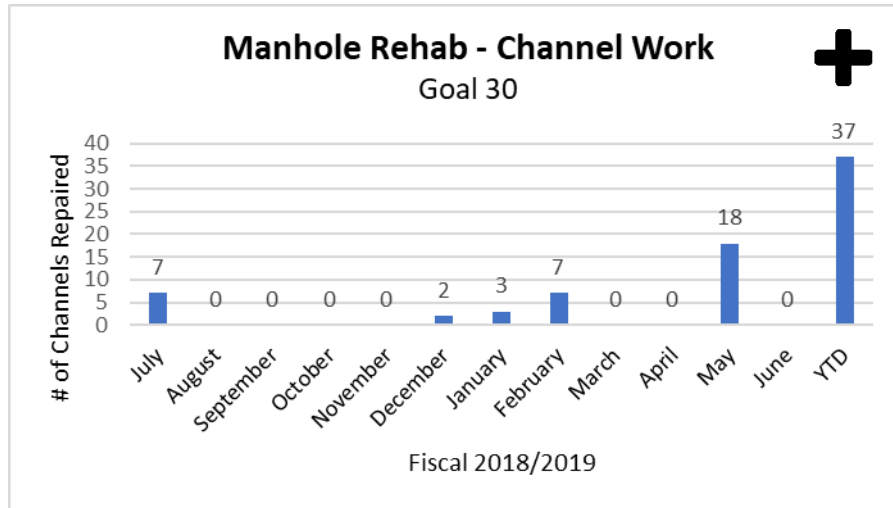
**5. Production**

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









ITEM VII. ASD REPORT

To: Board of Directors

From: Joanna Belanger, Administrative Services Manager

cc: Herb Niederberger, General Manager

Subject: Administrative Services Department Monthly Report

Board Mtg. Date: August 1, 2019

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**FY 18/19 Audit Preliminary work**

The District Auditor visited the week of June 24, 2019 and completed preliminary work for the FY 18/19 Audit. The Districts Accountant spent time working with the Administrative Services Manager to complete year end entries and review fund accounts the week of July 15, 2019. The Auditor is scheduled to return to the District for final review the week of September 2<sup>nd</sup>.

**Laserfiche Records Management Software**

The first set of files and folders have been sent to Laserfiche for scanning. These scanned files include Resolutions, Ordinances and Participation information dating back to the late 1950's. They will be inputted into the software once it is loaded to the new District server in August.

**Staff Training**

Administrative staff continue to train the newest member of the Administrative Services team, Ryan Gonzalez Delvalle. Ryan recently worked for Sacramento County in their Risk Management department, and also served in the United States Air Force for over six years.

**Recruitment**

The District is currently recruiting for the position of Administrative Services Manager, Ms. Belanger is retiring and will be leaving the District on July 24, 2019. Interviews for the position will be held the week of July 29<sup>th</sup>. In the interim the Districts Accountant and ASD staff will assist with the transition.

**Commercial & Residential Account Review**

Administrative Services continue to audit both Residential and Commercial Accounts within the District with the assistance of Inspection services in TSD. Notifications and updated bills continue to be sent upon review with any necessary adjustments per Policy 3160 – Utility Billing Reconciliation & Payment Policy.

ITEM VII. TSD REPORT

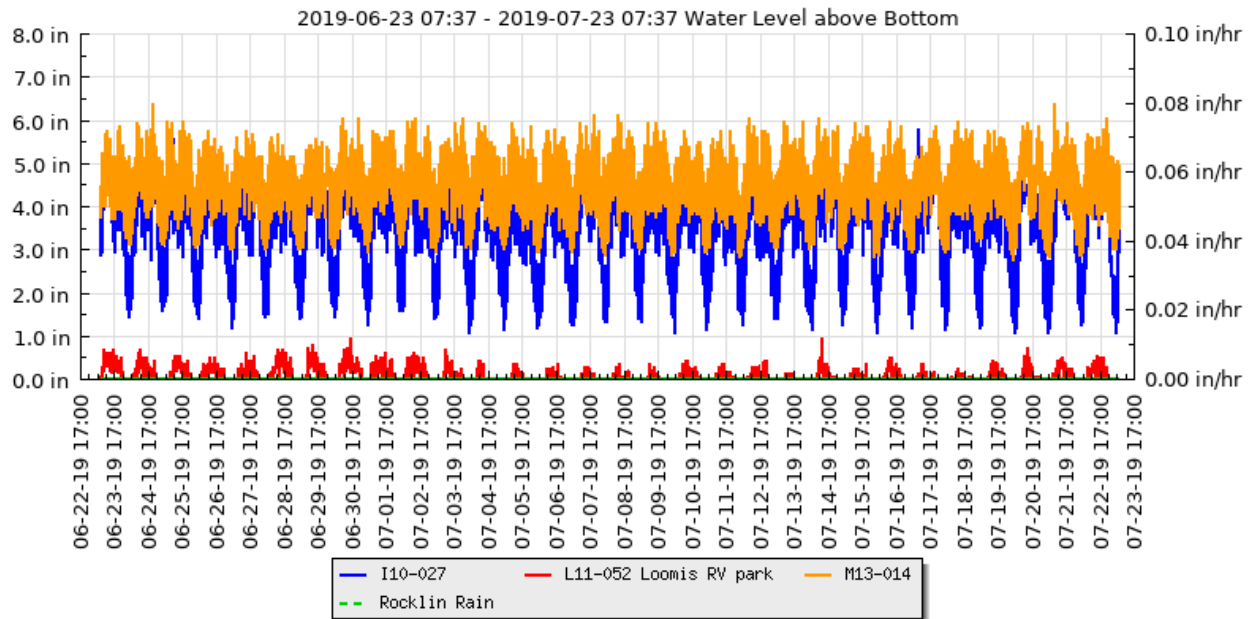
To: Board of Directors  
From: Eric Nielsen, District Engineer  
Cc: Herb Niederberger, General Manager  
Subject: Technical Services Department Monthly Report  
Board Date: August 2, 2019

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**Foothill Trunk Sewer Replacement Project**

This District awaits the issuance of the 404 permit for the project. The Memorandum of Agreement between the State Historic Preservation Office (SHPO), the United Auburn Indian Community (UAIC), and SPMUD has been signed by SHPO and SPMUD. Once the MOA is executed, the United States Army Corps of Engineers (USACE) will be making its permit decision by early August.

Staff from the Field Services Department (FSD) and the Technical Services Department (TSD) have been actively operating the collection system to manage flows through the Lower Loomis and Foothill trunk sewers until the Foothill Trunk is constructed. The capacity of the above-mentioned trunk sewers is continuously monitored with ultrasonic level sensors and notifications are automatically sent if advisory or alarm levels are reached. The image below shows the water levels in three trunk lines and the recent rainfall. Flows are returning to average dry weather diurnal patterns as the frequency and intensity of rain events are lessening (see figure below).



### **System Evaluation and Capacity Assurance Plan (SECAP)**

Staff will be presenting information to the Board during the August 1<sup>st</sup> Board meeting about development of the SECAP. The presentation will include information about the objectives of the SECAP, the process for meeting those objects, the types of information gathered, and a preliminary look at the results produced during these efforts.

Staff continues to provide information prepared during SECAP efforts to the South Placer Wastewater Authority (SPWA) in support of its effort to update the SPWA System Evaluation.

### **Del Oro High School Asset Purchase Agreement**

Placer Union High School District (PUHSD) has plans to improve the Del Oro High School campus. One proposed building encroaches into the sewer easements on the campus. Staff from SPMUD and PUHSD worked together during the plan review process to develop a solution that meets SPMUD standards and PUHSD objectives for the project.

SPMUD staff and legal counsel prepared a draft agreement to transfer the sewer assets on the high school campus to PUHSD and abandon the onsite sewer easements. The draft agreement was reviewed by PUHSD in June. Staff is presenting the final agreement to the SPMUD Board during the August 1<sup>st</sup> Board meeting. The PUHSD Board will consider authorization of the agreement during their August 6<sup>th</sup> board meeting.

### **Server Replacement**

The District's server equipment is now five years old and though it is performing well, it has been recommended that the District begin planning for and start replacing server equipment to limit risk of failure and downtime. The District intends to use this opportunity to improve the functionality and reliability of the software and database tools it relies upon to effectively serve our customers.

The equipment was delivered to the District and installed on July 25<sup>th</sup>. The equipment will be tested, and files/programs will be migrated to the new server over the next couple of weeks. The process will occur without any impact to the planned workflow of District staff.

### **FOG (Fats, Oils, and Grease) Program**

A Notice of Violation (NOV) was issued to Studio Movie Grill as a result a sanitary sewer overflow (SSO) from their private sewer lateral. District staff is working with Studio Movie Grill to address the issues contributing to the conditions that caused the SSO and are in violation of the District's Sewer Code.

District staff continue to work with Lucille's Smokehouse BBQ to address the issues that resulted in an SSO from their private sewer lateral and a NOV from the District. Lucille's Smokehouse BBQ has until September to develop and implement plans to address the violations identified in the NOV.

### **Department Performance Indicators**

The following charts depict the efforts and performance of the department in the following areas of work as of July 23<sup>rd</sup>. The charts are being created in a new reporting tool that directly connects to the District's data, improving the timeliness of reporting efforts and leveraging the District's

investment in technology. Additional charts may be added in the future for other areas of work in the department.

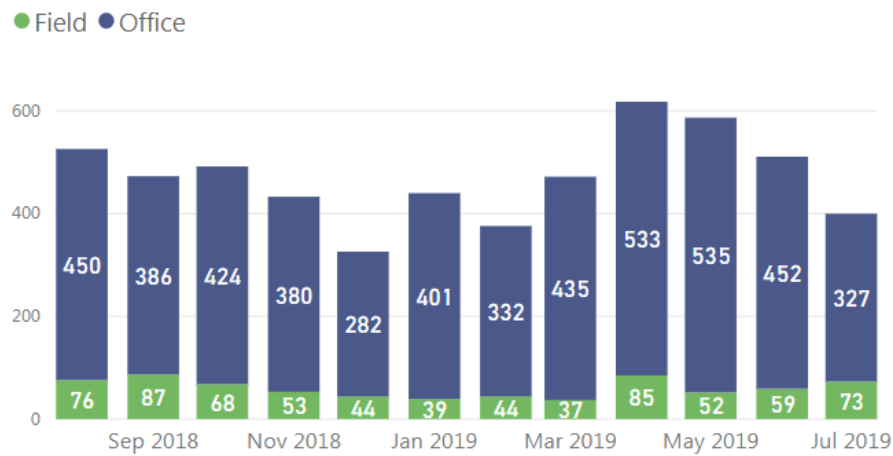
### Plan Checks Completed - Monthly Totals



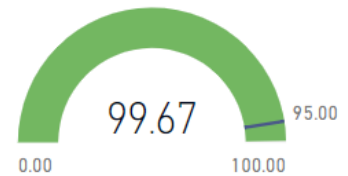
### % "In Time" Plan Checks



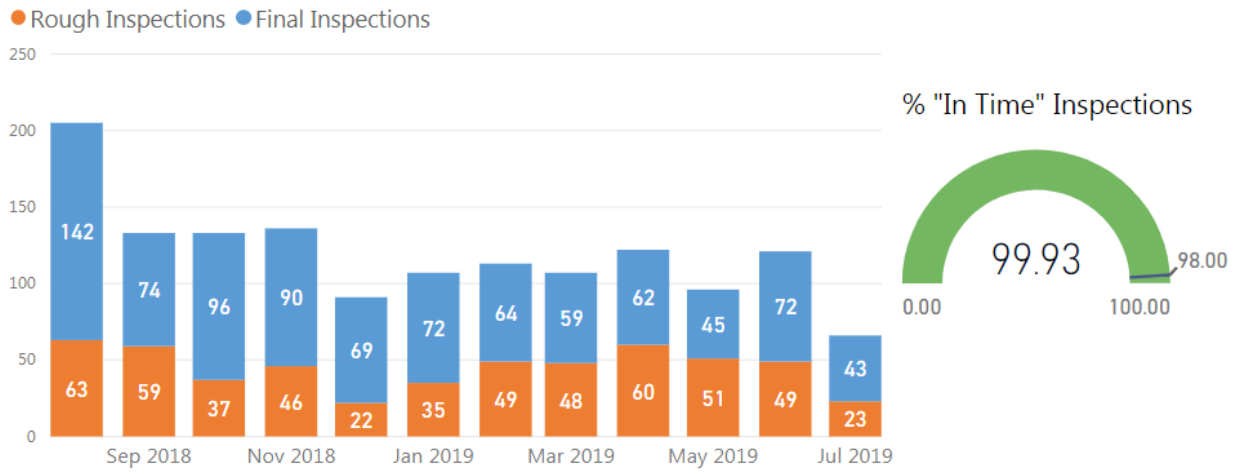
### 811 Responses - Monthly Totals



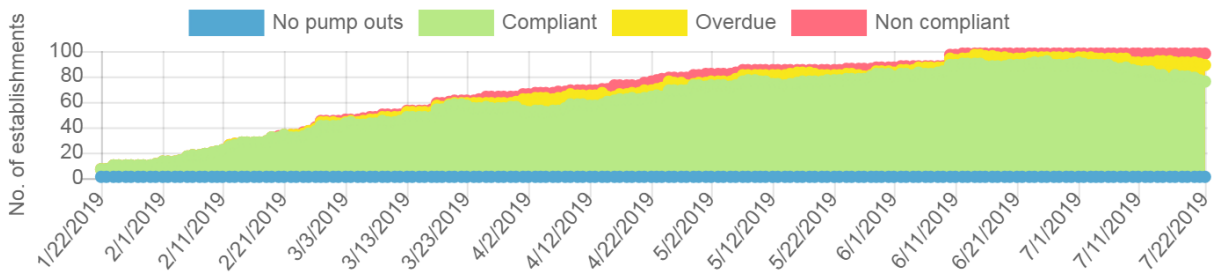
### % "In Time" Responses...



### Building Sewer Inspections - Monthly Totals



### FOG Compliance History



### FOG Pickups - Monthly Totals

