



**SPMUD BOARD OF DIRECTORS  
CLOSED SESSION: 3:45 PM  
REGULAR MEETING: 4:30 PM**

**May 7, 2020**

Zoom Meeting: 1 (669) 900-9128

Meeting ID: 92865264116

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

Pursuant to the Governor's Executive Order N-29-20, issued March 17, 2020, the May 7, 2020 meeting of the SPMUD Board of Directors will occur via teleconference using Zoom Meeting 1 (669) 900-9128, <https://zoom.us/j/92865264116>. Public comments can be emailed to [ecostan@spmud.ca.gov](mailto: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.

**CLOSED SESSION SPECIAL MEETING AGENDA - 3:45 PM**

**I. CALL MEETING TO ORDER**

**II. ROLL CALL OF DIRECTORS**

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

**III. CLOSED SESSION PUBLIC COMMENTS**

Public comments can be emailed to [ecostan@spmud.ca.gov](mailto: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.

**IV. CLOSED SESSION**

Conference with District labor negotiator for the purpose of reviewing salaries, salary schedules and compensation of represented and unrepresented employees pursuant to Government Code Section 54957.6 in connection with labor negotiations.

District negotiator: Herb Niederberger, General Manager

**V. ADJOURN CLOSED SESSION**

**OPEN SESSION AGENDA – 4:30 PM**

**I. CALL MEETING TO ORDER**

**II. ROLL CALL OF DIRECTORS**

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

**III. PLEDGE OF ALLEGIANCE**

**IV. CLOSED SESSION READOUT**

**V. CONSENT ITEMS**

[pg 5 to 42]

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 May 7, 2020 meeting*

1. MINUTES from the April 2, 2020 Regular Meeting. [pg 4 to 9]
2. ACCOUNTS PAYABLE in the amount of \$1,922,477.48 through April 26, 2020. [pg 10 to 13]
3. QUARTERLY INVESTMENT REPORT in the total amount of \$63,046,986 through March 31, 2020. [pg 14 to 16]
4. BILL OF SALE Acceptance of the Bill of Sale for Sewer Improvements within Los Cerros Phase 1 with an estimated value of \$1,806,716. [pg 17 to 23]
5. BILL OF SALE Acceptance of the Bill of Sale for Sewer Improvements within Villages at Civic Center, with an estimated value of \$1,232,457. [pg 24 to 30]
6. RESOLUTION 20-12 Addendum to the Professional Services Agreement with Mann, Urrutia, Nelson, CPAs to extend Auditing Services through Fiscal Year 21/22. [pg 31 to 42]

**VI. PUBLIC COMMENTS**

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

Public comments can be emailed to [ecostan@spmud.ca.gov](mailto: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.

**VII. BOARD BUSINESS**

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

1. **RESOLUTION 20-13 COMMENDING HENRY LORTON, TSD INSPECTOR FOR HIS YEARS OF SERVICE WITH THE DISTRICT** [pg 43]

Technical Services Department Inspector, Henry Lorton is retiring from the District with over twenty-two years of service.

Action Requested: Roll Call Vote

**Staff recommends that the Board of Directors adopt Resolution 20-12 commending TSD Inspector, Henry Lorton for his years of service with the District.**

2. **RESOLUTION 20-14 COMMENDING SAM ROSE, SUPERINTENDENT FOR HIS YEARS OF SERVICE WITH THE DISTRICT** [pg 44]

District Superintendent, Sam Rose is retiring from the District with over thirty-three years of service.

Action Requested: Roll Call Vote

**Staff recommends that the Board of Directors adopt Resolution 20-13 commending District Superintendent, Sam Rose for his years of service with the District.**

3. **RESOLUTION 20-15 APPROVING A DEFERRED ACTION AND REFUND AGREEMENT WITH THE NEWCASTLE FIRE DISTRICT** [pg 45 to 58]

Staff will report to the Board on the Deferred Action and Refund Agreement with Newcastle Fire District. The agreement allows deferment of damaged pipe replacement to coincide with proposed site improvements and SPMUD financial participation.

Action Requested: Roll Call Vote

**Staff recommends that the Board of Directors adopt Resolution 20-15, authorizing the General Manager to execute the deferred action and refund agreement with Newcastle Fire District.**

4. **COVID-19 PANDEMIC ILLNESS** [pg 59 to 61]

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

Action Requested: Board Discussion

Staff requests the Board of Directors direct staff to advertise an expanded Commercial Unoccupied Use Program temporarily waiving certain provisions of the District's Sewer Code Chapter 2.03, Charges and Fees, Subchapter 2.03.007.B.

**VIII. REPORTS** [pg 62 to 72]

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

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

**IX. ADDITIONAL PUBLIC COMMENTS**

Public comments can be emailed to [ecostan@spmud.ca.gov](mailto: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.

**X. ADJOURNMENT**

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

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

<b>Meeting</b>	<b>Location</b>	<b>Date</b>	<b>Time</b>
Regular	Zoom Meeting	April 2, 2020	4:30 p.m.

**I. CALL MEETING TO ORDER:** The Regular Meeting of the South Placer Municipal Utility District Board of Directors was called to order with President Murdock presiding at 4:39 p.m.

**II. ROLL CALL OF DIRECTORS:**

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

Absent: None

Vacant: None

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

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

**IV. CONSENT ITEMS:**

1. MINUTES from March 5, 2020 Regular Meeting.
2. ACCOUNTS PAYABLE in the amount of \$534,748.03 through March 25, 2020.
3. BILL OF SALE FOR SEWER IMPROVEMENTS WITHIN PACIFIC TECH. PHASE 1 – at an estimated value of \$22,160.
4. BILL OF SALE FOR SEWER IMPROVEMENTS WITHIN THE LUGO EXTENSION/3240 TAYLOR ROAD – at an estimated value of \$145,992.
5. RESOLUTION 20-09 APPROVING LUGO REFUND AGREEMENT Adopt Resolution 20-09 to authorize the General Manager to execute the refund agreement for the 8-inch sewer as part of the Lugo Extension (3240 Taylor Road/APN 043-014-027-000).

Staff requested that consent item 4 be continued to a future meeting date as the contractor who constructed the improvements has not received payment.

Director Williams made a motion to approve consent items 1, 2, 3, and 5; a second was made by Vice President Dickinson; a roll call vote was taken, and the motion carried 5-0.

## **V. PUBLIC COMMENTS:**

President Murdock opened the meeting for public comments.

ASM Costan unmuted all zoom audio and read an eComment from Sue Stack. "I would like to make a comment as if I were participating in your Thursday meeting. The essence of the comment is that the Newcastle fire district made the choice not to fully comply with CEQA when it planned its fire station and could have avoided the current problem of relocating the sewer if it had embraced the CEQA concept of early consultation. I don't believe the general public should subsidize the sewer work that is going to be required if Newcastle fire does ever build the building. Your agency is a "responsible agency" and should consider what message you send when you allow other agencies to circumvent CEQA."

Staff responded that this item would be brought before the Board at the May meeting. A participation agreement with the Newcastle Fire District will be presented for consideration.

The public comment session was closed.

## **VI. BOARD BUSINESS**

### **1. RESOLUTION 20-10 AWARDING CONTRACT FOR CIPP LINERS**

AS Nielsen provided an overview of the contract for CIPP Liners. Three bids were received, and the lowest responsible bidder was Express Sewer and Drain.

Vice President Dickinson asked about the June project completion date in light of the Coronavirus concerns. AS Nielsen shared that this project helps to prevent SSOs and the work can be done in a way that minimizes Coronavirus concerns. Vice President Dickinson asked how reallocating the funds to the next fiscal year and moving the start and end dates would impact the bid. General Counsel Brown responded that a modification to the dates could require that the project be rebid. President Murdock commented on the need to complete the work and employ workers. GM Niederberger suggested that staff contact the contractor to see if they would agree to an extension of the completion date. Director Williams commented that construction on critical infrastructure is exempt from restrictions, and the District needs to make sure the contractor is complying with Coronavirus recommendations for workers. GM Niederberger shared Board Report attachment 3, the District's Declaration regarding Executive Order N-33-30. Vice President Dickinson shared his concern regarding the next two critical weeks of the outbreak.

Director Mitchell asked whether pipes can be lined twice. AS Nielsen responded that the inside diameter of the pipe is reduced when pipes are lined and as a practice, we do not line a pipe twice. Director Mitchell asked for the percentage of pipes in the system that been lined. AS Nielsen responded that it is a smaller percentage. He explained that CIPP Liners extend the serviceable life, but all pipes will eventually require replacement.

Director Williams made a motion to direct the GM to work with the contractor to extend the project completion date and adopt Resolution 20-10; a second was made by Vice President Dickinson; a roll call vote was taken, and the motion carried 5-0.

**2. RESOLUTION 20-11 AUTHORIZING PROCLAMATION OF EMERGENCY**

GM Niederberger provided a briefing on the proposed proclamation of emergency. The proclamation would provide the General Manager with the necessary discretion to ensure continuous operations and the safety of District employees during the Coronavirus pandemic.

President Murdock asked about the timeline for the expiration of the proclamation. GM Niederberger shared that the proclamation can be rescinded by action of the Board and/or a declaration that the State of Emergency has ended. General Counsel Brown shared that he recommended a proclamation of emergency to the General Manager to formalize the position of the Board that the General Manager is authorized to take necessary steps to respond to Governor and County orders and evolving legislation with updates to the Board regarding any actions taken that vary from normal District practices.

Jim Fisher, Water Resource Engineer with the California State Water Resources Control Board Office of Enforcement, commended the Board for taking such swift action in responding to the Coronavirus.

Vice President Dickinson asked for the and/or language in item #3 of page 2 of Resolution 20-11 to be modified to either “and” or “or.” General Counsel Brown recommended the word “and” be stricken.

Vice President Dickinson asked about the frequency of updates to the Board. GM Niederberger suggested monthly updates. Vice President Dickinson asked that substantial changes be shared within three to four days.

Director Markey asked for examples of the types of authority that the General Manager may use under the proclamation. GM shared that changes such as employee work schedules, vehicle assignments and public office hours are all examples of operational changes that have been made and will continue to be modified in response to the emergency.

Director Williams asked that there be timely notification of changes that may have significant impacts on the budget. GM Niederberger shared that we have made small changes such as a temporary waiver of late fees. Director Mitchell asked for clarification on the timeframe that late fees would be waived. GM Niederberger responded that the waiver applies to late fees incurred after April 1st.

Vice President Dickinson made a motion to strike the word “and” from item #3 on page 2 and adopt Resolution 20-11; a second was made by Director Mitchell; a roll call vote was taken, and the motion carried 5-0.

**3. COVID-19, PANDEMIC ILLNESS WORKFORCE SHORTAGE CONTINUITY OF OPERATIONS GUIDE**

GM Niederberger provided an update of the business process changes implemented due to COVID-19 and shared the Pandemic Illness Workforce Shortage Continuity of Operations Guide.

GM Niederberger discussed the proposal to implement a staggered workforce for Field Services staff beginning next week. AS Nielsen shared the recommendation to move to a fifty percent, week on/ week off schedule and stagger start times to ensure continuity of services. This compartmentalizes staff and reduces the impacts of a potential need to implement quarantine requirements. Staff who are at home will remain on paid administrative leave and will be required to be available to respond. The District is working to provide training and other remote tasks to keep staff engaged; however, the primary objective is for staff to shelter-in-place and stay healthy.

Director Mitchell asked about how these changes will impact revenue and District reserves. GM Niederberger shared that the fiscal impact from this change is in the performance measures and the Performance Merit Program. Performance measures will not be maintained with reduced staffing. Director Mitchell shared that he was impressed with the Continuity Plan.

Vice President Dickinson commended staff for their work on the Continuity Plan and shared support for the staggered workforce plan.

Jim Fisher with the California State Water Resources Control Board shared that the District is one of the top examples in the State.

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

Director Mitchell provided an update on the SPWA bond restructuring discussed at the last SPWA Board meeting. Due to negative impacts to the bond market from the Coronavirus, the existing bond date was extended out six months.

Director Williams commented that this is unfortunate timing, but he is happy that we were able to put another plan in place to protect us through this time.

**VII. REPORTS**

1. **District General Counsel (A. Brown):** General Counsel Brown advised that he has been working with the General Manager and staff to respond to COVID-19 and providing direction on new legislation.

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

A. **ASD, FSD & TSD Reports:** There were no additions to the managers’ reports.

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



**3. Director's Comments:**

Director Mitchell commented on the assessment of the easement roads and identifying who owns each one. He suggested that this may be a project for staff who are working from home. He also asked for an update on any impacts to the Foothill Trunk, Perimeter Fence, Corp Yard Expansion, and other existing projects. GM Niederberger responded that these projects are ongoing, and work is continuing. Mitchell also asked about how the annual budget process would work and if the timeline would change due to the Coronavirus. GM Niederberger shared that he believes that we could use a PowerPoint Presentation on the Zoom Platform. Williams asked that Directors receive hard copies of the June Packets.

Vice President Dickinson asked about a discount in wastewater treatment costs for commercial customers that are closed due to COVID-19. GM Niederberger shared some of the considerations that would need to be reviewed, including the potential for a credit to benefit the property owner instead of the impacted tenant, constraints in the billing system, and restrictions due to Prop 218. Vice President Dickinson asked for this item to be placed on next month's agenda.

Director Williams gave kudos to the staff for responding to the emergency. President Murdock echoed Director Williams comments.

Public comment was reopened. ASM Costan unmuted all zoom audio.

Bill Karl with the Newcastle Fire Protection Board asked for the name of the person that submitted the eComment read at the beginning of the meeting. ASM Costan responded that the comment was submitted by Sue Stack. He stated he would be participating in the next meeting regarding the Newcastle Fire District participation agreement.

**VIII. ADJOURNMENT**

The President adjourned the meeting at 5:48 p.m. to the next regular meeting to be held on May 7, 2020 at 4:30 p.m.



Emilie Costan, Board Secretary



South Placer Municipal Utility District, CA

# Check Report

By Check Number

Date Range: 03/26/2020 - 04/26/2020

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	03/26/2020	Regular	0.00	3,487.20	12130
1016	American General Life Insurance	03/31/2020	Regular	0.00	7,626.00	12131
1113	Ferguson Enterprises, Inc. 1423 (Main)	03/31/2020	Regular	0.00	708.46	12132
1631	Instrument Technology Corporation	03/31/2020	Regular	0.00	536.00	12133
1654	Jorgensen Company	03/31/2020	Regular	0.00	1,098.70	12134
1253	Recology Auburn Placer	03/31/2020	Regular	0.00	307.28	12135
1306	Superior Equipment Repair	03/31/2020	Regular	0.00	2,081.93	12136
1499	TechRoe.com LLC	03/31/2020	Regular	0.00	3,810.55	12137
1327	US Bank Corporate Payment	04/01/2020	Regular	0.00	9,995.85	12138
	**Void**	04/01/2020	Regular	0.00	0.00	12139
	**Void**	04/01/2020	Regular	0.00	0.00	12140
	**Void**	04/01/2020	Regular	0.00	0.00	12141
	**Void**	04/01/2020	Regular	0.00	0.00	12142
1066	City of Rocklin	04/10/2020	Regular	0.00	11,443.20	12144
	**Void**	04/24/2020	Regular	0.00	0.00	12146
248	AT&T (916.663.1652) & (248.134.5438.608.80)	04/24/2020	Regular	0.00	252.43	12147
1022	AT&T (9391035571) & (9391053973)	04/24/2020	Regular	0.00	309.48	12148
1663	Buckmaster Office Solutions	04/24/2020	Regular	0.00	125.51	12149
1652	Cintas Corporation	04/24/2020	Regular	0.00	792.41	12150
1533	City of Foster City	04/24/2020	Regular	0.00	500.00	12151
1068	City of Roseville	04/24/2020	Regular	0.00	1,674,753.00	12152
1509	Crystal Communications	04/24/2020	Regular	0.00	311.64	12153
1086	Dataprose	04/24/2020	Regular	0.00	1,673.47	12154
1087	Dawson Oil Co.	04/24/2020	Regular	0.00	2,985.29	12155
1113	Ferguson Enterprises, Inc. 1423 (Main)	04/24/2020	Regular	0.00	654.84	12156
1124	Gold Country Media Publications	04/24/2020	Regular	0.00	412.64	12157
1666	Great America Financial Services	04/24/2020	Regular	0.00	452.99	12158
1564	Jensen Landscape Services, LLC	04/24/2020	Regular	0.00	861.00	12159
1163	Joe Gonzalez Trucking, LLC.	04/24/2020	Regular	0.00	1,242.15	12160
1218	PCWA	04/24/2020	Regular	0.00	1,671.86	12161
1221	PG&E (Current Accounts)	04/24/2020	Regular	0.00	5,157.43	12162
1244	Preferred Alliance Inc	04/24/2020	Regular	0.00	196.65	12163
1268	Rocklin Windustrial Co.	04/24/2020	Regular	0.00	415.59	12164
1287	Sierra Safety	04/24/2020	Regular	0.00	58.08	12165
1291	Special District Risk Management Authority (SDRM)	04/24/2020	Regular	0.00	124.43	12166
1333	SPOK, Inc.	04/24/2020	Regular	0.00	26.50	12167
1685	Streamline	04/24/2020	Regular	0.00	400.00	12168
1306	Superior Equipment Repair	04/24/2020	Regular	0.00	662.42	12169
1325	Tyler Technologies, Inc.	04/24/2020	Regular	0.00	4,562.50	12170
1338	Verizon Wireless	04/24/2020	Regular	0.00	1,276.52	12171
1729	Warren Consulting Engineers, Inc	04/24/2020	Regular	0.00	7,000.00	12172
1561	Williams + Paddon Architects + Planners, Inc.	04/24/2020	Regular	0.00	6,618.45	12173
1653	Applied Best Practices, LLC	04/24/2020	Regular	0.00	1,200.00	12174
1015	American Fidelity Assurance	03/26/2020	Bank Draft	0.00	1,119.80	DFT0005297
1586	Principal Life Insurance Company	03/26/2020	Bank Draft	0.00	368.06	DFT0005298
1230	Pers (EFT)	03/26/2020	Bank Draft	0.00	6,288.82	DFT0005299
1230	Pers (EFT)	03/26/2020	Bank Draft	0.00	27,441.88	DFT0005300
1230	Pers (EFT)	03/26/2020	Bank Draft	0.00	11,683.06	DFT0005301
1230	Pers (EFT)	03/26/2020	Bank Draft	0.00	122.62	DFT0005302
1230	Pers (EFT)	03/26/2020	Bank Draft	0.00	2,641.00	DFT0005303
1230	Pers (EFT)	03/26/2020	Bank Draft	0.00	54.52	DFT0005304
1045	Cal Pers 457 Plan (EFT)	04/03/2020	Bank Draft	0.00	375.00	DFT0005306
1135	Mass Mutual (EFT)	04/03/2020	Bank Draft	0.00	7,190.52	DFT0005307
1135	Mass Mutual (EFT)	04/03/2020	Bank Draft	0.00	455.70	DFT0005308

Check Report

Date Range: 03/26/2020 - 04/26/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1580	TASC	04/03/2020	Bank Draft	0.00	384.62	DFT0005309
1580	TASC	04/03/2020	Bank Draft	0.00	407.70	DFT0005310
1229	Pers (EFT)	04/03/2020	Bank Draft	0.00	146.93	DFT0005311
1229	Pers (EFT)	04/03/2020	Bank Draft	0.00	254.90	DFT0005312
1229	Pers (EFT)	04/03/2020	Bank Draft	0.00	419.97	DFT0005313
1229	Pers (EFT)	04/03/2020	Bank Draft	0.00	3,186.12	DFT0005314
1229	Pers (EFT)	04/03/2020	Bank Draft	0.00	5,249.94	DFT0005315
1229	Pers (EFT)	04/03/2020	Bank Draft	0.00	116.44	DFT0005316
1229	Pers (EFT)	04/03/2020	Bank Draft	0.00	161.02	DFT0005317
1229	Pers (EFT)	04/03/2020	Bank Draft	0.00	1,663.42	DFT0005318
1229	Pers (EFT)	04/03/2020	Bank Draft	0.00	2,300.27	DFT0005319
1229	Pers (EFT)	04/03/2020	Bank Draft	0.00	2,469.69	DFT0005320
1229	Pers (EFT)	04/03/2020	Bank Draft	0.00	2,555.69	DFT0005321
1149	Internal Revenue Service	04/03/2020	Bank Draft	0.00	12,948.58	DFT0005322
1098	EDD (EFT)	04/03/2020	Bank Draft	0.00	3,708.13	DFT0005323
1098	EDD (EFT)	04/03/2020	Bank Draft	0.00	1,044.24	DFT0005324
1149	Internal Revenue Service	04/03/2020	Bank Draft	0.00	3,028.28	DFT0005325
1149	Internal Revenue Service	04/03/2020	Bank Draft	0.00	9,575.08	DFT0005326
1580	TASC	03/31/2020	Bank Draft	0.00	237.12	DFT0005327
1045	Cal Pers 457 Plan (EFT)	04/17/2020	Bank Draft	0.00	375.00	DFT0005329
1135	Mass Mutual (EFT)	04/17/2020	Bank Draft	0.00	7,190.52	DFT0005330
1135	Mass Mutual (EFT)	04/17/2020	Bank Draft	0.00	455.70	DFT0005331
1580	TASC	04/17/2020	Bank Draft	0.00	279.35	DFT0005332
1580	TASC	04/17/2020	Bank Draft	0.00	407.70	DFT0005333
1229	Pers (EFT)	04/17/2020	Bank Draft	0.00	146.93	DFT0005334
1229	Pers (EFT)	04/17/2020	Bank Draft	0.00	254.90	DFT0005335
1229	Pers (EFT)	04/17/2020	Bank Draft	0.00	419.97	DFT0005336
1229	Pers (EFT)	04/17/2020	Bank Draft	0.00	3,186.14	DFT0005337
1229	Pers (EFT)	04/17/2020	Bank Draft	0.00	5,249.94	DFT0005338
1229	Pers (EFT)	04/17/2020	Bank Draft	0.00	116.44	DFT0005339
1229	Pers (EFT)	04/17/2020	Bank Draft	0.00	161.02	DFT0005340
1229	Pers (EFT)	04/17/2020	Bank Draft	0.00	1,663.42	DFT0005341
1229	Pers (EFT)	04/17/2020	Bank Draft	0.00	2,300.27	DFT0005342
1229	Pers (EFT)	04/17/2020	Bank Draft	0.00	2,611.34	DFT0005343
1229	Pers (EFT)	04/17/2020	Bank Draft	0.00	2,702.27	DFT0005344
1149	Internal Revenue Service	04/17/2020	Bank Draft	0.00	13,373.36	DFT0005345
1098	EDD (EFT)	04/17/2020	Bank Draft	0.00	3,776.06	DFT0005346
1098	EDD (EFT)	04/17/2020	Bank Draft	0.00	1,043.48	DFT0005347
1149	Internal Revenue Service	04/17/2020	Bank Draft	0.00	3,127.62	DFT0005348
1149	Internal Revenue Service	04/17/2020	Bank Draft	0.00	9,674.34	DFT0005349

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	70	38	0.00	1,755,792.45
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	51	51	0.00	166,114.89
EFT's	0	0	0.00	0.00
	<b>121</b>	<b>94</b>	<b>0.00</b>	<b>1,921,907.34</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	70	38	0.00	1,755,792.45
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	51	51	0.00	166,114.89
EFT's	0	0	0.00	0.00
	<b>121</b>	<b>94</b>	<b>0.00</b>	<b>1,921,907.34</b>

### Fund Summary

Fund	Name	Period	Amount
100	GENERAL FUND	3/2020	69,613.00
100	GENERAL FUND	4/2020	1,852,294.34
			<b>1,921,907.34</b>

Account Number	Name	Date	Type	Amount	Reference	Packet
103-0016046-03	Evans, Jonathan and Jennifer	4/8/2020	Refund	\$ 462.14	Check #: 12143	UBPKT09909
102-0006480-01	Nichols, Ray	4/14/2020	Refund	\$ 108.00	Check #: 12145	UBPKT09928
<b>Total Refunds</b>				<b>\$ 570.14</b>		

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors

**From:** Herb Niederberger, General Manager

**Cc:** Emilie Costan, Administrative Services Manager

**Subject:** 1st Quarter Investment Report (January 1, 2020 thru March 31, 2020)

**Board Date:** May 7, 2020

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**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 March 31, 2020 are shown in Attachment 1 and totaled \$63.04 million. The portfolio is in compliance with the Board's adopted policy regarding District investments and has the ability to meet the next six months of cash flow requirements. As of March 31, 2020, the District's investment portfolio had an average yield to maturity of 1.31 percent.

**Recommendation**

Staff recommends that the Board of Directors receive and file the 1<sup>st</sup> Quarter Investment Report.

**Strategic Plan Goal**

This action is consistent with SPMUD Strategic Plan Goals:

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

**Related District Ordinances and Policies**

This action is in conjunction with the following District Policies:

- Policy 3120 – Investment of District Funds

**Fiscal Impact**

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

Attachments:

1. 1<sup>st</sup> Quarter Investment Report
2. Allocation by Fund, Allocation by Investment Type, and Historical Performance

**SPMUD BOARD INVESTMENT REPORT**  
**INVESTMENT REPORTING PERIOD: January 1, 2020 - March 31, 2020**  
**MEETING DATE: May 7, 2020**

Investment	Par Value	Market Value	Book Value	Yield to Maturity	% of Portfolio	Days to Final Maturity
CALTRUST - Short Term	\$ 4,269,104	\$ 4,269,104	\$ 4,269,104	1.66%	7%	1
CALTRUST - Medium Term	\$ 17,239,217	\$ 17,239,217	\$ 17,239,217	1.52%	27%	1
WELLS FARGO - Money Market	\$ 9,656,993	\$ 9,656,993	\$ 9,656,993	0.29%	15%	1
WELLS FARGO - Fixed Income Securities	\$ 13,500,000	\$ 13,571,188	\$ 13,509,311	1.56%	22%	547
PLACER COUNTY TREASURY	\$ 7,364,635	\$ 7,364,635	\$ 7,364,635	1.70%	12%	1
LAIF (Local Agency Investment Fund)	\$ 6,299,485	\$ 6,299,485	\$ 6,299,485	1.89%	10%	1
CASH	\$ 4,646,364	\$ 4,646,364	\$ 4,646,364	0.55%	7%	1
<b>TOTAL/AVERAGE</b>	<b>62,975,798</b>	<b>63,046,986</b>	<b>62,985,109</b>	<b>1.31%</b>	<b>100%</b>	<b>79</b>

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

#### DEFINITIONS

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

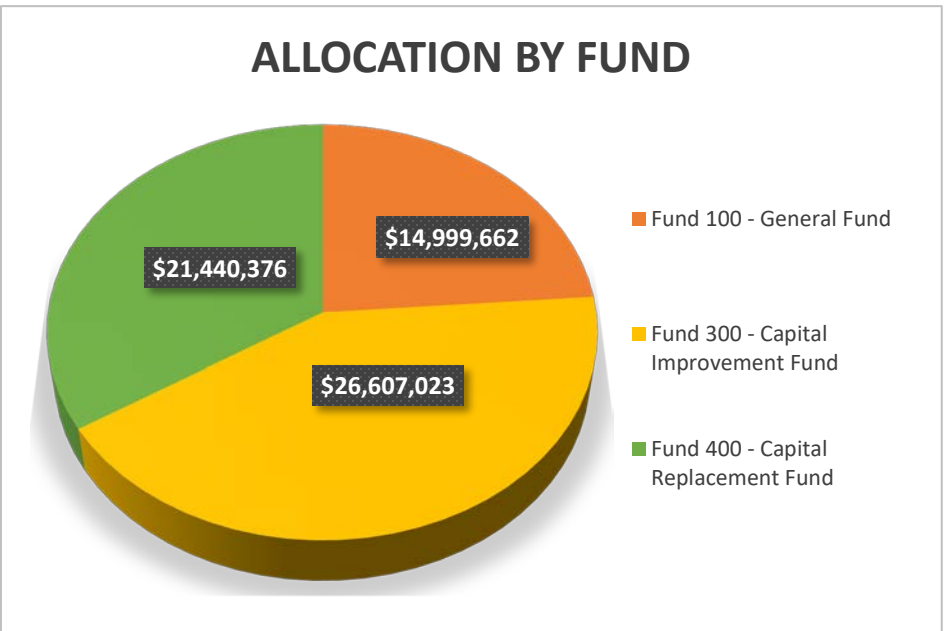
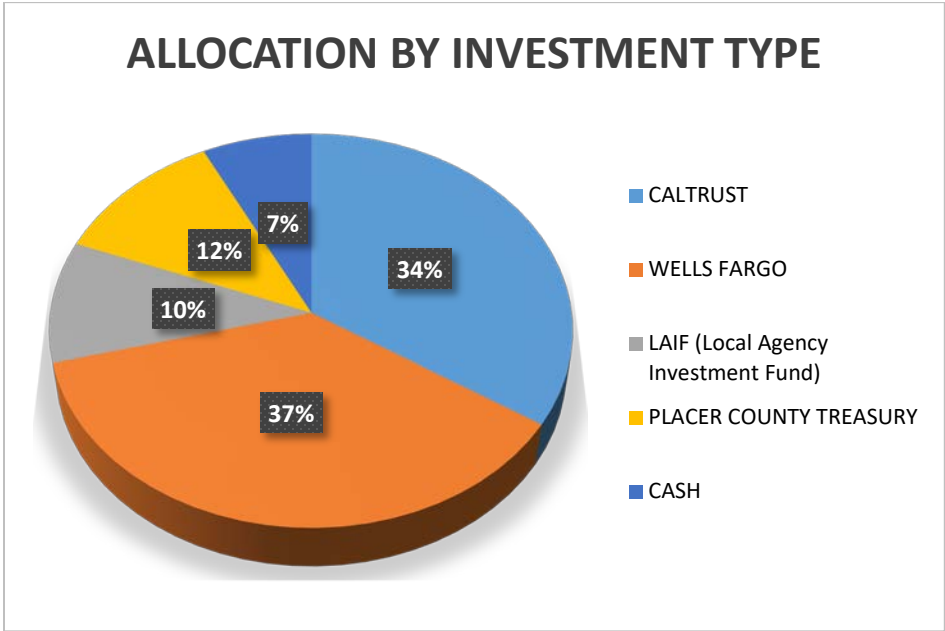
**Market Value** is the value at which a security can be sold at the time it is priced or the need to sell arises.

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

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

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

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



<b>HISTORICAL PERFORMANCE</b>					
	3 months	6 months	1 year	3 year	5 year
<b>CALTRUST SHORT TERM</b>	0.15%	0.76%	2.14%	1.89%	1.38%
<b>CALTRUST MEDIUM TERM</b>	1.47%	2.00%	4.08%	2.39%	1.74%
<b>WELLS FARGO</b>	0.52%	1.04%	1.49%	2.02%	
<b>PLACER COUNTY</b>	1.70%	1.76%	1.90%	1.76%	1.57%
<b>LAIF</b>	1.89%	2.00%	2.19%	1.32%	1.21%



**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**STAFF REPORT**

**To:** Board of Directors  
**From:** Carie Huff, District Engineer  
**Cc:** Josh Lelko, Engineering Technician  
**Subject:** Acceptance of the Bill of Sale for Sewer Improvements within Los Cerros Phase 1  
**Meeting Date:** May 7, 2020

---

**Overview**

The Los Cerros Phase 1 improvements are located in Rocklin to the north of the intersection of Hillside Drive and Pecan Court. The Los Cerros Phase 1 project consists of 59 single-family residential homes for a total of 59 EDUs. The Los Cerros Phase 1 improvements include the following infrastructure:

- Installation of three thousand, seven hundred and ninety-eight (3,798) linear feet of sanitary sewer pipe;
- Installation of sixteen (14) manholes;
- Installation of one (1) flushing branch;
- Installation of one thousand, eight hundred and twenty-four (1,824) feet of lower laterals.

**Recommendation**

Staff recommends that the Board of Directors accept the attached Bill of Sale for the Los Cerros Phase 1 improvements.

**Strategic Plan Goal**

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.1: Engage Customers to determine expectations.

Goal 1.2: Establish and meet Service Level(s) by Department.

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

**Fiscal Impact**

The estimated value of the contributed capital is \$1,806,716.

**Attachments:**

1. Bill of Sale
2. Map – Los Cerros Phase 1
3. Los Cerros Phase 1 Asset Inventory

**BILL OF SALE**

\_\_\_\_Toll West Coast, LLC, a Delaware limited liability company\_\_\_\_\_ does hereby grant, bargain, sell and convey to SOUTH PLACER MUNICIPAL UTILITY DISTRICT all of its rights, title and interest in and to all public sewer pipes, lines, mains, manholes, and appurtenances installed by its contractor in that subdivision/project commonly known as \_\_\_\_Los Cerros Phase 1\_\_\_\_\_

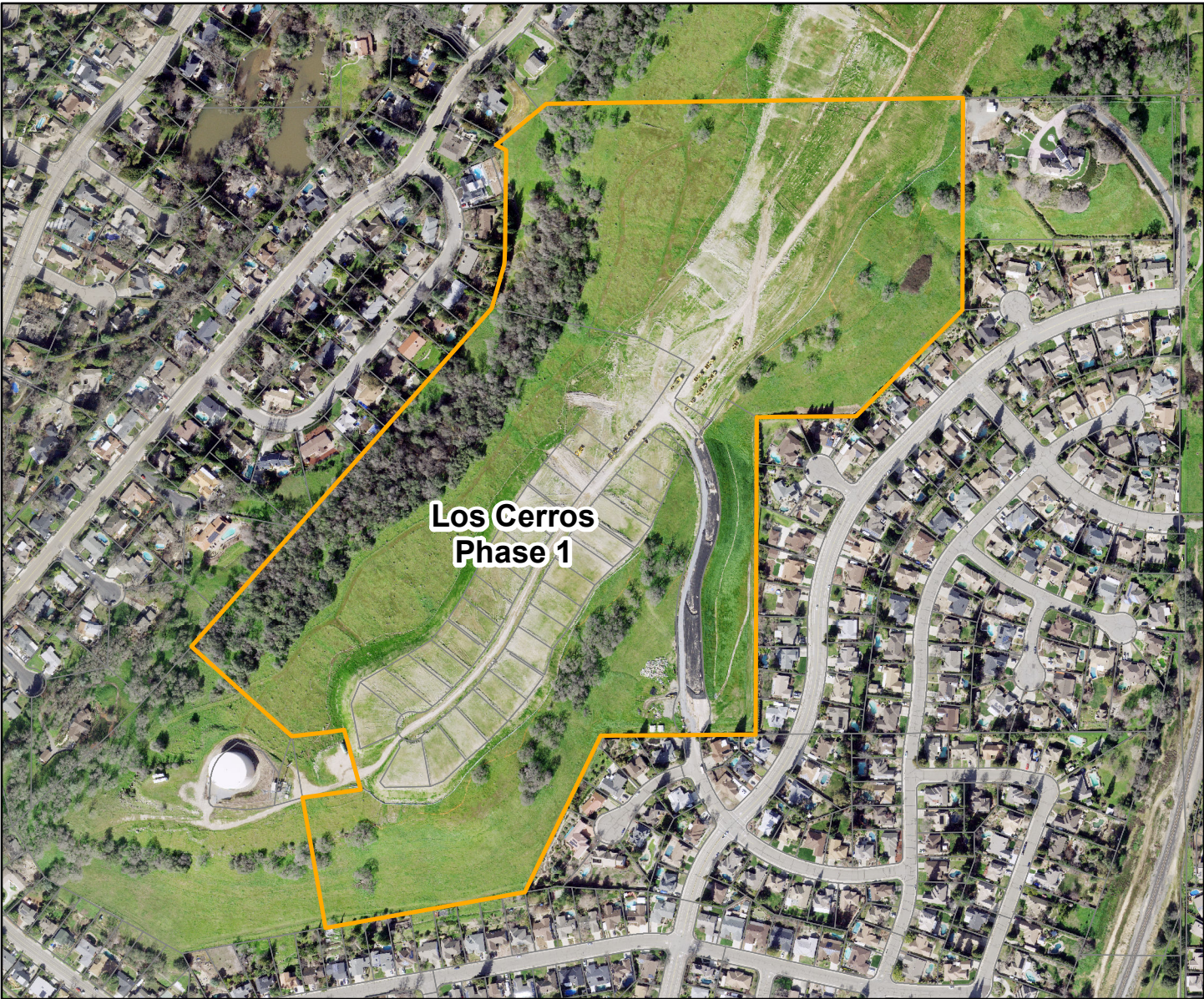
Grantor herein does hereby warrant and guarantee to SOUTH PLACER MUNICIPAL UTILITY DISTRICT that all of the personal property described herein consisting of sewer pipes, lines, mains, manholes, and appurtenances are free and clear of all mechanics liens and encumbrances of any type, nature or description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

Dated this March 31, 2020

By: Toll West Coast, LLC, a Delaware limited liability company

  
\_\_\_\_\_  
Signature

\_\_\_\_Gregory S. Van Dam, Vice President\_\_\_\_  
Name (Please Type or Print)



**Los Cerros  
Phase 1**

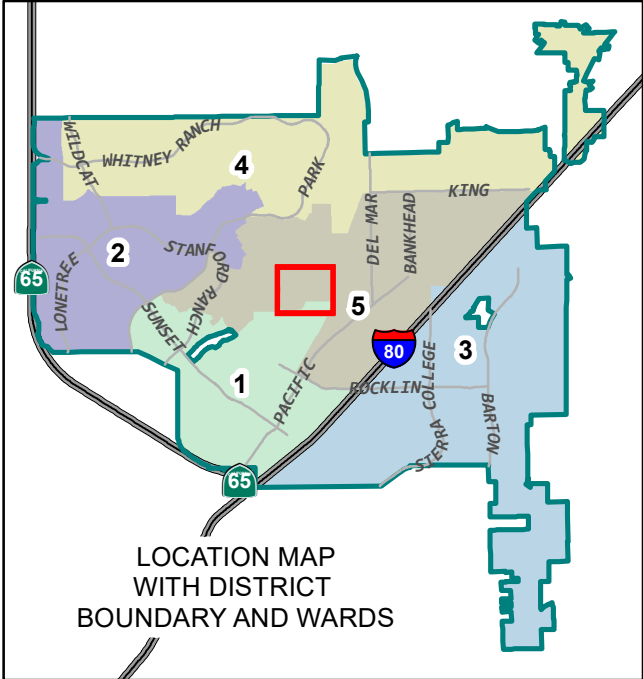
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1 in = 500 ft



**Los Cerros  
Phase 1**

**59 EDUs**

Date: 4/22/2020  
 Author: Curtis Little  
 Document Path:  
 G:\spmud\_gis\mxd\Curtis\Bill Of Sale  
 Maps\2020\MXD\Los Cerros2.mxd



LOCATION MAP  
WITH DISTRICT  
BOUNDARY AND WARDS

Mainline:

Pipe ID	Diameter	Material	Length (ft)
L09-056	6	SDR26	250
K08-074	6	SDR26	402
L08-072	6	SDR26	400
L08-071	6	SDR26	253
L08-070	6	SDR26	197
L08-069	6	SDR26	229
L09-050	6	SDR26	325
L08-067	6	SDR26	71
L09-049	6	SDR26	389
L08-068	6	SDR26	62
L09-F03	6	SDR26	187
L09-059	6	SDR26	234
L09-058	6	SDR26	399
L09-057	6	SDR26	401

Manholes and Flushing Branches:

Manhole ID	Structure Type	Diameter (in)
K08-073	Manhole	48
L08-068	Manhole	48
L09-049	Manhole	48
L09-050	Manhole	48
L08-069	Manhole	48
L08-070	Manhole	48
L08-071	Manhole	48
L08-072	Manhole	48
K08-074	Manhole	48
L08-067	Manhole	48
L09-056	Manhole	48
L09-057	Manhole	48

Manholes and Flushing Branches continued:

Manhole ID	Structure Type	Diameter (in)
L09-058	Manhole	48
L09-059	Manhole	48
L09-F03	Flushing Branch	6

Service Laterals:

Service Structure	Diameter (in)	Length (ft)	Pipe Material
30469	4	35	SDR26
30470	4	35	SDR26
30471	4	35	SDR26
30472	4	34	SDR26
30473	4	35	SDR26
30474	4	35	SDR26
30475	4	35	SDR26
30476	4	33	SDR26
30477	4	35	SDR26
30478	4	35	SDR26
30479	4	35	SDR26
30480	4	35	SDR26
30481	4	52	SDR26
30482	4	67	SDR26
30483	4	35	SDR26
30484	4	23	SDR26
30485	4	23	SDR26
30486	4	23	SDR26
30487	4	23	SDR26
30488	4	23	SDR26
30489	4	24	SDR26
30490	4	25	SDR26
30491	4	23	SDR26

Service Laterals continued:

Service Structure	Diameter (in)	Length (ft)	Pipe Material
30492	4	23	SDR26
30493	4	23	SDR26
30494	4	23	SDR26
30495	4	23	SDR26
30496	4	23	SDR26
30497	4	23	SDR26
30498	4	23	SDR26
30499	4	23	SDR26
31744	4	22	SDR26
31733	4	22	SDR26
31720	4	23	SDR26
31721	4	23	SDR26
31734	4	23	SDR26
31722	4	23	SDR26
31738	4	23	SDR26
31739	4	23	SDR26
31740	4	23	SDR26
31718	4	21	SDR26
31719	4	21	SDR26
31742	4	33	SDR26
31743	4	59	SDR26
31723	4	51	SDR26
31724	4	33	SDR26
31725	4	33	SDR26
31741	4	35	SDR26
31726	4	35	SDR26
31727	4	35	SDR26
31728	4	35	SDR26
31729	4	35	SDR26

Service Laterals continued:

Service Structure	Diameter (in)	Length (ft)	Pipe Material
31730	4	35	SDR26
31735	4	35	SDR26
31736	4	35	SDR26
31731	4	35	SDR26
31732	4	35	SDR26
31737	4	37	SDR26
31745	4	36	SDR26

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**STAFF REPORT**

**To:** Board of Directors  
**From:** Carie Huff, District Engineer  
**Cc:** Josh Lelko, Engineering Technician  
**Subject:** Acceptance of the Bill of Sale for Sewer Improvements within the Villages at Civic Center  
**Meeting Date:** May 7, 2020

---

**Overview**

The Villages at Civic Center improvements are located in Rocklin to the northeast of the intersection of Woodside Loop and Evelyn Avenue. The Villages at Civic Center project consists of 65 single-family residential homes for a total of 65 EDUs. The Villages at Civic Center improvements include the following infrastructure:

- Installation of two thousand, four hundred and eighty-seven (2,487) linear feet of sanitary sewer pipe;
- Installation of sixteen (15) manholes;
- Installation of one (1) flushing branch; and
- Installation of one thousand, one hundred and sixty-three (1,163) feet of lower laterals.

**Recommendation**

Staff recommends that the Board of Directors accept the attached Bill of Sale for the Villages at Civic Center improvements.

**Strategic Plan Goal**

This action is consistent with SPMUD Strategic Plan Goals:

- Goal 1.1: Engage Customers to determine expectations.
- Goal 1.2: Establish and meet Service Level(s) by Department.
- Goal 3.1: Plan all projects to ensure adherence to District standards and ordinances.

**Fiscal Impact**

The estimated value of the contributed capital is \$1,232,457.

**Attachments:**

1. Bill of Sale
2. Map – Villages at Civic Center
3. Villages at Civic Center Asset Inventory



BILL OF SALE


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

Villages at Civic Center

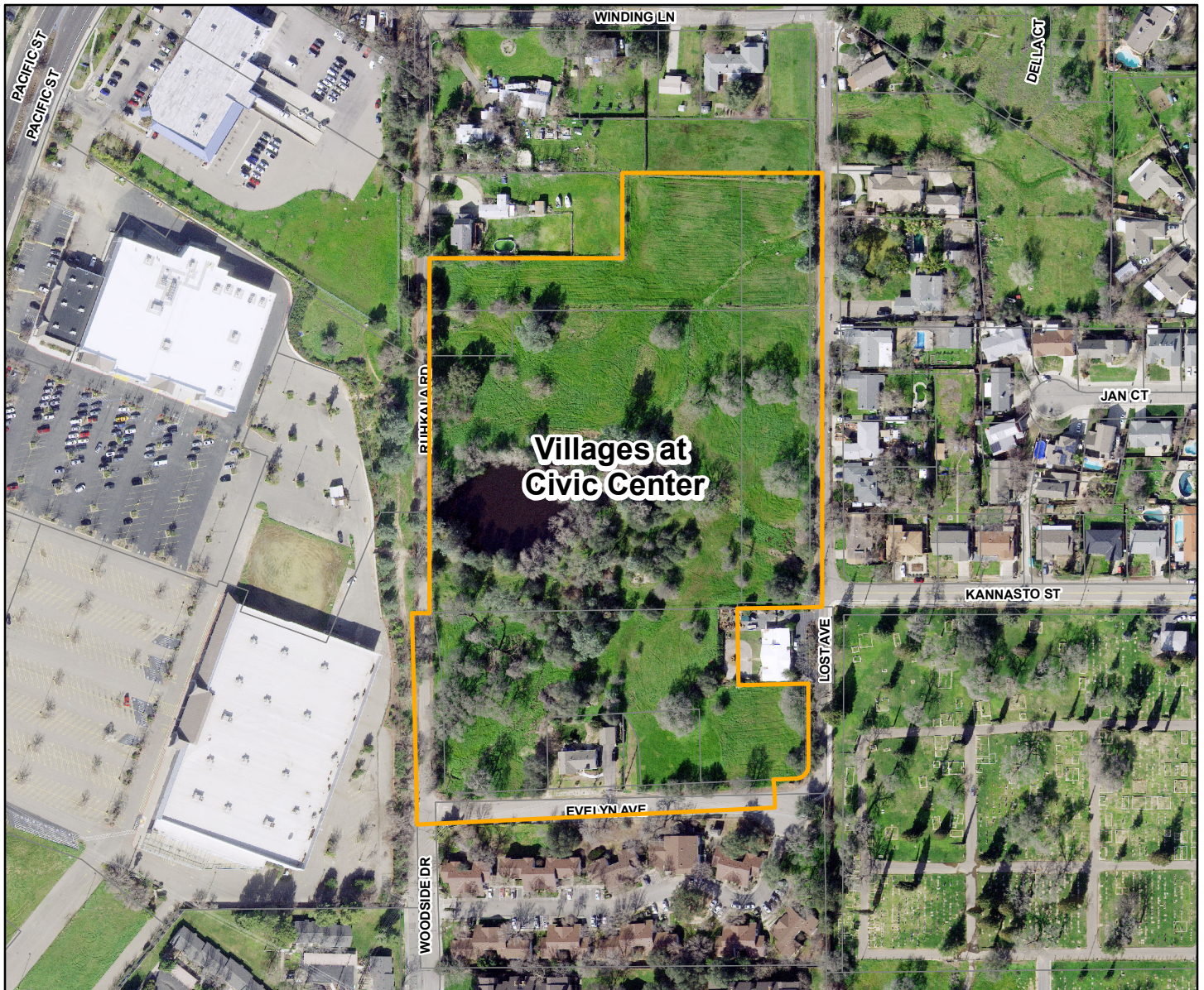
Grantor herein does hereby warrant and guarantee to SOUTH PLACER MUNICIPAL UTILITY DISTRICT that all of the personal property described herein consisting of sewer pipes, lines, mains, manholes, and appurtenances are free and clear of all mechanics liens and encumbrances of any type, nature or description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

Dated this April 13, 2020

By: (Riverland Homes, Inc.)

  
Signature

TANNER JUDKINS  
Name (Tanner Judkins, CFO)



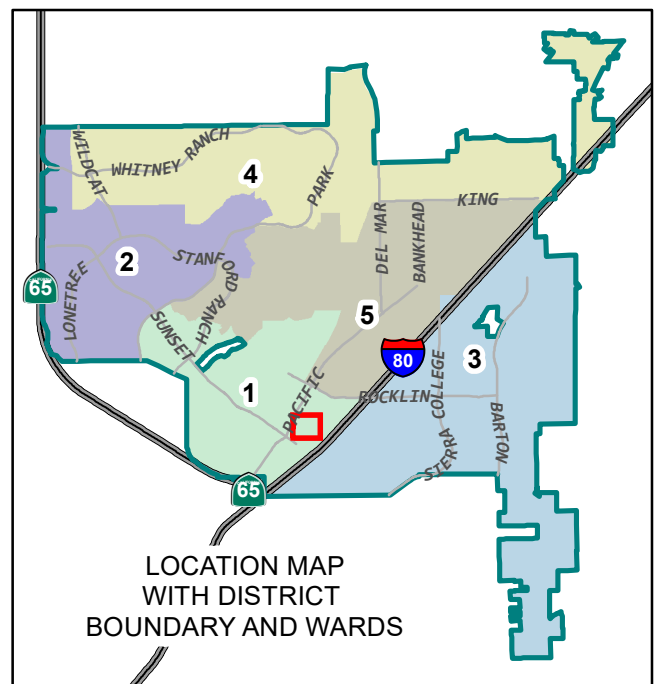
0 100 200 Feet  
 1 in = 250 ft



# Villages at Civic Center

**65 EDUs**

Date: 4/28/2020  
 Author: Curtis Little  
 Document Path:  
 G:\spmud\_gis\mxd\Curtis\Bill Of Sale  
 Maps\2020\MXD\Villages.mxd



LOCATION MAP  
 WITH DISTRICT  
 BOUNDARY AND WARDS

Mainline:

Pipe ID	Diameter	Material	Length (ft)
I08-F07	6	SDR26	29
I08-095	6	SDR26	397
I08-096	6	SDR26	114
I08-094	6	SDR26	56
I08-093	6	SDR26	179
I08-092	6	SDR26	427
I08-091	6	SDR26	24
I08-090	6	SDR26	255
I08-089	6	SDR26	59
I08-088	6	SDR26	75
I08-087	6	SDR26	41
I08-086	6	SDR26	156
I08-085	6	SDR26	138
I08-083	10	SDR26	203
I08-084	10	SDR26	338

Manholes and Flushing Branches:

Manhole ID	Structure Type	Diameter (in)
I08-009	Manhole	48
I08-083	Manhole	48
I08-084	Manhole	48
I08-085	Manhole	48
I08-086	Manhole	48
I08-087	Manhole	48
I08-088	Manhole	48
I08-089	Manhole	48
I08-090	Manhole	48
I08-091	Manhole	48
I08-092	Manhole	48

Manholes and Flushing Branches continued:

Manhole ID	Structure Type	Diameter (in)
I08-093	Manhole	48
I08-094	Manhole	48
I08-095	Manhole	48
I08-096	Manhole	48
I08-F07	Flushing Branch	6

Service Laterals:

Service Structure	Diameter (in)	Length (ft)	Pipe Material
31032	4	16	SDR26
31033	4	38	SDR26
31034	4	28	SDR26
31035	4	28	SDR26
31036	4	8	SDR26
31037	4	7	SDR26
31038	4	7	SDR26
31039	4	6	SDR26
31040	4	13	SDR26
31041	4	15	SDR26
31042	4	16	SDR26
31043	4	12	SDR26
31044	4	12	SDR26
31045	4	21	SDR26
31046	4	25	SDR26
31047	4	25	SDR26
31048	4	24	SDR26
31049	4	13	SDR26
31050	4	13	SDR26
31051	4	13	SDR26
31052	4	13	SDR26

Service Laterals continued:

Service Structure	Diameter (in)	Length (ft)	Pipe Material
31053	4	13	SDR26
31054	4	13	SDR26
31055	4	13	SDR26
31056	4	13	SDR26
31057	4	13	SDR26
31058	4	13	SDR26
31059	4	13	SDR26
31060	4	13	SDR26
31061	4	13	SDR26
31062	4	13	SDR26
31063	4	24	SDR26
31064	4	24	SDR26
31065	4	24	SDR26
31066	4	24	SDR26
31067	4	24	SDR26
31068	4	24	SDR26
31069	4	24	SDR26
31070	4	24	SDR26
31071	4	24	SDR26
31072	4	24	SDR26
31073	4	24	SDR26
31074	4	24	SDR26
31075	4	24	SDR26
31076	4	13	SDR26
31077	4	13	SDR26
31078	4	13	SDR26
31079	4	13	SDR26
31080	4	13	SDR26
31081	4	13	SDR26

Service Laterals continued:

Service Structure	Diameter (in)	Length (ft)	Pipe Material
31082	4	13	SDR26
31083	4	13	SDR26
31084	4	13	SDR26
31085	4	13	SDR26
31086	4	13	SDR26
31087	4	13	SDR26
31088	4	13	SDR26
31089	4	24	SDR26
31090	4	24	SDR26
31091	4	24	SDR26
31092	4	24	SDR26
31093	4	13	SDR26
31094	4	13	SDR26
31095	4	13	SDR26
31096	4	13	SDR26

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**STAFF REPORT**

**To:** Board of Directors

**From:** Emilie Costan, Administrative Services Manager

**Cc:** Herb Niederberger, General Manager

**Subject:** Resolution 20-12 – Addendum to the Professional Services Agreement with Mann, Urrutia, Nelson, CPAs and Associates LLP dated February 21, 2017 to extend Auditing Services through Fiscal Year 21/22

**Meeting Date:** May 7, 2020

---

**Overview**

California Government Code §26909 requires all Special Districts to undergo an annual, independent financial audit conducted by the County Auditor or a Certified Public Accountant. On February 21, 2017, the South Placer Municipal Utility District (District) entered into a three-year contract with Mann, Urrutia, Nelson, CPAs and Associates LLP (MUNCPAS) to provide auditing services for Fiscal Years 16/17, 17/18, and 18/19. MUNCPAS provided these auditing services per the scope of work, time of performance, and pricing specified in the February 21, 2017 agreement. MUNCPAS has proposed an extension for the next three years with no increase to the pricing. Pricing for Fiscal Years 19/20, 20/21, and 21/22 would continue to be \$58,200, bringing the six-year contract total to \$116,400.

Staff is please with the work that MUNCPAS has performed for the District and wishes to continue the working relationship.

**Recommendation**

Staff recommends that the Board of Directors approve Resolution 20-20 that authorizes the General Manager to execute Addendum 1 (attached) to extend the Professional Services Agreement with Mann, Urrutia, Nelson, CPAs and Associates LLP for Auditing Services through Fiscal Year 21/22.

**Strategic Plan Goals**

This action is consistent with SPMUD Strategic Plan Goals:

Goal 2.2: Maintain compliance with pertinent regulations

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

**Related District Ordinances and Policies**

Policy #3150 – Purchasing

Policy # 4048 – District General Counsel & Auditor

Policy # 3115 – Fixed Asset Capitalization & Accounting Control

**Fiscal Impact**

The cost, not to exceed \$19,400 annually, is consistent with the amount budgeted for auditing services in prior years. The expense will be paid out of the General Fund, Fund 100.

**Attachments**

1. Resolution 20-12 - Addendum to the Professional Services Agreement with Mann, Urrutia, Nelson, CPAs and Associates LLP dated February 21, 2017 to extend Auditing Services through Fiscal Year 21/22
2. Professional Services Agreement Addendum 1 with Mann, Urrutia, Nelson, CPAs and Associates LLP
3. Mann, Urrutia, Nelson, CPAs and Associates LLP Planning Communications Letter



**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**RESOLUTION NO. 20-12**

**ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT WITH MANN, URRUTIA, NELSON,  
CPAS AND ASSOCIATES LLP DATED FEBRUARY 21, 2017 TO EXTEND AUDITING SERVICES  
THROUGH FISCAL YEAR 21/22**

WHEREAS, California Government Code §26909 requires Special Districts to undergo an annual, independent financial audit conducted by the County Auditor or a Certified Public Accountant; and

WHEREAS, the California Municipal Utilities District Act §11938 requires South Placer Municipal Utility District to file an annual financial report showing the results of operations for each preceding fiscal year; and

WHEREAS, South Placer Municipal Utility District awarded a contract to Mann, Urrutia, Nelson, CPAs and Associates LLP on February 21, 2017 for Auditing Services for Fiscal Years 16/17, 17/18, and 18/19, and

WHEREAS, Mann, Urrutia, Nelson, CPAs and Associates LLP has extended the three-year pricing of \$58,200 with no increase for Auditing Services for Fiscal Years 19/20, 20/21, and 21/22, bringing the contract total to \$116,400, and

WHEREAS, District Policy 3150 – Purchasing, requires Board authorization for the General Manager to approve purchases greater than \$50,000.

NOW, THEREFORE BE IT RESOLVED, the South Placer Municipal Utility District Board of Directors authorizes the General Manager to execute Addendum 1 (attached) to extend the Professional Services Agreement with Mann, Urrutia, Nelson, CPAs and Associates LLP for Auditing Services through Fiscal Year 21/22.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 7<sup>th</sup> day of May 2020.

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

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



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

**PROFESSIONAL SERVICES AGREEMENT ADDENDUM 1**

**AGREEMENT TERM:** 3 years

**EXECUTED:**

Provide Professional Services for the project know as:

Auditing Services for Fiscal Years 16/17 through 21/22

**DISTRICT:** South Placer Municipal Utility District

**DISTRICT REPRESENTATIVE:** Emilie Costan, Administrative Services Manager  
(916) 786-8555; ecostan@spmud.ca.gov

**CONTRACTOR:** Mann, Urrutia, Nelson, CPAs and Associates LLP

**CONTRACTOR REPRESENTATIVE:** Justin Williams, CPA, Partner  
(916) 929-0540; jjw@muncpas.com

**SERVICES:**

Extend agreement term to include option for auditing services for fiscal years 19/20, 20/21, and 21/22.

Upon receipt of the signed Notice of Award, the undersigned agrees to complete the work specified in the original agreement dated February 21, 2017 in strict accordance with the General Provisions and the pricing and specified time frame in the attached proposal and incorporated herein.

Original Agreement amount: Not to exceed \$58,200.

Addendum 1 Agreement amount: Not to exceed \$58,200.

**Total agreement amount shall not exceed: \$116,400.**

This includes all applicable taxes and fees. Proof of insurance, as described in the General Provisions, has been provided to the District.

Name and Address of Bidder:  
Mann, Urrutia, Nelson, CPAs and  
Associates LLP 1760 Creekside Oaks Drive  
Suite 160 Sacramento, CA 95833  
(916) 929-0540

Signature of person authorized to sign:

\_\_\_\_\_

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**NOTICE OF AWARD (This section for District use only)**

You are directed to proceed with the work upon receipt of this award.

Print Name: H.E. Niederberger

Title: General Manager

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## GENERAL PROVISIONS

1. **SCOPE OF SERVICES:** Contractor shall do all work, attend all meetings, and carry out all activities necessary to complete all services described in the original agreement and attached proposal included as part of this Agreement. This Agreement and its exhibits, attached or incorporated by reference, shall be known as the “Agreement Documents.” The Contractor enters into this Agreement as an independent contractor and not as an employee of the District.
2. **TIME OF PERFORMANCE:** The services are to commence upon execution and receipt of this Agreement and shall be completed in a prompt and timely manner in accordance with the conditions of the Agreement.
3. **COMPENSATION:** Payments shall be paid upon completion of services for a total amount not to exceed \$58,200.00. The District reserves the right to perform any of these services with its own staff or to retain other contractors to perform the services.
4. **TERMINATION:** This Agreement may be terminated, without cause, at any time by the District or Contractor upon ten days written notice. Contractor shall be compensated for all services provided for in the Agreement to that date. District shall be entitled to all work created pursuant to the Agreement.
5. **CHANGES:** District or Contractor may request changes to the scope of services to be performed. Such changes must be authorized in advance by the District in writing. Mutually agreed to changes shall be incorporated in written amendments to this Agreement.
6. **PROPERTY OF THE DISTRICT:** It is mutually agreed that all work done, or materials prepared under this Agreement shall become the property of the District.
7. **CONFIDENTIALITY:** During performance of this Agreement, the contractor may gain access to and use District information. The contractor agrees to protect all District Information and treat it as strictly confidential, and further agrees that they shall at no time, either directly or indirectly, divulge, disclose or communicate in any manner any District information to any third party without the prior written consent. In addition, the contractor shall comply with all policies governing the use of the District network and technology systems.
8. **WARRANTY:** Contractor warrants that it has the expertise or has experts available to perform the services set forth in this Agreement in a manner consistent with accepted standards of its profession. It warrants that it will perform said services in a legal manner in conformance with all applicable laws and guidelines.
9. **CERTIFICATE OF COMPLIANCE WITH LABOR CODE 3700:** Section 3700 of the Labor Code requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and the Contractor will comply with such provisions before commencing with any work of this Agreement.
10. **INTEREST IN AGREEMENT:** Contractor covenants that neither it nor any of its employees has an interest in this Agreement which would conflict in any manner or degree with the performance of its services hereunder.

11. NEGLIGENCE: Contractor shall be responsible for performing the work in a safe and skillful manner consistent with generally accepted standards and shall be liable for its own negligence and the negligent acts of its employees. District shall have no right of control over the manner in which the work is done but only as to its outcome and shall not be charged with the responsibility of preventing risk to any of Contractor's employees.
12. INDEMNITY: Contractor shall indemnify, defend, and hold harmless the District, its officers, officials, agents and employees from and against any and all claims, costs, losses and expenses arising out of or in connection with the performance of work or failure to comply with the obligations contained in the Agreement Documents, except such loss or damage which was caused by the active negligence or willful misconduct of the District.
13. INSURANCE: Contractor shall not commence with any work before obtaining and shall maintain in force at all times during the term of this Agreement, the policies of insurance as specified by the District and incorporated herein by this reference.
14. FACILITIES AND EQUIPMENT: Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for the contractor to perform services pursuant to this Agreement.
15. MISCELLANEOUS PROVISIONS:
  - A. Contractor shall designate a Project Manager, as it's representative in all matters relating to the Agreement. The project manager shall remain in such capacity unless and until he is removed at the request of the District or replaced with the written permission of the District.
  - B. Contractor shall not engage in unlawful employment discrimination.
  - C. Information received from the contractor will be disclosed upon receipt of a request under the California Public Records Act; however, if any information is set apart and clearly marked "trade secret" when provided to the District, the District shall give notice of any request for disclosure. The contractor shall have five (5) days from the date of notification to enter into an agreement with the District, providing for the defense of, and complete indemnification and reimbursement of all costs incurred by the District in any legal action to compel disclosure of the information. The contractor shall have sole responsibility for defense of the "trade secret" designation.
  - D. This Agreement and its exhibits constitute the entire agreement between the parties relative to the services herein and no modifications shall be effective unless and until such modification is in writing and signed by both parties.
  - E. Contractor shall maintain and make available to the District accurate records of all its costs and receipts with respect to any work under this Agreement for six months after the final payment under this Agreement.

# **COST PROPOSAL**

TO PROVIDE AUDIT SERVICES

## **SOUTH PLACER MUNICIPAL WATER DISTRICT**

APRIL 21, 2020



**MANN URRUTIA NELSON CPA'S & ASSOCIATES, LLP**

**CONTACT JUSTIN WILLIAMS, CPA, PARTNER  
JJW@MUNCPAS.COM**

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SACRAMENTO OFFICE • 1760 CREEKSIDE OAKS DR., SUITE 160 • SACRAMENTO, CA 95833  
O.916.929.0540 • F.916.929.0541

**[WWW.MUNCPAS.COM](http://WWW.MUNCPAS.COM)**



April 21, 2020

Herb Niederberger, General Manager  
 South Placer Municipal Utility District  
 5807 Springview Drive  
 Rocklin, CA 95677

Dear Herb,

On behalf of our partners and staff of MUN CPAs, I am pleased to present our Cost Proposal to extend audit services to the South Placer Municipal Utility District. We greatly value the relationship that our firm and your District has fostered and are more than happy to continue this growth. As we have performed audit services for the District since the year ended June 30, 2017, we fully understand the audit requirements, as well as your expectations.

Our fees are based on estimated hours and hourly rates, determined by each professional’s level of experience. We hereby submit the following Cost Proposal to the South Placer Municipal Utility District for the years ending June 30, 2020 through June 30, 2022.

Sincerely,

  
 Justin Williams, CPA  
 Partner

FEEs FOR SERVICES

Service	6/30/20	6/30/21	6/30/22
District Audit and CAFR preparation	\$15,500	\$15,500	\$15,500
State Controller’s Report	900	900	900
Single audit, if required	3,000	3,000	3,000
Management Letter	Included	Included	Included
<b>Total Fees</b>	<b>\$19,400</b>	<b>\$19,400</b>	<b>\$19,400</b>

SCHEDULE OF PROFESSIONAL FESS FOR  
ADDITIONAL SERVICES

MUN CPAs may also furnish other accounting services, which may include advisory and system accounting services as requested by the South Placer Municipal Utility District. If the District requests additional services, either to supplement the services requested or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the District and MUN CPAs. Any such additional work agreed to between the District and MUN CPAs shall be performed at the quoted hourly rates listed below:

Staff Level	Standard Hourly Rate
Partners	\$275
Managers	190
Senior Staff	150
Staff	130







April 28, 2020

Board of Directors and Management  
South Placer Municipal Utility District

We are engaged to audit the financial statements of the business-type activities and each major fund of South Placer Municipal Utility District for the year ended June 30, 2020. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibilities under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards* and the Uniform Guidance.

As stated in our engagement letter dated April 28, 2020, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider South Placer Municipal Utility District's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether South Placer Municipal Utility District's financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also in accordance with the Uniform Guidance, we will examine, on a test basis, evidence about South Placer Municipal Utility District's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on South Placer Municipal Utility District's compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the South Placer Municipal Utility District's compliance with those requirements.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to management's discussion and analysis, the GASB required supplementary other post-employment benefits information and the GASB required pension information, which supplement the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the Schedule of Expenditures of Federal Awards, Schedule of Operating Expenses, and the Schedule of Operations-Budget and Actual, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on Introductory Section of the Comprehensive Annual Financial Report, and the Statistical Section of the Comprehensive Annual Financial Report, which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

Planned Scope, Timing of the Audit, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

Justin Williams is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Board of Directors and management of the South Placer Municipal Utility District and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,



Mann, Urrutia, Nelson, CPAs & Associates, LLP

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
RESOLUTION NO. 20-13  
A RESOLUTION COMMENDING HENRY LORTON**

WHEREAS, Mr. Henry Lorton, Inspector of the Technical Services Department is retiring after twenty-three years of outstanding service to the South Placer Municipal Utility District; and

WHEREAS, Henry has been a devoted employee beginning as a Maintenance Worker in the Field Services Department and promoting to an Inspector in the Technical Services Department; and

WHEREAS, the District has greatly benefitted from Henry's knowledge, experience, dedication, dependability, courage, integrity, and humor; and

WHEREAS, Henry exemplifies the District's core values - integrity, stewardship, service, and quality; and

WHEREAS, after twenty-three years of committed service, Henry will be retiring from the District on May 15, 2020,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SOUTH PLACER MUNICIPAL UTILITY DISTRICT:

That this Board does hereby extend to Henry Lorton our sincere appreciation for his dedicated service to the South Placer Municipal Utility District,

PASSED AND ADOPTED at a regular meeting of the Board of Directors of South Placer Municipal Utility District this 7<sup>th</sup> day of May 2020, by unanimous vote:

Signed:

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

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

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
RESOLUTION NO. 20-14  
A RESOLUTION COMMENDING SAM ROSE UPON HIS  
RETIREMENT**

WHEREAS, Mr. Sam Rose, District Superintendent, is retiring after thirty-four years of outstanding service to the South Placer Municipal Utility District; and

WHEREAS, Sam joined the District full-time in 1986 as a Maintenance Worker, after initially being hired as a Temporary Laborer, and was subsequently promoted to Inspector (1989), Field Services Technician (1998), Construction Projects Administrator (2004), Construction Manager (2006), Technical Services Manager (2010) and now District Superintendent (2015); and

WHEREAS, during this time, Sam went back to college and obtained a Bachelor of Arts in Sociology with a Minor in Business Administration from California State University – Sacramento; and

WHEREAS, during his career, Sam has been instrumental in numerous District initiatives that have increased efficiency, safety, regulatory compliance and professionalism at the District; and

WHEREAS, the District has benefitted greatly from Sam’s knowledge, experience, dedication and integrity; and

WHEREAS, after thirty-four years of outstanding service, Sam will be retiring from the District on May 12, 2020,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SOUTH PLACER MUNICIPAL UTILITY DISTRICT:

That this Board does hereby extend to Sam Rose its sincere appreciation for his dedicated service to the South Placer Municipal Utility District,

PASSED AND ADOPTED at a regular meeting of the Board of Directors of South Placer Municipal Utility District this 7<sup>th</sup> day of May 2020, by unanimous vote:

Signed:

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

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

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors

**From:** Carie Huff, District Engineer

**Cc:** Herb Niederberger, General Manager

**Subject:** Deferred Remedial Action and Reimbursement Agreement with Newcastle Fire District for Newcastle Fire Station Project

**Meeting Date:** May 7, 2020

---

The Newcastle Fire District (Fire District), a California Fire Protection District, is in the process of constructing a new fire station. Phase I of the fire station project consisted of substantial grading and preparation of the site. Phase I also included construction of new sewer in preparation for Phase II improvements. The Phase I sewer improvements were accepted by SPMUD on September 6, 2018. During warranty CCTV inspection on July 16, 2019, a SPMUD crew observed damage to an existing pipe as a result of the substantial grading activities performed during Phase I of the project. SPMUD informed the Fire District of the need to repair the damaged pipe on July 17, 2019. The Fire District requested a deferment of the remedial action to repair the damaged/deformed pipe since the ultimate build-out of the project will allow for the damaged pipe to be abandoned. Abandonment of the pipe is the best course of action for both SPMUD and the Fire District as it is a substandard pipe and not easily accessible.

The SPMUD Board of Directors approved the deferred remedial action agreement on September 5, 2019. Subsequently, the Fire District broke out the public sewer improvements and solicited bids for emergency work to complete the work. However, the bids came in higher than expected, and due to cash flow issues, it is over the Fire District's budget. The Fire District anticipates that if the public sewer improvements are constructed along with the remainder of the Phase II site work, savings will be realized due to an economy of scale. In addition, the Fire District requested financial assistance from SPMUD since the public sewer improvements directly benefit SPMUD with the replacement of sub-standard sewer facilities with limited access. The deferred remedial action agreement was never executed by the Fire District so SPMUD's legal counsel incorporated the financial component into the previously approved agreement. The Fire District approved and signed the deferred remedial action and reimbursement agreement at their March 15<sup>th</sup> board meeting. Phase II of the project is anticipated to begin in 2020.

SPMUD budgets approximately \$200,000 annually for Newcastle system improvements (Fund 100). To date, SPMUD has not spent the money budgeted in the 2019-2020 fiscal year and proposes to contribute up to one-third of the cost for construction of the public sewer improvements associated with the Newcastle Fire Station, not to exceed \$100,000.

**Recommendation**

Staff requests the Board adopt Resolution 20-15 authorizing the General Manager to execute the Deferred Remedial Action and Reimbursement Agreement with Newcastle Fire 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

**Fiscal Impact**

The maximum amount of participation by the District will be \$100,000 paid for out of Fund 100.

**Attachments:**

1. Resolution 20-15 – Deferred Remedial Action and Reimbursement Agreement between the South Placer Municipal Utility District and the Newcastle Fire District
2. Deferred Remedial Action and Reimbursement Agreement between South Placer Municipal Utility District and Newcastle Fire District

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**RESOLUTION NO. 20-15**

**DEFERRED REMEDIAL ACTION AND REIMBURSEMENT AGREEMENT  
BETWEEN THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
AND THE NEWCASTLE FIRE 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 Newcastle Fire District (Fire District) property, and

WHEREAS, SPMUD accepted the sewer facilities constructed as part of Phase I of the Newcastle Fire Station project on September 6, 2018, and

WHEREAS, SPMUD discovered sewer facilities damaged during construction of Phase I of the Newcastle Fire Station during the warranty inspection on July 16, 2019, and

WHEREAS, SPMUD notified the Fire District of the damage caused by construction and informed the Fire District of the need to repair the damage on July 17, 2019, and

WHEREAS, the Fire District acknowledges the deformation in the sewer main was caused by grading of its property, and accepts responsibility for the correction and repair of the deformation in the SPMUD main line, and

WHEREAS, Phase II of the Newcastle Fire Station project includes the construction of new sewer that will allow the damaged sewer main to be abandoned, and Phase II of the project is scheduled to begin in 2020, and

WHEREAS, the Fire District has requested deferment of the remedial action to the damaged pipe since it will be abandoned with the completion of Phase II and because repair of the damaged pipe may impact the grading work completed during Phase I, and

WHEREAS, SPMUD is willing to defer the necessary remedial action through an agreement with the Fire District, and

WHEREAS, SPMUD is willing to participate in the construction costs for one-third (1/3) of

the construction costs solely related to the public sewer improvements within Old State Highway up to \$100,000.

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 into the attached Deferred Remedial Action and Reimbursement Agreement with the Newcastle Fire District.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 7<sup>th</sup> day of May 2020.

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

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



## **DEFERRED REMEDIAL ACTION AND REIMBURSEMENT AGREEMENT**

This Deferred Remedial Action and Reimbursement Agreement (“Agreement”) is made and entered into to be effective as of the \_\_\_\_\_ day of April, 2020 (the “Effective Date”) by and between the South Placer Municipal Utility District (“SPMUD”), a California Municipal Utility District, and the Newcastle Fire Protection District, a California Fire Protection District (“District”). SPMUD and District may sometimes be referred to individually as “Party” or collectively as “Parties” throughout this Agreement.

### **RECITALS**

**WHEREAS**, District owns the real property upon which a new fire station is being constructed, located in Newcastle, California and identified in the Official Records of the County of Placer at APN 040-179-014-000 (hereinafter the “Property”), as shown in Exhibit “A” attached hereto, which Property is located within the exterior boundaries of the South Placer Municipal Utility District (“SPMUD”); and

**WHEREAS**, District engaged a contractor to complete grading activities in connection with the construction of the Newcastle Fire Station on the Property (hereinafter referred to as the “Project”). Upon the completion of the grading of the Property in the first phase of the construction of the fire station, it was discovered that there was a deformation in an existing SPMUD main line (the “Existing Sewer Main”) adjacent to and underlying the Property. A map depicting the portion of the damaged segment is attached hereto as Exhibit “B”; and

**WHEREAS**, the District intends to install a new SPMUD main line (the “New Sewer Main”) in conjunction with the onsite sewer work (the “Private Sewer Facilities”) in order to complete the Project, as set forth in the District's plans for the Project and as depicted in Exhibit “C” hereto, whereupon the Existing Sewer Main will be abandoned by the District in compliance with all SPMUD standards and specifications; and

**WHEREAS**, the District has prepared engineering plans, approved by SPMUD, that include the New Sewer Main in the Project, which the District intends to put out to public bid; and

**WHEREAS**, the construction of the New Sewer Main directly benefits SPMUD with the replacement and/or upgrade of existing sub-standard sewer infrastructure with limited access located within the construction area of the Project; and

**WHEREAS**, both the District and SPMUD desire that SPMUD participate in the construction of the Project by reimbursing the District for a portion of the Project cost under the terms and conditions set forth below; and

**WHEREAS**, in the event the District does not complete the installation of the New Sewer Main within two (2) years of the date of this Agreement, the District will repair or replace the Existing Sewer Main at no cost to SPMUD and will be liable for all attendant costs associated therewith, in accordance with the terms and conditions of this Agreement.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises herein contained, it is hereby agreed by and between SPMUD and the District as follows:

1. **Recitals**

The Recitals herein are expressly made a part of this Agreement.

2. **SPMUD Agreement to Reimburse District for the New Sewer Main Portion of the Project**

The District shall advertise and publicly bid the Project, including the New Sewer Main portion. Plans shall be subject to the approval of SPMUD, and shall be in accordance with all SPMUD ordinances, rules, regulations and specifications. SPMUD shall reimburse the District for one-third (1/3) of the construction costs solely related to the New Sewer Main portion of the Project, up to a maximum amount of \$100,000. Such reimbursement shall be made within 15 business days of receipt of billing by SPMUD from the District for completed and accepted construction work by the contractor on the New Sewer Main portion of the Project. Nothing herein shall require or obligate SPMUD to expend funds for any purpose unrelated to the construction of the New Sewer Main portion. All costs for the construction of the Private Sewer Facilities shall be the exclusive responsibility of the District.

3. **Agreement to Repair and/or Replace Damaged SPMUD Existing Sewer Main**

In the event the District does not complete the installation of the New Sewer Main within two (2) years of the date of this Agreement, the District agrees to repair and/or replace the Existing Sewer Main to SPMUD's satisfaction, and in accordance with SPMUD's specifications then in effect, which repair and/or replacement shall be completed by no later than July 1, 2022. Said repair and/or replacement of the Existing Sewer Main shall be at no charge or cost to SPMUD. Whether the Existing Sewer Main may be repaired, or shall require replacement, is within the sole and exclusive discretion of SPMUD, and District agrees to be bound by SPMUD's determination in that regard.

4. **SPMUD Repair and/or Replacement of the Existing Sewer Main**

If the District fails to repair and/or replace the Existing Sewer Main as provided herein, SPMUD may undertake to perform such work on its own, and shall charge District for all costs associated with said repair and/or replacement. District agrees to be responsible for the payment to SPMUD of any and all costs so incurred and to make payment to SPMUD within 60 days' of receipt of SPMUD's demand for payment.

5. **SPMUD May Collect Sewer Fees, Rates and Charges**

SPMUD shall be entitled to charge fees, rates and other charges to the extent permitted by law to provide sewer services to the Property consistent with fees, rates and other charges to provide services to the overall service area of the SPMUD. These fees, rates and charges, including regional

and local connection fees and participation fees, are established pursuant to SPMUD ordinances and resolutions, adopted by SPMUD pursuant to the authority vested in it by the Municipal Utility District Act, California Public Utilities Code section 11501 *et seq.* The Property and District shall be bound by all such SPMUD ordinances, resolutions and regulations, including, but not limited to, the imposition of penalties, interest and liens on the Property in the event of non-payment or late payment.

6. **Recording; Binding on Successors and Assigns**

A copy of this Agreement shall be recorded in the Official Records of the County of Placer within ten (days) after the Parties execute the Agreement, and thereafter SPMUD shall provide District with a copy of the recorded Agreement. The provisions of this Agreement shall constitute covenants which shall run with the Property and shall be binding upon and benefit the Parties and their successors and assigns.

7. **Miscellaneous**

7.1 **Entire Agreement**

This Agreement (including the Exhibits hereto) constitutes the entire understanding and agreement of the Parties relating to SPMUD's agreement regarding the subject matter hereof.

7.2 **Waiver**

No waiver of any right or remedy by a Party with respect to any occurrence or event under this Agreement shall constitute a continuing waiver or be deemed a waiver of any right or remedy in respect to any other or subsequent occurrence or event.

7.3 **Counterparts**

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

7.4 **Severability**

If any term, provision, covenant, or condition set forth in this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, covenants, and conditions shall continue in full force and effect to the extent that the basic intent of the Parties as expressed herein can be accomplished.

7.5 **Amendments**

All amendments to this Agreement shall be in writing and, if approved, must be signed by all Parties.

7.6 **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7.7. **Authority to Execute Agreement**

The person or persons executing this Agreement on behalf of District warrants and represents that they have the authority to execute this Agreement and the authority to bind the District to the performance of its obligations hereunder.

7.8. **Consent**

Where consent or approval of a Party hereto is required or necessary under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

7.9. **Interpretation of Agreement**

The Parties hereto have been represented by legal counsel in the preparation of this Agreement and no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend, or affect the meaning of the provision to which they pertain.

7.10. **No Joint Venture or Partnership**

SPMUD and District hereby renounce the existence of any form of joint venture, partnership or other association between SPMUD and District, and agree that nothing in this Agreement or in any document executed in conjunction this Agreement shall be construed as creating any such relationship between SPMUD and District.

7.11. **Indemnity**

District shall indemnify, defend and hold SPMUD and SPMUD's managers, officers, directors, agents and employees and their respective successors and assigns, free and harmless of and from any and all losses, costs, liabilities, claims, judgments, liens, damages and expenses, including, without limitation, reasonable attorneys', experts' and investigation fees and costs, arising out of or in any way related to injury to or death of persons or property or damage to any of SPMUD's sewer lines, infrastructure or equipment arising out of or in any way related to the repair or replacement of the Existing Sewer Main or the New Sewer Main.

7.12. **Attorneys' Fees**

Should any legal action be brought by any party for breach of this Agreement or to enforce any provisions herein, the prevailing party shall be entitled to reasonable attorneys' fees, court costs, and other costs as may be fixed by the Court. Attorneys' fees shall include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be

entitled to all other reasonable costs for investigating such actions, taking depositions and discovery, and all other necessary costs incurred in the litigation.

7.13. **Covenant of Good Faith and Fair Dealing**

No Party shall do anything which shall have the effect of injuring the right of another Party to receive the benefits of this Agreement or to do anything which would render its performance under this Agreement impossible. Each Party shall perform all acts contemplated by this Agreement to accomplish the objectives and purposes of this Agreement.

7.14. **Partial Invalidity Due to Governmental Action**

In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement, or formal action of any governmental jurisdiction other than SPMUD, prevent compliance with one or more provisions of this Agreement, the Parties agree that the provisions of this Agreement shall be modified or suspended only to the minimum extent necessary to comply with such laws or regulations.

7.15. **Further Actions and Instruments**

The Parties agree to provide reasonable assistance to each other and cooperate to carry out the intent and fulfill the provisions of this Agreement. Each of the Parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.

7.16. **No Third Party Beneficiaries**

This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right or action based upon any provision of this Agreement.

7.17. **Venue**

Any action arising out of this Agreement shall be brought in the Superior Court of Placer County, California, regardless of where else venue may lie.

7.18. **Time is of the Essence**

Time is of the essence of each and every provision of this Agreement.

7.19. **Notices**

All notices required or provided under this Agreement shall be in writing and shall be sent by (i) U.S. mail first class postage prepaid with return receipt requested, (ii) by overnight

courier or hand delivery, or (iii) by facsimile with original forwarded by U.S. mail, addressed as follows, with any email copies provided to the email addresses below:

Notice to SPMUD: South Placer Municipal Utility District  
Attention: General Manager  
5807 Springview Drive  
Rocklin, CA 95677  
Telephone: (916) 786-8555  
Facsimile: (916) 786-8553

Notice to District: Newcastle Fire Protection District  
Attention: Fire Chief  
P.O. Box 262  
Newcastle, CA 95658  
Telephone: (530) 878-0405  
Facsimile: (530) 878-0959

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first set forth above.

“SPMUD”

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

ATTEST:

By: \_\_\_\_\_  
SPMUD Secretary

By: \_\_\_\_\_  
General Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
SPMUD General Counsel

“DISTRICT”

NEWCASTLE FIRE PROTECTION  
DISTRICT, a California Fire Protection District

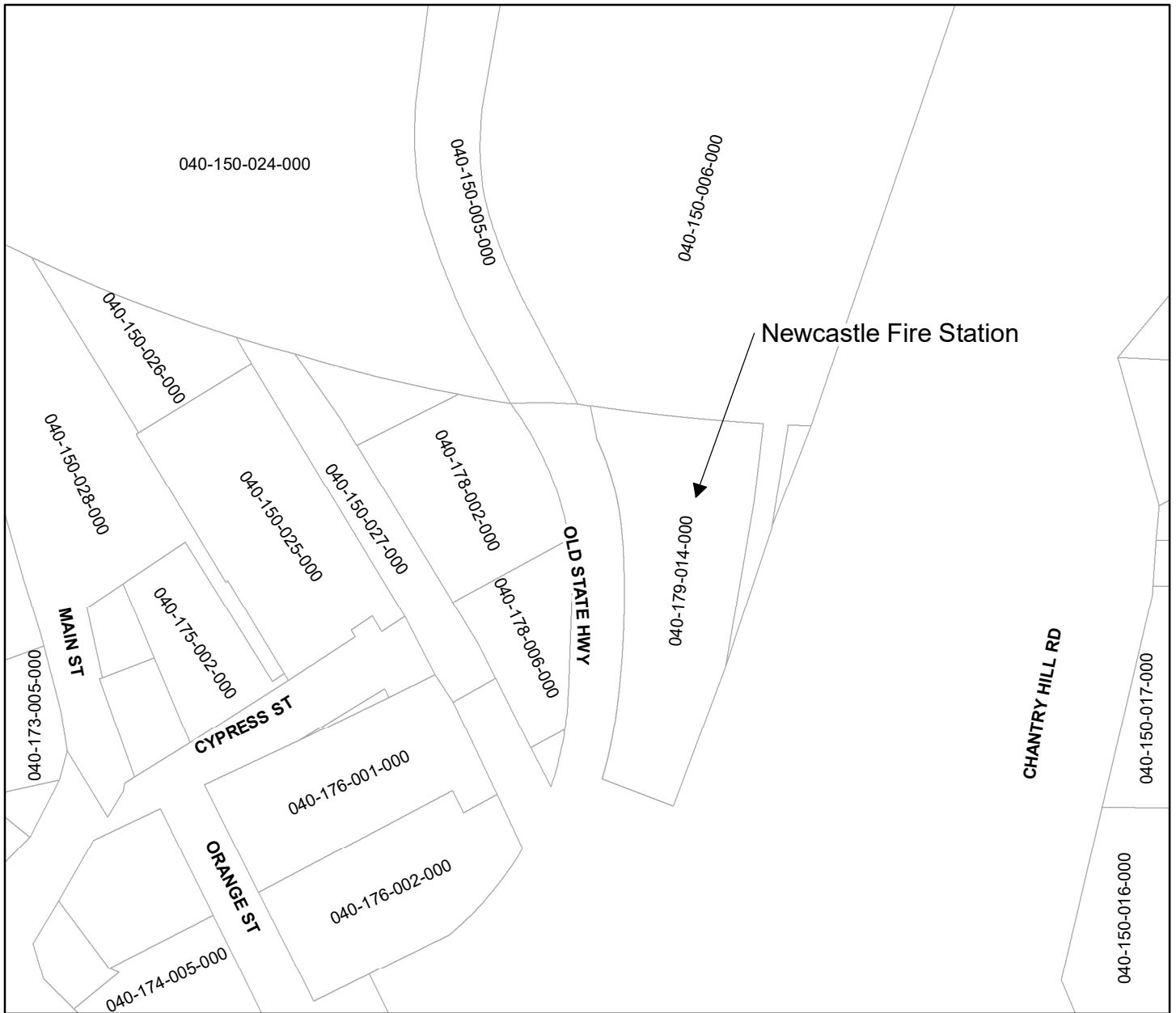
By: William Kahl

Name: William Kahl

Title: Board Chairman

Exhibits:

- A.
- B.
- C.

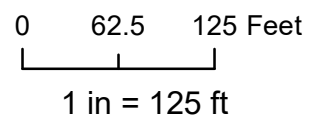


# Attachment A

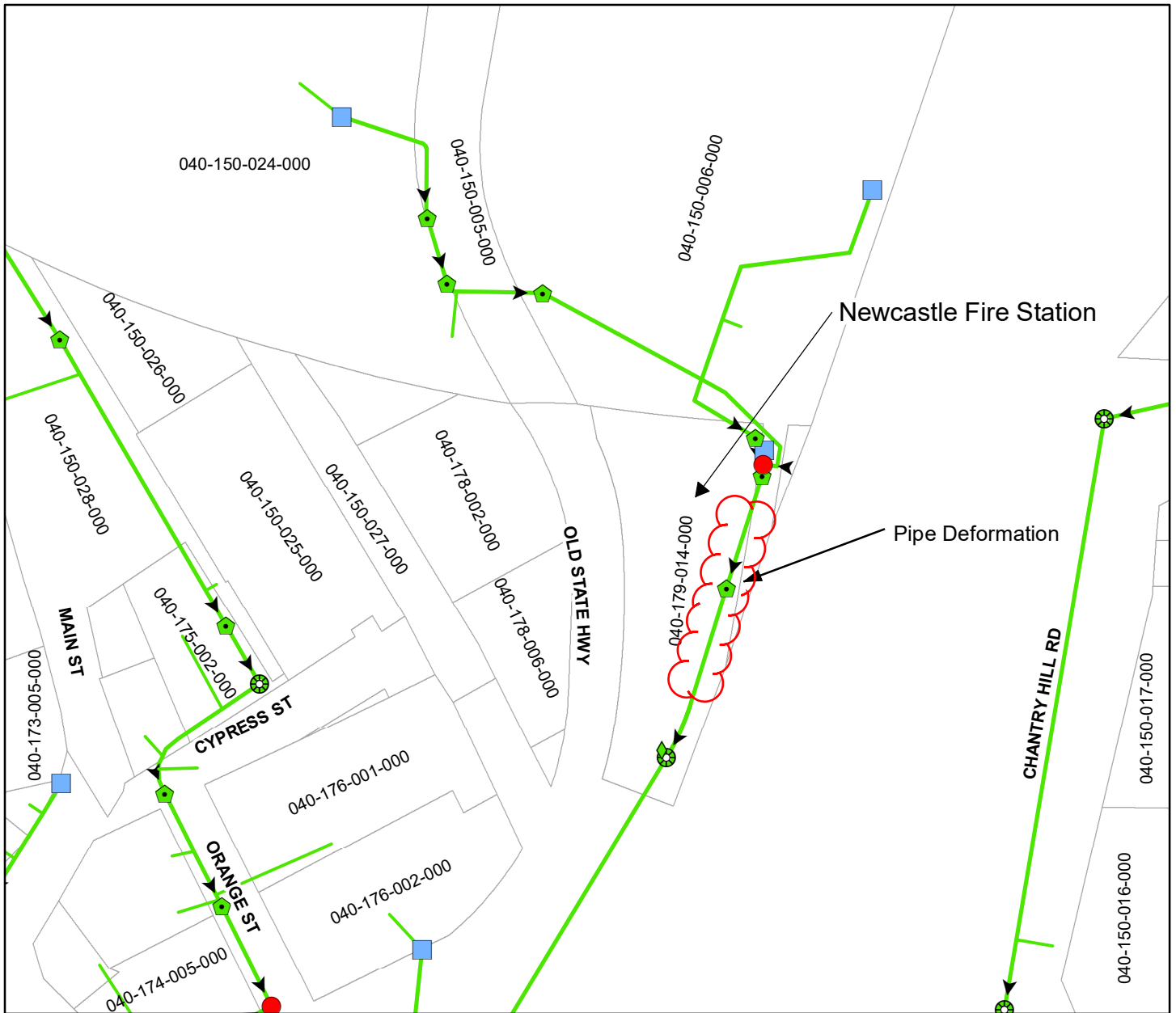
## Deferred Remedial Action and Reimbursement Agreement

**9358 Old State Highway  
040-179-014-000**

Date: 3/20/2020  
 Author: Curtis Little  
 Document Path:  
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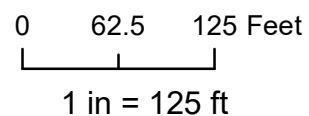


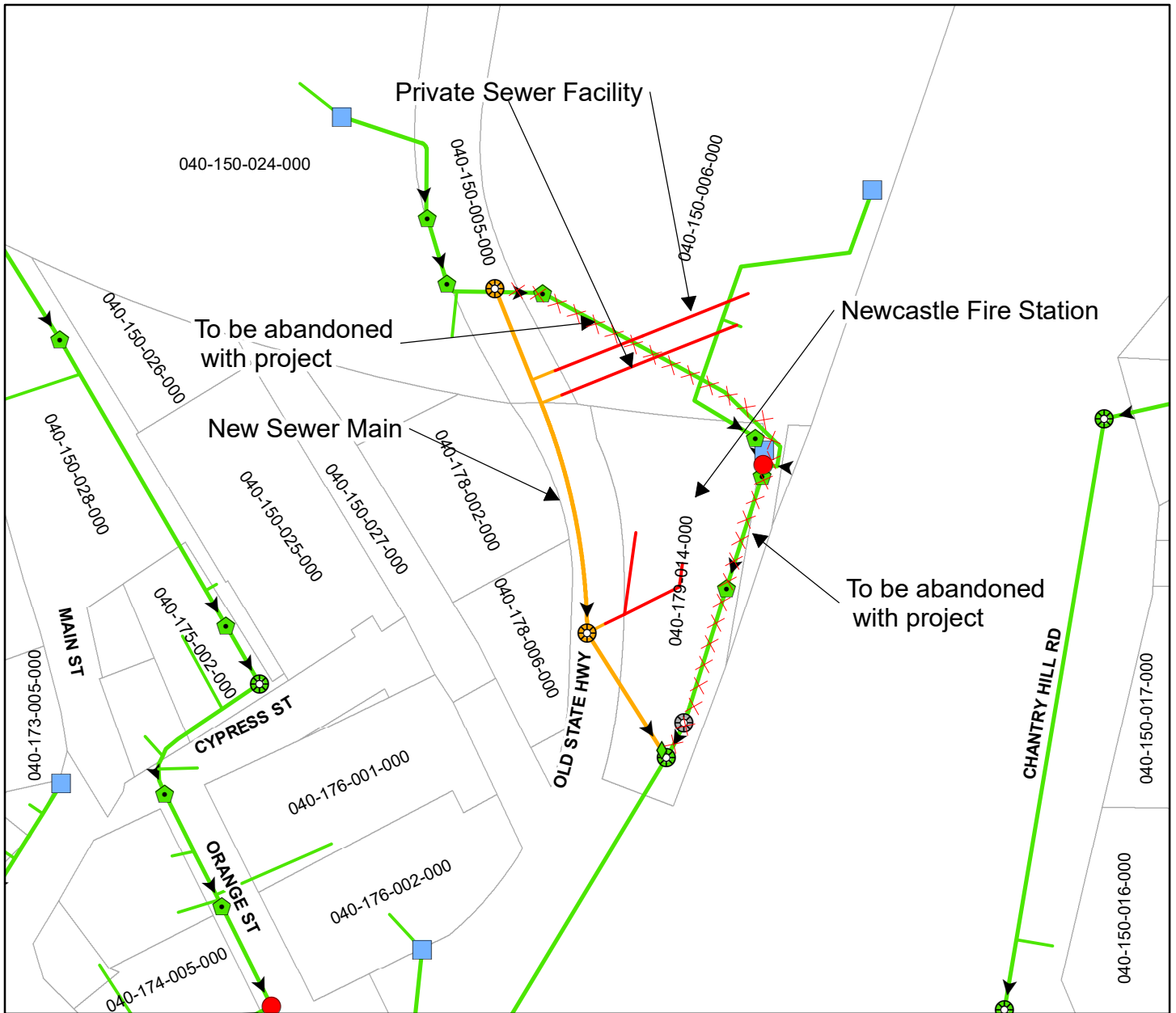


# Attachment B Deferred Remedial Action and Reimbursement Agreement

**9358 Old State Highway  
040-179-014-000**

Date: 3/20/2020  
 Author: Curtis Little  
 Document Path:  
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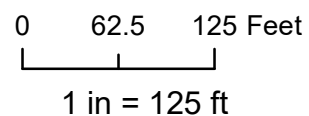


# Attachment C

## Deferred Remedial Action and Reimbursement Agreement

**9358 Old State Hwy  
040-179-014-000**

Date: 3/20/2020  
 Author: Curtis Little  
 Document Path:  
 G:\spmud\_gis\mxd\Curtis\Deferred  
 Payments\Newcastle Fire Station\Exhibit C



**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors

**From:** Herb Niederberger, General Manager

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

**Subject:** COVID-19 - Update

**Meeting Date:** May 7, 2020

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**Overview**

On April 2, 2020, Staff presented to the Board of Directors a Pandemic Illness/Workforce Shortage Continuity of Operations Guide along with actions that had been undertaken in response to the Governor’s Executive Order N-33-20, which ordered a Shelter-in-Place Order on all non-essential operations within the State. The purpose of this Staff Report is to provide the Board of Directors with an update of the District’s responses to the outbreak of COVID-19.

District Response to COVID-19

The District has implemented a variety of actions to comply with the Governor’s Executive Order and the Placer County Department of Public Health recommendations and directives while continuing essential operation of the District. These actions include, but are not limited to:

- Office Closure
- Social Distancing
- Staggered Work Crews and Work Hours
- Telecommuting
- Waiving of Late Fees / Unofficial Payment Arrangements
- Increased PPE
- Remote Consultant Services

Commercial Unoccupied Use

During the April 2<sup>nd</sup> Board meeting, Vice President Dickinson requested that staff explore avenues available to provide a discount to those businesses that have been forced to close during the Shelter-in-Place Order and consequently have decreased sewage during the shutdown.

Staff has determined that while certain nonessential commercial enterprises may produce less sewage flow during this period, residents forced to shelter-in-place have increased flow. Staff compared flows at the Highlands, Dry Creek, and Pleasant Grove flow meters and have concluded that total flows have not decreased during the Shelter-in-Place Order.

After examining available options and applicable legislation, the District has few remedies available for those businesses closed during this period. As discussed briefly during the April 2<sup>nd</sup> meeting, selectively providing discounts may inadvertently conflict with provisions of Article XIII of the California State Constitution (Prop 218). In addition, most commercial customers are located within large lot commercial properties and business parks, where a single landowner is overseeing multiple commercial tenants with a variety of uses. In this case, the property owner is in billing and the tenants have payment arrangements with the property owner. If the District were to try to provide any type of commercial discount, it would be enjoyed by the property owner with no assurance any savings would be passed onto the tenant.

The District currently has in place a Commercial Unoccupied Use Program per the adopted provisions contained in the District's Sewer Code Chapter 2.03, Charges and Fees, Subchapter 2.03.007.B. In cases of vacancy where a commercial property is not physically disconnected from the sewer, the owner provides a written application for a change in use from "occupied" to "unoccupied". A commercial property owner is, under certain conditions, eligible for a reduction in monthly service charges for a building/space when a "change in use" from "occupied" to "unoccupied" occurs. The current provisions require that the building be vacant for a minimum of three months prior to becoming eligible and that the minimum charge for the unoccupied use shall be calculated at 1/3 EDU per 1,000 square feet (sq. ft.), (but not less than 1 EDU per building/space when the square footage is less than 3,000 sq. ft).

One option to provide relief to impacted commercial customers is to temporarily lessen the eligibility requirements for the Unoccupied Use Program. If the Board would like staff to pursue this as a possible course of action for those businesses closed during the Governor's Executive Order N-33-20, we request the following direction:

1. Staff be allowed to advertise the availability of the program while Governor's Executive Order N-33-20 is in effect.
2. The Board waive the requirement that the discount be applied quarterly per the Sewer Code and effective April 1st allow the discount to be applied monthly for all full calendar months that the Shelter-in-Place Order remains in effect.
3. Since the District bills in arrears, the relief request be processed as a credit to a future bill.
4. The temporarily expanded program only apply to nonessential commercial properties that are (1) owner-occupied or (2) have a tenant that can provide proof that they are financially responsible for the wastewater charges.
5. Applicants must certify that they were completely closed during the Shelter-in-Place Order. Restaurants with the ability to process take-out orders would not qualify. Staff will prepare an affidavit for applicants to sign.
6. Applicants must submit a completed Reduced Monthly Service Charge form.

**Recommendation**

Staff requests the Board of Directors direct staff to advertise an expanded Commercial Unoccupied Use Program temporarily waiving certain provisions of the District's Sewer Code Chapter 2.03, Charges and Fees, Subchapter 2.03.007.B.

**Strategic Plan Goals**

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.3: Maintain Transparency with all District Activities

Goal 4.1: Maintain Compliance with Pertinent Regulations

**Fiscal Impact**

At this time, it is unknown how the COVID-19 outbreak will impact the District financially. The District currently maintains \$1 million in its rate stabilization reserve to make up for any lost revenue.

**ITEM VIII.2 GENERAL MANAGER REPORT**

To: Board of Directors  
From: Herb Niederberger, GM  
Date: May 7, 2020  
Subject: General Manager Monthly Staff Report – April 2020

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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**

Most of the month has been spent responding to COVID 19 related issues. The General Manager has been participating in daily and semi-weekly briefings from the Placer County Emergency Operations Center regarding the COVID 19 outbreak.

- A. On April 6, and 20, 2020, the General Manager and District Engineer, Carie Huff, met with a local resident along the alignment of the Foothill Trunk Sewer replacement to review the tree removal plan.
- B. On April 22, 2019, the General Manager met with District Legal Counsel to discuss the District's required actions for the South Placer Wastewater Authority Refunding Bonds, Series 2020.
- C. On April 30, 2020, the General Manager, District Engineer, Carie Huff, and Construction Inspector, Aaron Moore, walked the Foothill Trunk Sewer Replacement alignment to review the extent of the tree removals. The General Manager and District Engineer also met with the Cultural Resource Consultant to review the Native American artifact preservation plan.
- D. Advisory Committee Meetings:
  - a. On April 8, 2020, the General Manger conducted a conference call meeting with President Murdock and Director Dickinson of the Personnel Advisory Committee to review the proposed Memorandums of Understanding (MOUs) with the District Employees Association and Managers. Changes were made with the recommendation that the draft MOUs be forwarded to the Board of Directors for review and approval.

There were no other advisory committee meetings in April.

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

None to report for April

4) **LONG RANGE AGENDA**

**June 2020**

Property Tax Assignments

Resolution - Approval of Employee's and Manager's MOUs

FY 2020/21 Budget Workshop

**July 2020**

Adopt FY 2020/21 Budget

Update on SPWA Issues

**September 2020**

Strategic Plan Annual Report

**October 2020**

Closed Session – GM Evaluation and Contract Renewal

**November 2020**

GM Contract Renewal

**December 2020**

Final Audit and Consolidated Annual Financial Report

Participation Charge Report for FY 2019/20

ITEM VII. ASD REPORT

To: Board of Directors

From: Emilie Costan, Administrative Services Manager

cc: Herb Niederberger, General Manager

Subject: Administrative Services Department Monthly Report

Board Date: May 7, 2020

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**Board Director Ethics & Harassment Training**

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

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

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

Administrative Services staff have been working to continue providing high service levels during the COVID-19 outbreak. At least one staff member is reporting to the office daily. Two staff members are primarily teleworking. Hiring of the Administrative Services Assistant vacancy has been suspended until operations return to normal.

**Assignment Letters**

Assignment notification letters were mailed to 2,087 customers with past due accounts on April 20<sup>th</sup>.

**Budget Projections**

The Administrative Services Manager has been working on next year's expense and revenue projections in preparation for the June Budget Workshop.

**Harassment Training for Employees**

All non-management employees were assigned their mandatory one-hour harassment training due December 31, 2020 through TargetSolutions.

**Laserfiche Records Management Software**

Administrative Services Staff is continuing to work on scanning and importing records into the new Laserfiche software application. The Administrative Services Manager worked with Laserfiche support staff to work on additional security and permission features. An SOP for using Laserfiche was created.



**To:** Board of Directors  
**From:** Sam Rose, Superintendent  
**Cc:** Herb Niederberger, General Manager  
**Subject:** Field Services Department Monthly Report  
**Meeting Date:** May 7, 2020

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## Overview

This report provides the Board with an overview of Field Services operations and maintenance activities through 3/31/2020. The work listed is not all inclusive.

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

- a. Zero (0)
  - i. 1308 days without a Lost Time Accident/Injury.

### 2. Safety/Training/Professional Development

- a. All Field employees participated in:
  - i. Two (2) “Tailgate” safety sessions.
  - ii. Fire Extinguisher Training

### 3. Miscellaneous

- a. Easement Maintenance – Four easements
- b. Roof Foam 25 Mainlines in Newcastle
- c. Treated 9 manholes for cockroaches

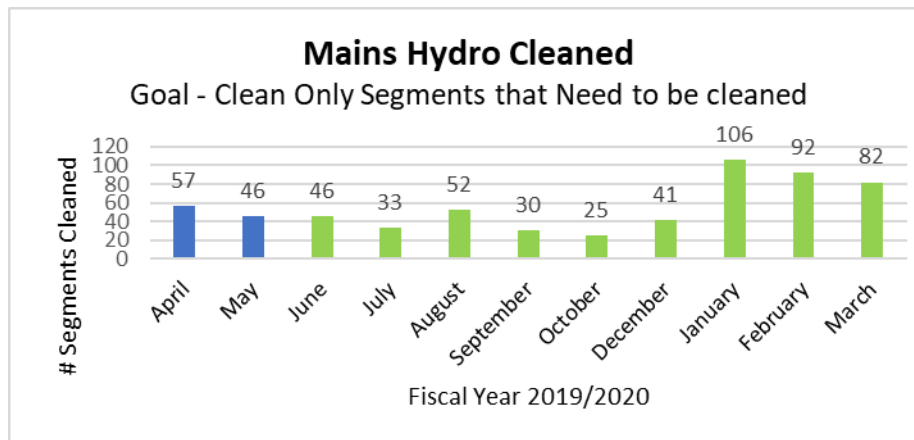
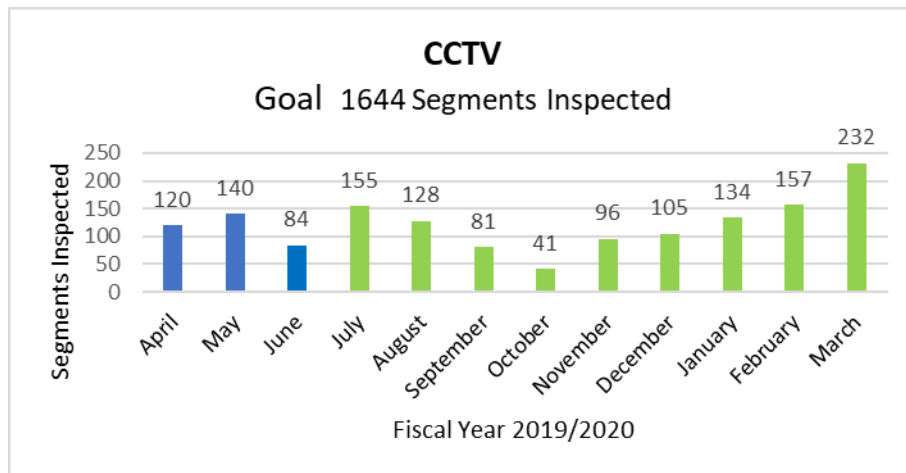
### 4. Customer Service Calls

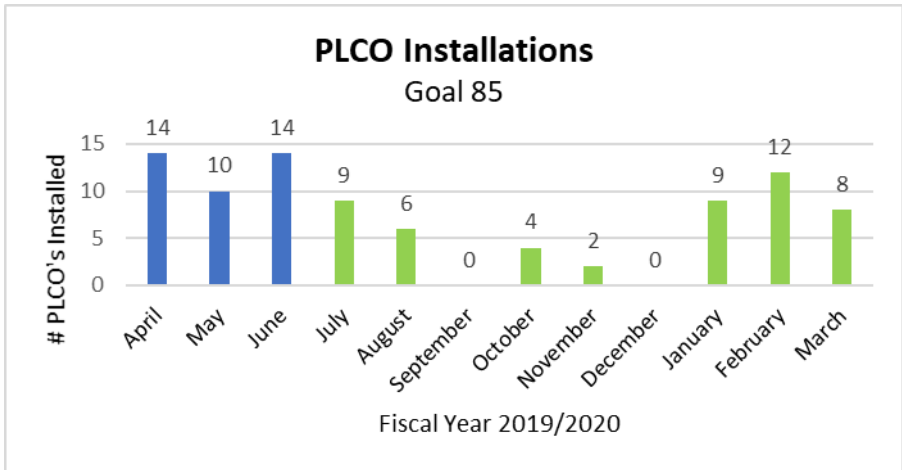
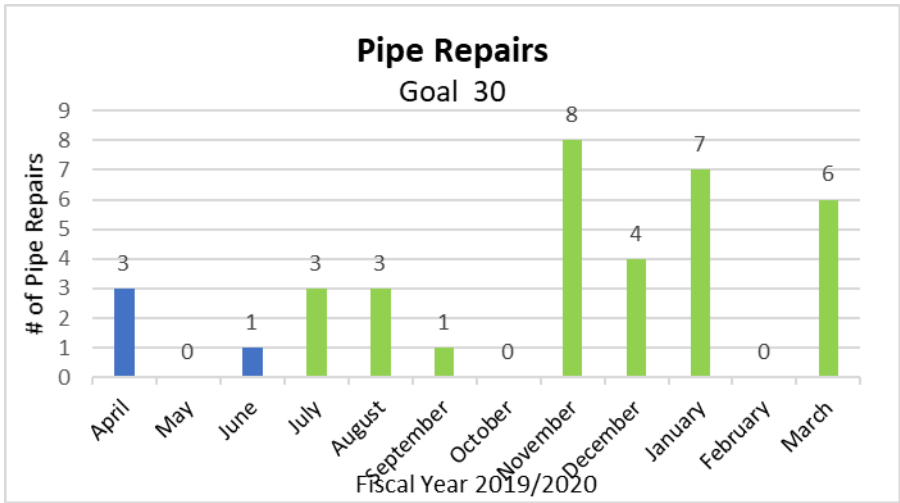
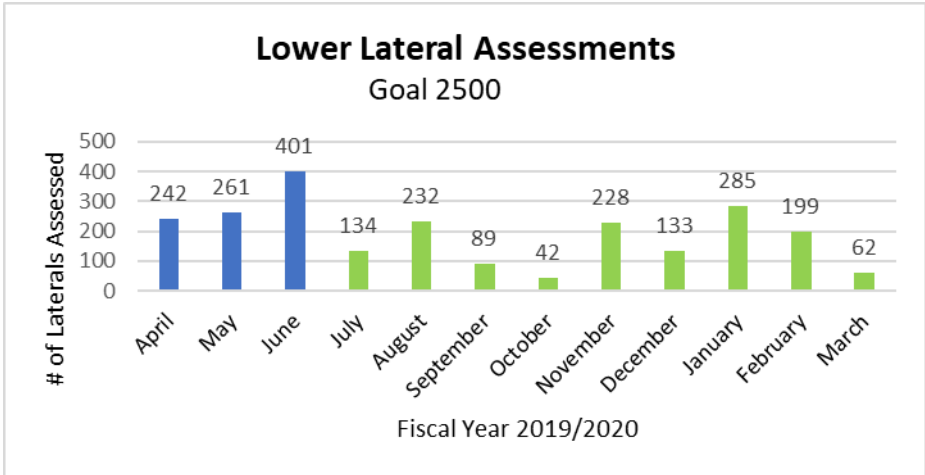
- a. Response Time Goals
  - i. 30 Minutes During Business Hours;
    - A. Average: 15 Minutes
  - ii. 60 Minutes During Non-Business Hours
    - A. Average: 47 Minutes
  - iii. 95% Success Rate
    - A. Success Rate for August – 100%

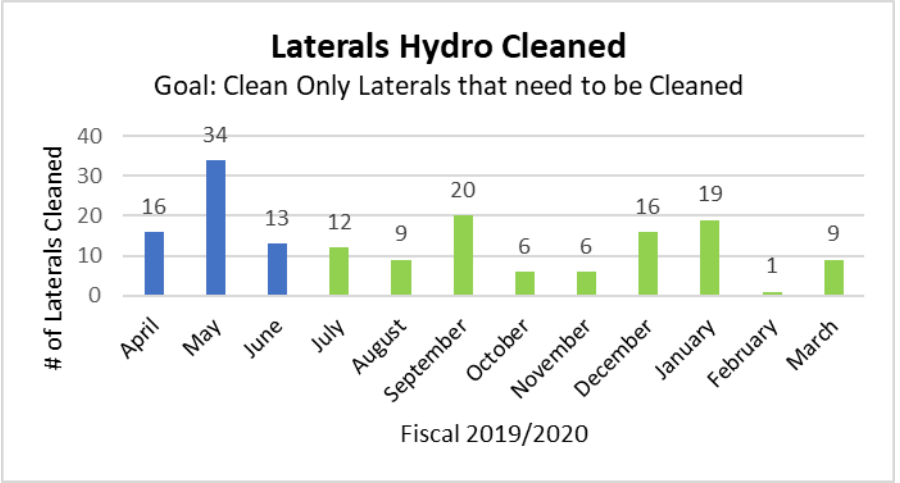
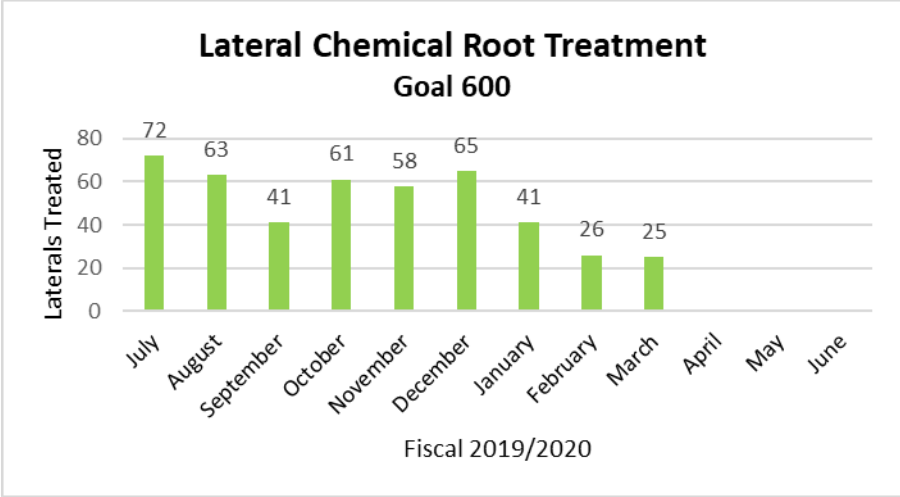
Service Calls						
Responsibility	SSO	Blockage	Odor	Misc	Vermin	Total Calls
SPMUD	6	0	0	0	0	6
Owner	3	3	0	2	0	8
Other				1	0	1
						<b>15</b>

**5. Production**

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







**ITEM VII. TSD REPORT**

To: Board of Directors  
 From: Carie Huff, District Engineer  
 Cc: Herb Niederberger, General Manager  
 Subject: Technical Services Department Monthly Report  
 Board Date: May 7, 2020

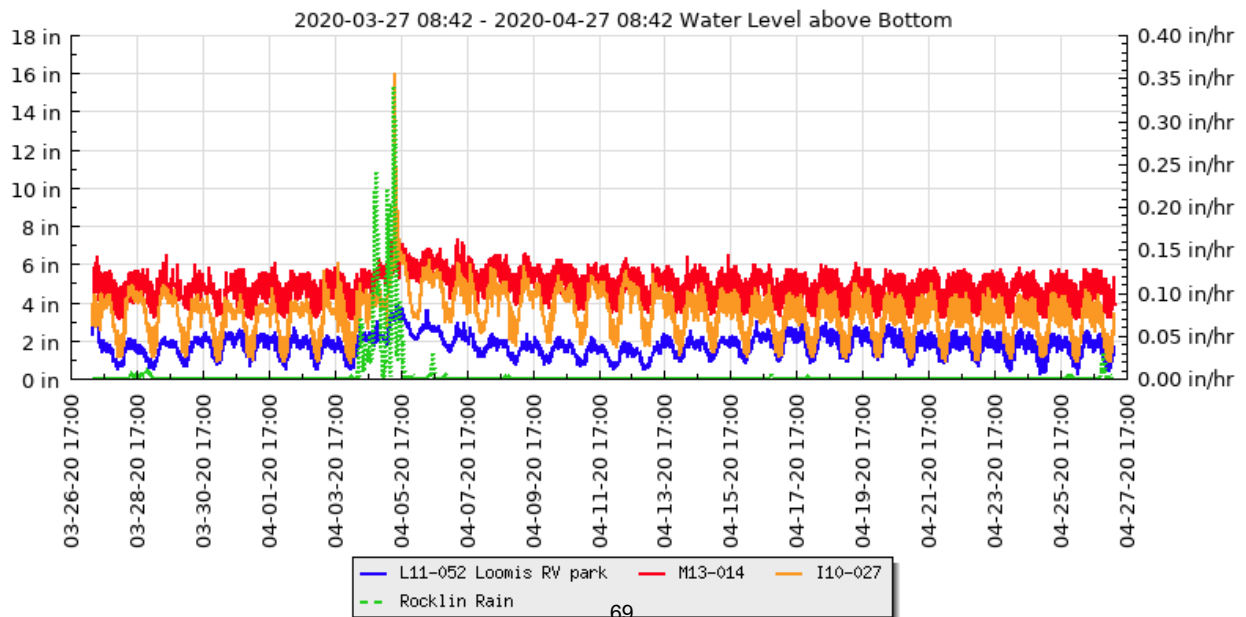
**Department Updates**

TSD staff continues to work remotely where possible in response to COVID-19. Plan review for new construction has remained steady while there has been a reduction in tenant improvement submittals. The District’s inspectors are still providing inspection services for new construction in addition to responding to Underground Service Alert requests. The District has been notified that some new construction projects will be put on hold for this construction season.

**Foothill Trunk Sewer Replacement Project**

Construction has begun on the Foothill Trunk Sewer Replacement Project. The contractor is currently removing trees along the entire alignment, installing BMPs, potholing, and excavating for the junction structure at the west end of the project. The contractor is drilling every few feet along the alignment to determine the presence of rock within the trench. Garney Pacific will begin installation of mainline pipe next week.

Staff is spending considerable time with residents to coordinate the removal and trimming of trees due to the sensitivity of the work. The on-site biologist has discovered nesting birds within trees scheduled for removal; therefore, a buffer has been set to protect the birds until the young have fledged. Staff is also working closely with the archaeological and cultural monitors due to the cultural sensitivity and findings of Native American artifacts within the site.



## FOG Program

TSD inspectors continue to work with restaurants that are operating on a limited bases during the COVID-19 crisis. Inspectors are calling and visiting restaurants and encouraging them to submit their pump-out information via SwiftComply. The non-compliance list is down to eight and three of those are in the process of having their grease trap serviced by the end of May. The goal is to still have a presence and to communicate the need for Kitchen Best Management Practices and maintenance of grease removal devices in a positive and effective way, while keeping in mind the hardships and challenges each restaurant is facing with the loss of revenue.

## Standard Specifications Update

TSD staff are currently drafting the standard details so that changes can be made. The proposed updates will be highlighted and distributed to stakeholders and made available through the District's website for public comment. Those comments will be reviewed, and the final updated standards are planned to be adopted in the summer of 2020.

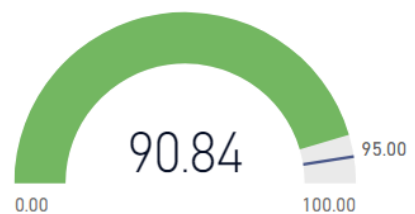
## Department Performance Indicators

The following charts depict the efforts and performance of the department in the following areas of work as of April 24<sup>th</sup>. The charts are being created in a new reporting tool that directly connects to the District's data, improving the timeliness of reporting efforts and leveraging the District's investment in technology. Additional charts may be added in the future for other areas of work in the department.

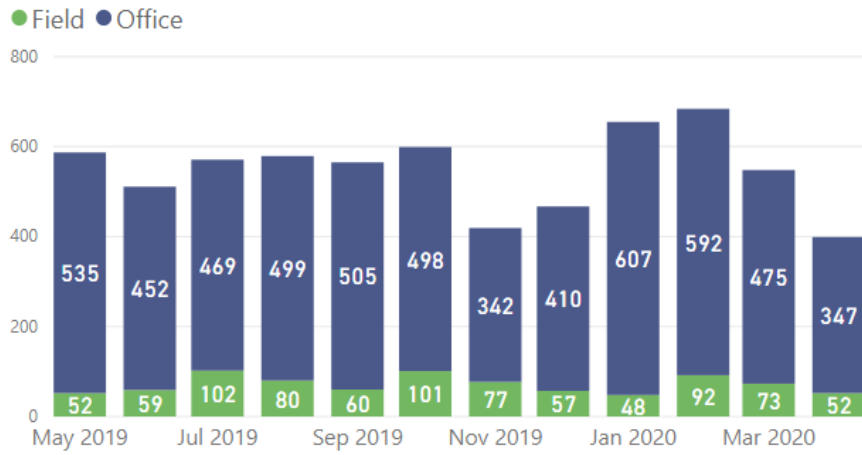
Plan Checks Completed - Monthly Totals



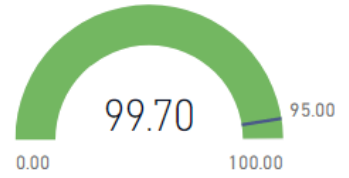
% "In Time" Plan Checks



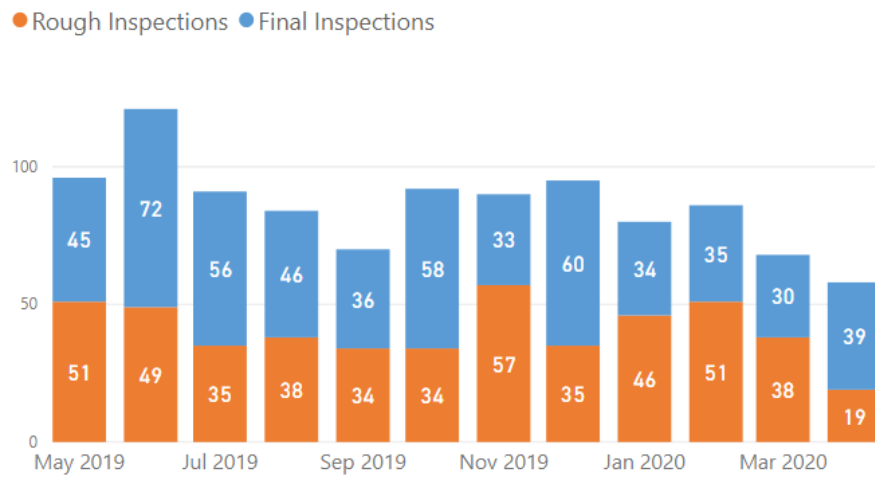
### 811 Responses - Monthly Totals



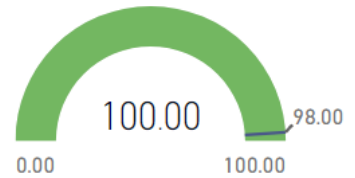
% "In Time" Responses ...



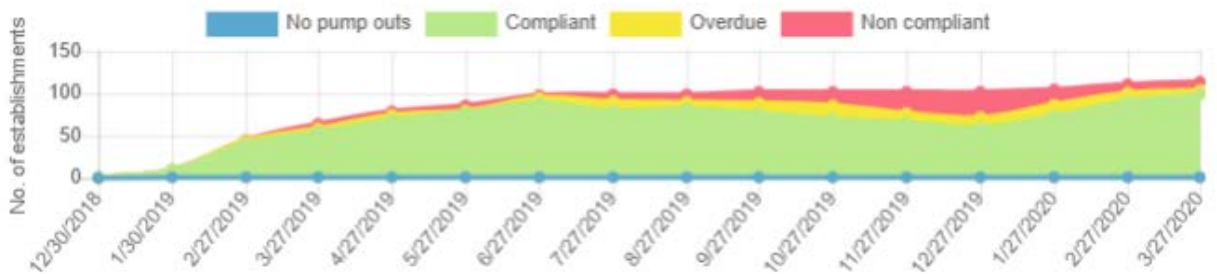
### Building Sewer Inspections - Monthly Totals



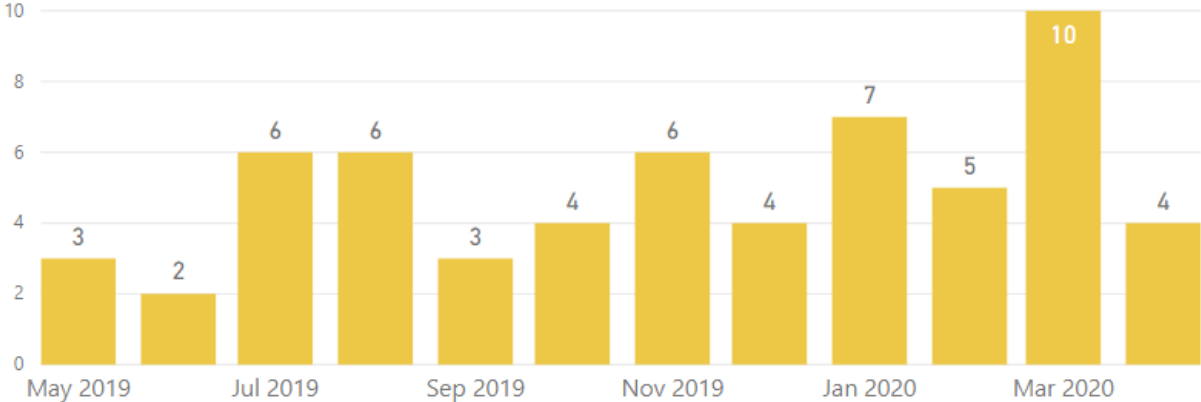
% "In Time" Inspections



### FOG Compliance History



### FOG Pickups - Monthly Totals



### Grease Interceptor Inspections

