



**SPMUD BOARD OF DIRECTORS
REGULAR MEETING: 4:30 PM
May 5, 2022**

SPMUD Boardroom
5807 Springview Drive, Rocklin, CA 95677

Zoom Meeting: 1 (669) 900-9128
Meeting ID: 860 5947 1289

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

Pursuant to the Governor's Executive Order N-29-20, issued March 17, 2020, and SPMUD Resolution 22-09, the May 5, 2022 meeting of the SPMUD Board of Directors will be held in the SPMUD Boardroom at 5807 Springview Drive in Rocklin, CA 95677 AND via teleconference using Zoom Meeting 1 (669) 900-9128, <https://us02web.zoom.us/j/86059471289>. Public comments can be emailed to ecostan@spmud.ca.gov from the time the agenda is posted until the matter is heard at the meeting. Comments should be kept to 250 words or less.

AGENDA

I. CALL MEETING TO ORDER

II. ROLL CALL OF DIRECTORS

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

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

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

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

V. CONSENT ITEMS

[pg 6 to 76]

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 5, 2022 meeting.

1. MINUTES from the April 7, 2022 Regular Meeting. [pg 6 to 9]
2. ACCOUNTS PAYABLE in the amount of \$582,103 through April 25, 2022. [pg 10 to 12]
3. RESOLUTION 22-12 UPDATES TO THE DISTRICT RETENTION SCHEDULE, BOARD POLICY 3310 [pg 13 to 25]
4. RESOLUTION 22-13 A RESOLUTION OF THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT DECLARING AN ELECTION BE HELD IN ITS JURISDICTION; REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE THIS ELECTION WITH ANY OTHER ELECTION CONDUCTED ON SAID DATE; AND REQUESTING ELECTION SERVICES BY THE COUNTY CLERK [pg 26 to 39]
5. RESOLUTION 22-14 DECLARING AND RE-RATIFYING THE STATE OF EMERGENCY AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS DUE TO THE COVID-19 EMERGENCY [pg 40 to 45]
6. RESOLUTION 22-15 CONSTRUCTION COOPERATION AND REIMBURSEMENT AGREEMENT WITH THE CITY OF ROCKLIN FOR THE 2022 MISSION HILLS ROAD RECONSTRUCTION PROJECT (PHASE 3) [pg 46 to 58]
7. RESOLUTION 22-16 DEFERRED PAYMENT OF PARTICIPATION FEES – GERWER PROPERTY AT 5465 RUHKALA ROAD [pg 59 to 72]
8. RESOLUTION 22-17 AUTHORIZING THE GENERAL MANAGER TO SURPLUS PROPERTY AND/OR EQUIPMENT [pg 73 to 74]
9. RESOLUTION 22-18 COMMENDING ROD PIERCE, LEAD WORKER, FOR HIS YEARS OF SERVICE WITH THE DISTRICT [pg 75]
10. RESOLUTION 22-19 COMMENDING MARK CERVANTES, LEAD WORKER, FOR HIS YEARS OF SERVICE WITH THE DISTRICT [pg 76]

VI. BOARD BUSINESS

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

1. **PUBLIC HEARING: ORDINANCE NO. 22-02 – AN ORDINANCE REVISING THE TIMELINE FOR REIMBURSEMENT AGREEMENTS AS CONTAINED IN THE DISTRICT SEWER CODE SECTION 4.04.001** [pg 77 to 81]

The District wishes to encourage developers to construct the Trunk Sewer Mains and/or Major Facilities adjacent to or part of the land development proposal that qualify for credit and reimbursement agreements. Staff desires to revise the Sewer Code to accelerate the timeframe for these reimbursements.

Action Requested: (Roll Call Vote)

Staff recommends that the Board of Directors:

1. Waive the full reading of the proposed Ordinance #22-02.
2. Introduce Ordinance No. 22-02 – An Ordinance revising the Timeline for Reimbursement Agreements as contained in the District Sewer Code Section 4.04.001.
3. Conduct a Public Hearing for the proposed Ordinance.
4. Schedule the 2nd reading and adoption for the next regularly scheduled meeting of the Board of Directors on June 2, 2022.

2. **RESOLUTION 22-20 CREATING THE JOB DESCRIPTION FOR MAINTENANCE WORKER/ELECTRO-MECHANICAL TECHNICIAN** [pg 82 to 89]

The District wishes to create a new maintenance worker position that is responsible for duties such as lift stations, pumps, the supervisory control and data acquisition (SCADA) system, flow recorders, and temporary flow monitors.

Action Requested: (Roll Call Vote)

Staff recommends that the Board of Director adopt Resolution 22-20 Approving the Maintenance Worker / Electro-Mechanical Technician Job Description for use by the District.

3. **QUARTERLY INVESTMENT REPORT (JANUARY 1, 2022 TO MARCH 31, 2022)** [pg 90 to 92]

Staff will review the first quarter investment report in the total amount of \$73,323,296 through March 31, 2022.

Action Requested: (Voice Vote)

Staff Recommends that the Board of Directors accept the first quarter investment report in the total amount of \$73,323,296 through March 31, 2022.

4. **RESOLUTION 22-21 AWARD OF THE CONTRACT FOR THE 2022 CORPORATION YARD ADDITION AND TENANT IMPROVEMENT PROJECT TO LANDMARK CONSTRUCTION** [pg 93 to 109]

Staff will report to the Board on the contract for the construction of the 2022 Corporation Yard Improvement Project.

Action Requested: (Roll Call Vote)

Staff recommends that the Board of Directors:

- 1. Find that, pursuant to Section 15300.4 of the California Environmental Quality Act (CEQA) Guidelines, the 2022 Corporation Yard Building Addition and Tenant Improvement Project is categorically exempt; and**
- 2. Adopt Resolution 22-21 to authorize the General Manager to:**
 - a. Award the attached construction contract to Landmark Construction to construct the Building Addition and Tenant Improvements in the amount of \$3,838,000.**
 - b. Execute any change order for an amount up to and including \$50,000, consistent with the existing SPMUD Purchasing Policy (3150), and**
 - c. Execute change orders up to a cumulative amount not to exceed 10% of the awarded construction contract amount (i.e., \$383,800).**

5. STRATEGIC PLANNING WORKSHOP: STRATEGIC PRIORITIES

In preparation for the adoption of a new five-year Strategic Plan, the District will review its Strategic Priorities.

No Action Requested: Informational Item

VII. REPORTS

[pg 107 to 117]

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

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

VIII. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Paragraph 1 of Subdivision (d) of California Government Code Section 54956.9)

Name of case: Joanna Belanger et al. vs. California Public Employees Retirement System and South Placer Municipal Utility District
Placer County Superior Court Case No. SCV0047876

2. 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

IX. CLOSED SESSION READOUT

X. ADJOURNMENT

If there is no other Board business the President will adjourn the meeting to its next regular meeting on **June 2, 2022, at 4:30 p.m.**

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

Meeting	Location	Date	Time
Regular	Zoom Meeting SPMUD Boardroom	April 7, 2022	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 Mitchell presiding at 4:30 p.m.

II. ROLL CALL OF DIRECTORS:

Present: Director Will Dickinson, President Jerry Mitchell, Director John Murdock, Director James Durfee, Vice President Jim Williams
Vice President Williams left the meeting early at 5:42 p.m.

Absent: None

Vacant: None

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

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

IV. PUBLIC COMMENTS:

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

V. TELECONFERENCING

1. RESOLUTION 22-09 DECLARING AND RE-RATIFYING THE STATE OF EMERGENCY AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS DUE TO THE COVID-19 EMERGENCY

Director Dickinson made a motion to adopt Resolution 22-09 Declaring and Re-ratifying the State of Emergency and Authorizing Remote Teleconferencing Meetings of the Board of Directors due to the COVID-19 Emergency, a second was made by Director Durfee; a roll call vote was taken, and the motion carried 5-0.

VI. CONSENT ITEMS:

1. MINUTES from the March 3, 2022 Regular Meeting.
2. ACCOUNTS PAYABLE in the amount of \$2,204,817 through March 28, 2022.
3. BILL OF SALE Acceptance of the Bill of Sale for Sewer Improvements within Whitney Ranch Phase III Unit 44B (Phase II), with an estimated value of \$66,842.

4. BILL OF SALE Acceptance of the Bill of Sale for Sewer Improvements for the Newcastle Storage Sewer Improvements, with an estimated value of \$51,696.
5. RESOLUTION 22-10 AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE A BANKING SERVICES AGREEMENT WITH FIVE STAR BANK.
6. RESOLUTION 22-11 AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR ROOT CONTROL FOAMING WITH DUKE'S ROOT CONTROL, INC.

Director Murdock made a request to pull items 4 through 6 off of the consent calendar.

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

For consent item 4, Director Murdock asked for clarification on whether the work completed was a repair at the storage facility. Staff shared that the project included an extension of the existing pipeline. Director Dickinson made a motion to approve consent item 4; a second was made by Director Murdock; a voice vote was taken, and the motion carried 5-0.

For consent item 5, Director Murdock commented that the language in the agreement regarding banking fees and when compensation would occur initially led him to believe that the fees would be \$75,000 per month. Staff clarified that the total agreement amount over three years is not to exceed \$75,000, though payments will be made to the vendor on a monthly basis. GM Niederberger introduced Jerry Legg the Vice President of Government Banking Services with Five Star Bank to the Board members.

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

For consent item 6, Director Murdock asked staff if additional measures should have been taken to secure additional bids, as Duke's Root Control was the only responsive bidder. Staff shared that the request for bids had been sent to reliable contractors as well as having been posted to the Public Purchase website. Duke's has been a responsive bidder and the District has reliably contracted with them for these services in the past.

Director Murdock made a motion to approve consent item 6; a second was made by Vice President Williams; a roll call vote was taken, and the motion carried 5-0.

VI. BOARD BUSINESS

1. LAFCO PRESENTATION

DE Huff provided an update on the work required to refine the District's process for out-of-area service agreements and annexations. Director Dickinson asked why the issue with having long-term out-of-area service agreements is just now being brought to the District's attention and whether staff believes the current recommendation from LAFCo to annex these properties is correct. GM Niederberger shared that the District has received conflicting instructions in the past; however, annexing the parcels that are currently under out-of-area service agreements will be a benefit to the District. District and LAFCo legal counsel have been involved in the current recommended actions. Director Dickinson confirmed with staff that the current property owners should not be required to pay for the annexation

fees. GM Niederberger shared that there are not enough properties connected in the area to share the cost of annexation and many of the properties have changed ownership since connection occurred.

The Board discussed annexation of larger areas in the vicinity of the out-of-area service agreements. President Mitchell asked how staff ensures that they are following the law regarding these annexations. GC Brown shared that the process for when to annex the properties covered by out-of-area service agreements is an administrative decision. DE Huff shared that out-of-area service agreements will only be used in the future for emergency connections while annexation is in process.

Vice President Williams made a motion directing staff to (1) pursue annexation for seven properties previously served through out-of-area service agreements (2) utilize the Fee and Finance Advisory Committee to negotiate a master property tax exchange agreement with Placer County for Board consideration, and (3) prepare a resolution regarding these annexations, making the appropriate California Environmental Quality Act (CEQA) findings for Board consideration at a future meeting; a second was made by Director Durfee; a voice vote was taken, and the motion carried 5-0.

2. STRATEGIC PLANNING WORKSHOP #2: SWOT ANALYSIS

DS Nielsen presented the results of the Strengths, Weaknesses, Opportunities, and Threats analysis completed by the Board, Managers, and Staff. The Board discussed the feedback from staff input on the strengths, weaknesses, opportunities, and threats. DS Nielsen shared that the next step in the strategic plan process will be to discuss the District's strategic priorities.

VII. REPORTS

1. District General Counsel (A. Brown):

General Counsel Brown had no report for this meeting.

2. General Manager (H. Niederberger):

A. ASD, FSD & TSD Reports:

Director Murdock asked for additional information regarding item C, the College Park lift station design on the General Manager's Report. GM Niederberger shared that staff has a proposal that would eliminate the lift station and is working with the developer so that the District does not have to maintain an unnecessary lift station.

GM Niederberger shared that the long-range planning agenda in the GM Report has been revised to remove the nomination to LAFCo from the April 21, 2022, Special Meeting agenda and that the May 5, 2022 meeting will be revised to include two closed session items and show the next Strategic Plan Workshop as the third workshop and not the second.

Director Dickinson asked for an update on discussions with the City of Rocklin pertaining to low-income housing. GM Niederberger shared that he is currently in discussions with Placer County and the Town of Loomis to develop a framework for the entirety of the proposal and will be scheduling a follow-up meeting with the City of Rocklin. GM Niederberger shared that the District is also in the process of a Rate and Cost of Service Study that could impact discussions on fees for low-income housing projects.

Director Murdock asked about Item D4, creation of a cease-and-desist letter in the GM Report. GM Niederberger shared that the District used Grass2Pave behind Corona Circle as part of the Foothill Trunk Project. Property owners along Corona Circle have impeded on the District's easement and damaged the Grass2Pave. Staff will be sending cease-and-desist letters to the appropriate property owners. The Grass2Pave trial has not been successful, and staff recommends standard paving for future projects.

Director Dickinson asked about the upcoming changes to asset allocations in the CalPERS CEPPT and CERBT funds. ASM Costan shared that the assets allocations in these funds are being modified to preserve capital and achieve the highest returns; however, the expected rate of return on all of the investment strategies has decreased. Director Dickinson asked whether inflation was calculated into the expected returns. ASM Costan shared that CalPERS has been working on the discount rate and asset allocations of, first, the entire pension fund and now, the CEPPT and CERBT funds for some time. CalPERS undergoes a review of the asset allocations every four years.

President Mitchell asked if the commercial account audit billing updates have been completed for Central Rocklin. ASM Costan shared that three of the four areas of the District that had been audited, including Central Rocklin, have had billing updates completed. Director Dickinson asked how many customers were impacted by billing changes. ASM Costan shared that many of the adjustments were smaller, with some adjustments reducing billing and some adjustments increasing billing. DE Huff shared that the District has decided to only make billing updates moving forward and not to go back and collect three years of past due fees. TSD employee Curtis Little spoke about his work creating a comprehensive process for commercial account audits. DE Huff thanked him for all his hard work on this project.

B. Information Items: No additional items.

3. Director's Comments:

Director Dickinson shared that one of his friends who works in engineering provided him with feedback about the great staff at the District and specifically his interactions with Carie Huff.

IX. ADJOURNMENT

The President adjourned the meeting at 5:52 p.m. to the next regular meeting to be held on May 5, 2022, at 4:30 p.m.



Emilie Costan, Board Secretary



South Placer Municipal Utility District, CA

Check Report

By Check Number

Date Range: 03/29/2022 - 04/25/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
1240	Placer County Personnel	03/31/2022	Regular	0.00	3,431.99	14414
1663	Buckmaster Office Solutions	03/31/2022	Regular	0.00	85.42	14415
1652	Cintas Corporation	03/31/2022	Regular	0.00	535.10	14416
1113	Ferguson Enterprises, Inc. 1423 (Main)	03/31/2022	Regular	0.00	168.34	14417
1124	Gold Country Media Publications	03/31/2022	Regular	0.00	312.34	14418
1564	Jensen Landscape Services, LLC	03/31/2022	Regular	0.00	931.00	14419
1654	Jorgensen Company	03/31/2022	Regular	0.00	1,018.87	14420
1218	PCWA	03/31/2022	Regular	0.00	725.12	14421
1221	PG&E (Current Accounts)	03/31/2022	Regular	0.00	1,001.67	14422
1244	Preferred Alliance Inc	03/31/2022	Regular	0.00	189.98	14423
1306	Superior Equipment Repair	03/31/2022	Regular	0.00	1,450.63	14424
1327	US Bank Corporate Payment	03/31/2022	Regular	0.00	6,474.26	14425
	Void	03/31/2022	Regular	0.00	0.00	14426
	Void	03/31/2022	Regular	0.00	0.00	14427
248	AT&T (916.663.1652) & (248.134.5438.608.80)	04/07/2022	Regular	0.00	278.56	14428
1759	Bender Rosenthal Inc.	04/07/2022	Regular	0.00	1,916.25	14429
1780	Business Oriented Software Solutions, Inc.	04/07/2022	Regular	0.00	3,200.00	14430
1652	Cintas Corporation	04/07/2022	Regular	0.00	543.85	14431
1068	City of Roseville	04/07/2022	Regular	0.00	312,760.18	14432
1775	CPS HR Consulting	04/07/2022	Regular	0.00	593.75	14433
1509	Crystal Communications	04/07/2022	Regular	0.00	311.64	14434
1086	Dataprose	04/07/2022	Regular	0.00	1,745.96	14435
1087	Dawson Oil Co.	04/07/2022	Regular	0.00	6,501.95	14436
1773	Entek Consulting Group, Inc.	04/07/2022	Regular	0.00	8,875.00	14437
1778	Helix Environmental Planning, Inc.	04/07/2022	Regular	0.00	1,722.41	14438
1686	Jan Pro	04/07/2022	Regular	0.00	887.00	14439
1218	PCWA	04/07/2022	Regular	0.00	51.52	14440
1221	PG&E (Current Accounts)	04/07/2022	Regular	0.00	5,176.44	14441
1291	Special District Risk Management Authority (SDRM)	04/07/2022	Regular	0.00	62.66	14442
1333	SPOK, Inc.	04/07/2022	Regular	0.00	26.86	14443
1306	Superior Equipment Repair	04/07/2022	Regular	0.00	1,934.13	14444
1325	Tyler Technologies, Inc.	04/07/2022	Regular	0.00	550.00	14445
1561	Williams + Paddon Architects + Planners, Inc.	04/07/2022	Regular	0.00	2,224.00	14446
1653	Applied Best Practices, LLC	04/21/2022	Regular	0.00	1,200.00	14447
1021	ARC	04/21/2022	Regular	0.00	112.13	14448
248	AT&T (916.663.1652) & (248.134.5438.608.80)	04/21/2022	Regular	0.00	9.53	14449
1022	AT&T (9391035571) & (9391053973)	04/21/2022	Regular	0.00	332.11	14450
1768	Capital Program Management Inc.	04/21/2022	Regular	0.00	6,082.28	14451
1652	Cintas Corporation	04/21/2022	Regular	0.00	1,052.28	14452
1073	Consolidated Communications	04/21/2022	Regular	0.00	2,086.97	14453
1080	CWEA (Main)	04/21/2022	Regular	0.00	101.00	14454
1666	Great America Financial Services	04/21/2022	Regular	0.00	452.99	14455
1139	Hill Rivkins Brown & Associates	04/21/2022	Regular	0.00	9,920.00	14456
1764	Network Design Associates, Inc.	04/21/2022	Regular	0.00	6,740.00	14457
1218	PCWA	04/21/2022	Regular	0.00	1,510.16	14458
1473	Pitney Bowes Purchase Power	04/21/2022	Regular	0.00	820.99	14459
1233	Placer County Environmental Health	04/21/2022	Regular	0.00	2,376.00	14460
1244	Preferred Alliance Inc	04/21/2022	Regular	0.00	189.98	14461
1518	Sonitrol of Sacramento	04/21/2022	Regular	0.00	1,162.98	14462
1291	Special District Risk Management Authority (SDRM)	04/21/2022	Regular	0.00	1,000.00	14463
1306	Superior Equipment Repair	04/21/2022	Regular	0.00	4,061.23	14464
1029	Thomson Reuters/Barclays	04/21/2022	Regular	0.00	463.32	14465
1325	Tyler Technologies, Inc.	04/21/2022	Regular	0.00	9,063.75	14466
1338	Verizon Wireless	04/21/2022	Regular	0.00	1,186.87	14467

Check Report

Date Range: 03/29/2022 - 04/25/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1045	Cal Pers 457 Plan (EFT)	04/01/2022	Bank Draft	0.00	750.00	DFT0007108
1135	Empower (EFT)	04/01/2022	Bank Draft	0.00	225.00	DFT0007109
1135	Empower (EFT)	04/01/2022	Bank Draft	0.00	7,527.52	DFT0007110
1135	Empower (EFT)	04/01/2022	Bank Draft	0.00	237.45	DFT0007111
1042	CA State Disbursement (EF	04/01/2022	Bank Draft	0.00	44.76	DFT0007112
1015	American Fidelity Assurance	04/01/2022	Bank Draft	0.00	333.33	DFT0007113
1015	American Fidelity Assurance	04/01/2022	Bank Draft	0.00	285.40	DFT0007114
1229	Pers (EFT)	04/01/2022	Bank Draft	0.00	49.13	DFT0007115
1229	Pers (EFT)	04/01/2022	Bank Draft	0.00	1,514.47	DFT0007116
1229	Pers (EFT)	04/01/2022	Bank Draft	0.00	2,654.09	DFT0007117
1229	Pers (EFT)	04/01/2022	Bank Draft	0.00	1,881.26	DFT0007118
1229	Pers (EFT)	04/01/2022	Bank Draft	0.00	2,778.90	DFT0007119
1229	Pers (EFT)	04/01/2022	Bank Draft	0.00	3,557.39	DFT0007120
1229	Pers (EFT)	04/01/2022	Bank Draft	0.00	4,000.12	DFT0007121
1149	Internal Revenue Service	04/01/2022	Bank Draft	0.00	13,762.78	DFT0007122
1098	EDD (EFT)	04/01/2022	Bank Draft	0.00	4,457.19	DFT0007123
1098	EDD (EFT)	04/01/2022	Bank Draft	0.00	1,219.42	DFT0007124
1149	Internal Revenue Service	04/01/2022	Bank Draft	0.00	3,218.78	DFT0007125
1149	Internal Revenue Service	04/01/2022	Bank Draft	0.00	10,177.50	DFT0007126
1015	American Fidelity Assurance	03/31/2022	Bank Draft	0.00	745.86	DFT0007127
1586	Principal Life Insurance Company	03/31/2022	Bank Draft	0.00	497.91	DFT0007128
1230	Pers (EFT)	03/31/2022	Bank Draft	0.00	5,983.04	DFT0007129
1230	Pers (EFT)	03/31/2022	Bank Draft	0.00	30,511.37	DFT0007130
1230	Pers (EFT)	03/31/2022	Bank Draft	0.00	10,372.28	DFT0007131
1230	Pers (EFT)	03/31/2022	Bank Draft	0.00	117.17	DFT0007132
1230	Pers (EFT)	03/31/2022	Bank Draft	0.00	3,427.00	DFT0007133
1230	Pers (EFT)	03/31/2022	Bank Draft	0.00	68.60	DFT0007134
1045	Cal Pers 457 Plan (EFT)	04/15/2022	Bank Draft	0.00	750.00	DFT0007135
1135	Empower (EFT)	04/15/2022	Bank Draft	0.00	225.00	DFT0007136
1135	Empower (EFT)	04/15/2022	Bank Draft	0.00	8,002.52	DFT0007137
1135	Empower (EFT)	04/15/2022	Bank Draft	0.00	237.45	DFT0007138
1042	CA State Disbursement (EF	04/15/2022	Bank Draft	0.00	44.76	DFT0007139
1015	American Fidelity Assurance	04/15/2022	Bank Draft	0.00	333.33	DFT0007140
1015	American Fidelity Assurance	04/15/2022	Bank Draft	0.00	285.40	DFT0007141
1229	Pers (EFT)	04/15/2022	Bank Draft	0.00	49.13	DFT0007142
1229	Pers (EFT)	04/15/2022	Bank Draft	0.00	1,514.46	DFT0007143
1229	Pers (EFT)	04/15/2022	Bank Draft	0.00	2,654.09	DFT0007144
1229	Pers (EFT)	04/15/2022	Bank Draft	0.00	1,881.27	DFT0007145
1229	Pers (EFT)	04/15/2022	Bank Draft	0.00	2,778.90	DFT0007146
1229	Pers (EFT)	04/15/2022	Bank Draft	0.00	3,565.45	DFT0007147
1229	Pers (EFT)	04/15/2022	Bank Draft	0.00	4,009.17	DFT0007148
1149	Internal Revenue Service	04/15/2022	Bank Draft	0.00	12,835.12	DFT0007149
1098	EDD (EFT)	04/15/2022	Bank Draft	0.00	3,765.26	DFT0007150
1098	EDD (EFT)	04/15/2022	Bank Draft	0.00	1,102.28	DFT0007151
1149	Internal Revenue Service	04/15/2022	Bank Draft	0.00	3,001.84	DFT0007152
1149	Internal Revenue Service	04/15/2022	Bank Draft	0.00	9,058.77	DFT0007153

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	88	52	0.00	415,611.45
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	46	46	0.00	166,491.92
EFT's	0	0	0.00	0.00
	134	100	0.00	582,103.37

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	88	52	0.00	415,611.45
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	46	46	0.00	166,491.92
EFT's	0	0	0.00	0.00
	134	100	0.00	582,103.37

Fund Summary

Fund	Name	Period	Amount
100	GENERAL FUND	3/2022	68,047.95
100	GENERAL FUND	4/2022	514,055.42
			582,103.37

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors
From: Emilie Costan, Administrative Services Manager
Cc: Herb Niederberger, General Manager
Subject: Resolution 22-12 Revising Board Policy 3310 – Record Retention Policy
Meeting Date: May 5, 2022

Overview

The South Placer Municipal Utility District (District) adopted a Policy Handbook per Resolution 15-23. Included in this Policy Handbook is the District’s Record Retention Policy. Changes in state legislation and District best practices have necessitated revisions to the previously adopted records retention schedule, Appendix B of the Records Retention Policy. Included with this staff report is the revised policy for the Board’s consideration.

On April 4, 2022, the Ordinance and Policy Advisory Committee reviewed the proposed revisions as described above and recommended that the policy revisions be forwarded to the Board of Directors for consideration.

Recommendation

Staff recommends that the Board of Directors adopt Resolution 22-12 Revising Board Policy 3310 the Record Retention Policy.

Strategic Plan Goals

Goal 7.2: Develop and Implement Records Management Plan

Goal 7.3: Business Efficiencies

Fiscal Impact

There is no fiscal impact related to the revision of Policy #3310.

Attachments:

1. Resolution 22-12 Revising Policy 3310
2. Record Retention Schedule Redlined
3. Policy 3310 – Record Retention Policy Clean

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 22-12

REVISING BOARD POLICY #3310

WHEREAS, The South Placer Municipal Utility District (District) created a District Policy Handbook adopted by Resolution 15-23 on September 3, 2015; and

WHEREAS, Section 1 of Policy 1010 – Adoption or Amendment of Policies, allows for policies to be added, eliminated, or modified from time to time by Resolution of the Board; and

WHEREAS, Staff is proposing revisions to Policy 3310 – Records Retention Policy to update the retention schedule in compliance with current state legislation and District best practices.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the South Placer Municipal Utility District that the attached Policy #3310 – Record Retention Policy is adopted in its entirety and is to be included in the aforementioned District Policy Handbook.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 5th day of May 2022.

Signed: _____
Gerald P. Mitchell, President of the Board of Directors

Attest: _____
Emilie Costan, Board Secretary

Series	Title or Description	Retention Period	Trigger Event	Retain or Destroy	Statue
A.01	Board Minutes, Ordinances & Resolutions	Permanent	N/A	I	GC §60201(d)(2); GC §60201(d)(3)
A.02	Board Agendas, Staff Reports, & Supplemental Materials	Permanent	N/A	I	GC §60201 et seq
A.03	Election Records including Oaths of Office	Permanent	N/A	I	GC §60201 et seq
A.04	Fair Political Practice Commission (FPPC) Filings: Form Series 400, 700, & 800 and Campaign Statements	7 years	Filing Date	DS	GC §81009(a-g)
A.05	Redistricting Records	Permanent	N/A	I	GC §60201(d)(1)
A.06	Public Record Requests	2 years	Request completion	D	GC §60201(d)(5)
A.07	Claims against the District	5 years	Settlement date		CCP §337; GC §911.2; GC §60201(d)(4)
A.08	Records affecting Title to Real Property or Liens Thereof	7 years	Disposal of property or removal of lien	DS	GC §60201(d)(8)
A.09	Contracts, Agreements, and Leases	10 years	Contract expiration date	DS	CCP §337; CCP §337.1(a); CCP §337.15; CCP §343; GC §60201(d)(9)
A.10	Unsuccessful Bids and Proposals	2 years	Close of solicitation period	DS	GC §60201(d)(11)
A.11	Accounting and Banking Records	10 years	Completion of transaction and/or project	DS	IRS Reg §31.6001-1(e)(2); 26 CFR §1.6001-1(e); R&T §19530; R&T §19530; GC §60201(d)(7); GC §60201 (d)(12)
A.12	Budget, Audit, Rate Study, Salary Study, Nexus Study and other Financial Reports and Schedules	Permanent	N/A	I	GC §60201(d)(10)
A.13	Payroll Records	10 years	Date of Payment	DS	GC §60201(d)(12); 29 CFR §1627.3
A.14	Personnel Records	3 4 years	Separation and/or employee & beneficiary no longer receiving retiree benefits.	DS	GC §12946; GC §60201(d)(12); 29 CFR §1627.3
A.15	Recruitment Records including Employment Applications, Interview Schedules and Notes, and Candidate Letters	2 years	End of recruitment	DS	29 CFR §1602.31; 29 CFR §1627.3(b)(ii); GC §12946
A.16	Utility Customer Information System	3 years	Account Closure	DS	GC §60201 et seq
A.17	Utility Billing Correspondence	3 years	Account Closure	DS	GC §60201 et seq
A.18	Delinquent Assessment Records	7 years	Lien date	DS	GC §60201 et seq
D.01	Documents with lasting Historical, Administrative, Legal, Fiscal, or Research Value.	Permanent	N/A	I	GC §60201(d)(10)
D.02	Policies and Procedures including correspondence, operational reports and information upon which District policy has been established.	10 years	Superseded or Inactive	DS	GC §60201(d)(10)
D.03	Grant Administration and Project Records	Grant requirement but not less than 7 years	Life of the Grant	DS	21 CFR §1403.36(i)(11); 21 CFR §1403.42(b); 24 CFR §85.42; 24 CFR §91.105(h); 24 CFR 570.502(b); 29 §CFR 97.42
D.04	Correspondence and Publications	2 years	Creation	D	GC §60201 et seq
F.01	Accident & Injury Reports	30 years	Date of incident	DS	GC §60201 et seq

F.02	Cal OSHA Records	<u>Regulatory Inspection Reports, Citations, Log 200 & 300: 7 years</u> <u>Employee Medical and Exposure Monitoring: 30 years</u>	Inspection date	DS	8 CCR §3203(b)(1); 8 CCR §3204(d)(1); LC §6429(c)
F.03	Commercial Driver Program	5 years	Completion date	DS	29 CFR §1627.3(b)(v); 49 CFR 653.71
F.04	Training Records including Ethics and Harassment Prevention certificates	5 years	Completion of Training	DS	GC §60201 et seq; GC §53235.2(b)
F.05	Regulatory Permits & Records	15 years	Creation	D	GC §60201(d)(10)
F.06	Equipment Ownership and Maintenance Records	2 years	Surplus of the Equipment	DS	GC §60201 et seq
T.01	Construction Project Records including bids, accounting records, and correspondence	10 years	Project award	DS	GC §60201(d)(6)
T.02	As-Built Construction Plans	Permanent	N/A	I	GC §60201(d)(6)
T.03	Easement Records	Permanent	N/A	I	GC §60201(d)(8)
T.04	Bills of Sale	Permanent	N/A	I	GC §60201(d)(8)
T.05	Work Orders	Permanent	N/A	I	GC §60201(d)(6)
T.06	Inspection Records	2 years Permanent	Project completion	D	GC §60201(d)(6)
T.07	Standard Specifications	Permanent	N/A	I	GC §60201(d)(10)
T.08	Sewer Code	Permanent	N/A	I	GC §60201(d)(2)
T.09	Server Backups	Incremental: All Revisions- 2 days Daily Revisions - 5 days Weekly Revisions - 4-3 weeks Monthly Revisions - 3 12 months Full: Quarterly - 1 year Annual Revisions- 2 7 years	Creation	DS	GC §60201 et seq

SOUTH PLACER MUNICIPAL UTILITY DISTRICT POLICIES

Policy Name:	3310 – RECORDS RETENTION POLICY		
Approval Authority:	SPMUD BOARD OF DIRECTORS	Adopted:	09/03/15
Resolution No.	15-23, 21-06, 22-12	Revised:	05/05/22

POLICY STATEMENT

The purpose of this policy is to provide guidelines to staff regarding the retention or disposal of South Placer Municipal Utility District records to provide for the identification, maintenance, safeguarding, and disposal of records in the normal course of business. This policy is in place to ensure the prompt and accurate retrieval of records in compliance with legal and regulatory requirements.

Section 1. Authority

The General Manager is authorized by the Board of Directors to interpret and implement this policy, and to cause to be destroyed any or all such records, papers, and documents that meet the qualifications governing the retention and disposal of records, as specified below.

Pursuant to the provisions of §12772 of the California Municipal Utility District Act and California Government Code §60200 through §60203, the following criteria will govern the retention and disposal of records of the South Placer Municipal Utility District.

Section 2. Definitions

Authorization – Approval from the General Manager, as authorized by the District's Board of Directors.

Accounting Records – Include, but are not limited to, the following:

1. Invoices, Requisitions/Purchase Orders, Cash Receipts, Claims, Bank Statements, Bank Deposits, Checks, Bills, Vendor Records including W-9 and Insurance, Accounting Authorizations taken from Board Minutes, Resolutions, or Contracts.
2. JOURNALS: Accounts Receivable or Payable Register, Check (payables), General Journal, Payroll Journal.
3. LEDGERS: Expenditure, Revenue, Accounts Payable or Receivable Ledgers, Construction, General Ledger, Assets/Depreciation.
4. TRIAL BALANCE
5. STATEMENTS (Interim or Certified): Balance Sheet, Analysis of Changes in Available Fund Balance, Cash Receipts and Disbursements.
6. JOURNAL ENTRIES
7. PURCHASING: Inventory Records, Capital Asset Record, Depreciation Schedule, Inventory of Fixed Assets, Cost Accounting Records.

Destroy – To dispose of a record by shredding or recycling paper records (tangible documents and materials) or permanently deleting electronic records.

Destroy Securely – To dispose of a confidential record by shredding, erasing, incinerating, or pulverizing it on site. Such records may be destroyed securely off site using a document shredding company approved by the General Manager, which maintains procedures to ensure the confidentiality of records prior to destruction.

Payroll and Personnel Records – Include but are not limited to the following:

1. Accident Reports, Injury Claims, Settlements, Applications, Employment Changes, Earnings Records, Wage and Garnishments Records, Insurance Records of Employees, Job Descriptions, Medical Histories, Retirements, Timecards, Performance Evaluations.

Life – The inclusive, operational, or valid dates of a document.

Record – Any “record” as defined in Government Code §60201, including any paper, bound book or booklet, card, photograph, drawing, chart, blueprint, map, tape, microfilm, or other document, issued by or received by the District, and maintained and used as information in the conduct of its operations

Record Copy – The official District copy of a document or file.

Record Series – A group of records generally filed together and having the same reference and retention value.

Records Center – The site selected for storage of inactive records.

Records Disposal – The planning for and/or the physical operation involved in the transfer of records to a Records Center or the authorized destruction of records pursuant to the approved Records Retention Schedule.

Record Lifecycle – The active period, inactive period, and final disposition period are three commonly used lifecycle terms. The active period will vary according to the record but is generally characterized as a record that is used or referred to frequently during the course of business and should be readily accessible. The inactive period is when the record’s regular use declines or ends; however, the record is still required to be held. The final disposition is generally the end of the record’s life when a final decision is made about the record.

Records Retention Schedule – The consolidated, approved schedule list of all District records which timetables the life and disposal of all records.

Retention Code – Abbreviation of retention action which appears on the retention schedule.

Trigger Event – A tangible or intangible barrier or occurrence which, once met, causes another **event** to occur.

Vital Records – Records which, because of the information they contain, are essential to the resumption and/or continuation of operations, the recreation of legal and financial status of the District, in case of a disaster, or the fulfillment of obligations to bondholders, customers, and employees.

Vital records include but are not limited to the following:

1. Agreements, Annexations and Detachments, As-built Drawings, Audits, Contract Drawings, Customer Statements, Deeds, Depreciation Schedule, Disposal of Surplus & Excess Property, District Insurance Records, Easements, Encroachment permits, Facility improvement plans, Personnel Records, Individual Claims/Settlements, Inventory, Journal Vouchers, Ledgers,

Licenses & Permits (to operate), Loans & grants, Maps, Minutes of Board Meetings, Resolutions, Ordinances, Payroll registers, Policies, Rules & Regulations, Purchase Orders & Requisitions.

Section 3. Storage of Records

Proper storage of records in all stages of a record's lifecycle, regardless of format, effectively utilizes resources, aids in the allocation of space, and reduces liability and cost to the District. District records should only be stored on approved devices and in appropriate storage locations (See Appendix A *Document Storage Requirements*).

State laws generally preclude the destruction of a public record less than two years old unless the record has been reproduced in some manner, properly stored, and is available for public disclosure to the same extent as the original. Accordingly, the District's Electronic Content Management System (ECMS) shall be the official repository used to retain and store electronic copies of District records. No page of any record shall be destroyed if the page cannot be reproduced electronically with full legibility. Every irreproducible page shall be permanently preserved for the applicable retention period set forth below. Every reproduction made pursuant to this section shall be deemed to be an original record.

Section 4. Duplicate Records

Duplicate records, papers and documents may be destroyed at any time without the necessity of Board authorization or copying to photographic or electronic media.

Section 5. Records Prepared in a Manner other than Pursuant to State or Federal Statute

Originals of records, papers, and documents more than two years old that were prepared or received in any manner other than pursuant to State or Federal statute may be destroyed without the necessity of copying to photographic or electronic media.

Section 6. Destruction

Record disposition applies to all records, regardless of the physical form or location of the record. At the conclusion of a record's retention period, the record shall be disposed of in accordance with this Policy. Unless the document is retained permanently, records shall be destroyed (recycled or deleted) or destroyed securely (shredded, erased, incinerated, or pulverized). Records that are securely destroyed shall either be done under the supervision of another employee or by an approved agency.

The records classification and retention periods outlined in this Policy constitute legal authority for retention and disposal of official records. No record shall be destroyed until it has met the minimum retention period and destruction has been authorized. If this Policy does not include a particular record series, contact the Administrative Services Manager for assistance.

Section 7. Records Hold

When a District employee receives notice of an existing or anticipated lawsuit, that notice shall be immediately communicated to the District's General Counsel. Upon notice of existing or anticipated litigation or upon request for investigative or review purpose, the District's General Counsel shall initiate a record hold to suspend operation of the applicable record retention period for such records that may be related to the lawsuit or claim.

**Appendix A
Document Storage Requirements**

System	Lifecycle	Retention Standard
Laserfiche (ECMS)	Active/Inactive	+ 5 Years
Laserfiche is recommended for records that are accessed by staff frequently and for records with long retention periods.		
Network Folders	Active/Inactive	- 5 Years
Network folders are recommended for files that are extremely large and may be difficult to work with in an alternate storage location as well as records that require internal sharing but where collaboration and versioning are not needed.		
OneDrive	Active	- 5 Years
OneDrive is recommended for documents where minimal sharing and collaboration is required.		
SharePoint	Active	- 2 Years
SharePoint is recommended for collaboration and frequent internal and external document sharing.		
Software/Database	Active/Inactive	- 5 Years
Case management software, workflow systems, and databases should not be used for long term storage of records. These records should be migrated into or integrated with Laserfiche to ensure adequate preservation of the records.		
Internet/Intranet	Duplicates	N/A
The Internet and Intranet should only contain duplicate copies of records, and links to the official copy shall be provided wherever possible.		
Email	Active	- 2 Years
Records contained in emails shall be moved to an alternate location and stored based on their content and the associated retention period.		
Text Messages	Active	-2 Years
Records contained in text messages shall be moved to an alternate location and stored based on their content and the associated retention period. For assistance migrating and preserving text messages located on a personal device, please contact the Administrative Services Manager.		
Local Machine	Active	N/A
Only drafts, duplicates and transitory documents shall be stored on a desktop or C: Drive.		
External Media	Active	N/A
Only drafts, duplicates and transitory documents shall be stored on an external media device such as a flash drive, CD, DVD, or external hard drive.		
Onsite Physical Storage	Active	- 5 Years
Physical records that are cost prohibitive to digitize due to limited need for access, a short retention period, or media type may be stored onsite in the Record Center.		

Series	Title or Description	Retention Period	Trigger Event	Retain or Destroy	Statue
A.01	Board Minutes, Ordinances & Resolutions	Permanent	N/A	I	GC §60201(d)(2); GC §60201(d)(3)
A.02	Board Agendas, Staff Reports, & Supplemental Materials	Permanent	N/A	I	GC §60201 et seq
A.03	Election Records including Oaths of Office	Permanent	N/A	I	GC §60201 et seq
A.04	Fair Political Practice Commission (FPPC) Filings: Form Series 400, 700, & 800 and Campaign Statements	7 years	Filing Date	DS	GC §81009(a-g)
A.05	Redistricting Records	Permanent	N/A	I	GC §60201(d)(1)
A.06	Public Record Requests	2 years	Request completion	D	GC §60201(d)(5)
A.07	Claims against the District	5 years	Settlement date		CCP §337; GC §911.2; GC §60201(d)(4)
A.08	Records affecting Title to Real Property or Liens Thereof	7 years	Disposal of property or removal of lien	DS	GC §60201(d)(8)
A.09	Contracts, Agreements, and Leases	10 years	Contract expiration date	DS	CCP §337; CCP §337.1(a); CCP §337.15; CCP §343; GC §60201(d)(9)
A.10	Unsuccessful Bids and Proposals	2 years	Close of solicitation period	DS	GC §60201(d)(11)
A.11	Accounting and Banking Records	10 years	Completion of transaction and/or project	DS	IRS Reg §31.6001-1(e)(2); 26 CFR §1.6001-1(e); R&T §19530; R&T §19530; GC §60201(d)(7); GC §60201 (d)(12)
A.12	Budget, Audit, Rate Study, Salary Study, Nexus Study and other Financial Reports and Schedules	Permanent	N/A	I	GC §60201(d)(10)
A.13	Payroll Records	10 years	Date of Payment	DS	GC §60201(d)(12); 29 CFR §1627.3
A.14	Personnel Records	4 years	Separation and/or employee & beneficiary no longer receiving retiree benefits.	DS	GC §12946; GC §60201(d)(12); 29 CFR §1627.3
A.15	Recruitment Records including Employment Applications, Interview Schedules and Notes, and Candidate Letters	2 years	End of recruitment	DS	29 CFR §1602.31; 29 CFR §1627.3(b)(ii); GC §12946
A.16	Utility Customer Information System	3 years	Account Closure	DS	GC §60201 et seq
A.17	Utility Billing Correspondence	3 years	Account Closure	DS	GC §60201 et seq
A.18	Delinquent Assessment Records	7 years	Lien date	DS	GC §60201 et seq
D.01	Documents with lasting Historical, Administrative, Legal, Fiscal, or Research Value.	Permanent	N/A	I	GC §60201(d)(10)
D.02	Policies and Procedures including correspondence, operational reports and information upon which District policy has been established.	10 years	Superseded or Inactive	DS	GC §60201(d)(10)
D.03	Grant Administration and Project Records	Grant requirement but not less than 7 years	Life of the Grant	DS	21 CFR §1403.36(i)(11); 21 CFR §1403.42(b); 24 CFR §85.42; 24 CFR §91.105(h); 24 CFR §570.502(b); 29 §CFR 97.42
D.04	Correspondence and Publications	2 years	Creation	D	GC §60201 et seq

F.01	Accident & Injury Reports	30 years	Date of incident	DS	GC §60201 et seq
F.02	Cal OSHA Records	<u>Regulatory Inspection Reports, Citations, Log 200 & 300: 7 years</u> <u>Employee Medical and Exposure Monitoring: 30 years</u>	Inspection date	DS	8 CCR §3203(b)(1); 8 CCR §3204(d)(1); LC §6429(c)
F.03	Commercial Driver Program	5 years	Completion date	DS	29 CFR §1627.3(b)(v); 49 CFR 653.71
F.04	Training Records including Ethics and Harassment Prevention certificates	5 years	Completion of Training	DS	GC §60201 et seq; GC §53235.2(b)
F.05	Regulatory Permits & Records	15 years	Creation	D	GC §60201(d)(10)
F.06	Equipment Ownership and Maintenance Records	2 years	Surplus of the Equipment	DS	GC §60201 et seq
T.01	Construction Project Records including bids, accounting records, and correspondence	10 years	Project award	DS	GC §60201(d)(6)
T.02	As-Built Construction Plans	Permanent	N/A	I	GC §60201(d)(6)
T.03	Easement Records	Permanent	N/A	I	GC §60201(d)(8)
T.04	Bills of Sale	Permanent	N/A	I	GC §60201(d)(8)
T.05	Work Orders	Permanent	N/A	I	GC §60201(d)(6)
T.06	Inspection Records	Permanent	Project completion	D	GC §60201(d)(6)
T.07	Standard Specifications	Permanent	N/A	I	GC §60201(d)(10)
T.08	Sewer Code	Permanent	N/A	I	GC §60201(d)(2)
T.09	Server Backups	All Revisions - 2 days Daily Revisions - 5 days Weekly Revisions - 3 weeks Monthly Revisions - 12 months Annual Revisions - 7 years	Creation	DS	GC §60201 et seq



SOUTH PLACER MUNICIPAL UTILITY DISTRICT
5807 Springview Drive
Rocklin, CA 95677
(916) 786-8555
(916) 786-8553 (Fax)

Authorization to Destroy Records

- Record Inventory Worksheet is Attached Shredding of Paper Version is Required

Section I. Authorization

Complete this section prior to Destruction, after documents have been reviewed and prepared for Destruction.

Employee Name (Please Print)

Employee Signature

Date

Supervisor

Date

Section II. Certification

Complete this section after Destruction of the documents.

I hereby certify that the records listed on the attached records inventory worksheet, have been dispositioned in accordance with District policies and procedures.

Employee Name (Please Print)

Employee Signature

Date

- Records were destroyed by a 3rd party vendor and a Certificate of Destruction is attached.

Return completed copies of this form to the Administrative Services Manager

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Emilie Costan, Administrative Services Manager

Cc: Herb Niederberger, General Manager

Subject: Resolution 22-13 Notice of Governing Board Member Election

Meeting Date: May 5, 2022

Overview

Two of the South Placer Municipal Utility District Board Directors have expiring terms which are coming up for election in November 2022.

<u>Board Member Name</u>	<u>Ward</u>	<u>Regular/Short Term</u>
William Dickinson	Ward 2	Regular
John Murdock	Ward 3	Regular

Per California Elections Code Section 10509, the Placer County Office of Elections requires a Resolution from the District to request election services. Resolution 22-13 requests a consolidation of the District’s election with the November 8, 2022 election, requests the County’s election services, and identifies the election requirements candidates must follow to qualify for candidacy in their particular Ward.

Recommendation

Staff recommends that the Board of Directors adopt Resolution 22-13:

1. Declaring an Election be held in its Jurisdiction
2. Requesting the Board of Supervisors to Consolidate this Election with any other Election conducted on said date, and
3. Requesting Election Services by the County Clerk.

Strategic Plan Goals

This action is consistent with Goal 1.3: Maintaining transparency with all District activities.

Fiscal Impact

The District will incur applicable costs from Placer County Election services estimated to be \$80,000. If current Board members run for re-election unopposed there is a possibility that these costs will not be incurred.

Attachments:

1. Resolution 22-13 Notice of Governing Board Member Elections
2. Ordinance 22-01 Transitioning from At-Large/From-District Elections to By-District/From-District Elections and Re-Establishing District Ward Boundaries

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 22-13

A RESOLUTION OF THE GOVERNING BODY OF THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT, DECLARING AN ELECTION BE HELD IN ITS JURISDICTION; REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE THIS ELECTION WITH ANY OTHER ELECTION CONDUCTED ON SAID DATE; AND REQUESTING ELECTION SERVICES BY THE COUNTY CLERK

WHEREAS, this District Governing Body orders an election to be held in its jurisdiction on November 8, 2022; at which election the issue(s) to be presented to the voters shall be:

NOMINATION OF CANDIDATES FOR THE GOVERNING BODY

1. Said election shall be to fill a vacancy for the following Board Members whose term has expired:

<u>Incumbent's Name</u>	<u>Division Number</u>	<u>Regular/Short Term</u>
William Dickinson	Ward 2	Regular
John Murdock	Ward 3	Regular

2. Said Directors for this District are elected in the following manner:

By District.

Directors are split into areas; only those voters residing in the area may vote for candidates who run in the area.

3. Said District has determined the following election particulars:
 - The length of the Candidate Statement shall not exceed **200** words.
 - The cost of the Candidate Statement shall be paid by the **Candidate**.

MEASURES TO BE SUBMITTED TO THE VOTERS (IF APPLICABLE)

4. Said District **does not** request measures be decided at this election.
5. Said District has determined the following election particulars:
 - In the case of a tie vote, the election shall be determined by **LOT**.
 - The County Clerk is **requested** to provide election services, all applicable costs will be paid for by the District.
6. The District hereby certifies that:

There have been changes to the District boundary lines since our last election as shown on the attached map and/or legal description.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the South Placer Municipal Utility District that the Board of Supervisors of the County of Placer is hereby requested to:

1. Consolidate the election with any other applicable election conducted on the same day;
and
2. Authorize and direct the County Clerk, at Governing Body expense, to provide all necessary election services.

This Resolution shall be considered a Notice of Election and Specification of Election Order if applicable.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 5th day of May 2022.

Signed: _____
Gerald P. Mitchell, President of the Board of Directors

Attest: _____
Emilie Costan, Board Secretary

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

ORDINANCE NO. 22-01

AN ORDINANCE TO TRANSITION FROM AT-LARGE/FROM-DISTRICT ELECTIONS TO BY-DISTRICT/FROM-DISTRICT ELECTIONS AND RE-ESTABLISHING DISTRICT WARD BOUNDARIES

SECTION 1

The Board of Directors of the South Placer Municipal Utility District (the “District”) hereby finds and declares as follows:

A. WHEREAS, the South Placer Municipal Utility District was formed and organized under the Municipal Utility District Act (the “MUD Act”) of the State of California (California Public Utilities Code Section 11501 et seq.); and.

B. WHEREAS, the MUD Act established a “from-district” electoral system, in which a Director must be a resident and voter of the ward they represent but is elected at large by all voters of the District; and

C. WHEREAS, pursuant to Section 11823 of the MUD Act, the Board shall by resolution or ordinance fix the boundaries of the ward for the purpose of electing directors therefrom; and

D. WHEREAS, in conformance with the California Voting Rights Act (California Elections Code Section 14025 – 14032), the District intends to transition to by-district elections, in which the elected official must reside in a particular electoral district or ward and be elected by only those voters residing within the same ward; and

E. WHEREAS, Section 22000 of the Election Code authorizes the Board of Directors to adjust District Ward boundaries by resolution or ordinance whenever they determine that a sufficient change in population has occurred, and it is desirable to do so. The District last adjusted ward boundaries by Resolution 06-09, adopted on October 5, 2006; and

F. WHEREAS, on November 4, 2021, the South Placer Municipal Utility District Board of Directors Adopted Resolution 21-43 declaring its intent to transition from At-Large/From-District elections to By-District/From-District elections; and

G. WHEREAS, the District retained the services of an expert demographer to prepare draft maps reflecting public input received, as well as criteria established by the California Voting Rights Act; and

H. WHEREAS, the demographer prepared three (3) proposed maps, based on input from the Board and staff, and the District received one (1) proposed map submitted by a citizen; and

I. WHEREAS, in compliance with Elections Code Section 10010, the District did solicit public input into the process and conducted public hearings on November 4, and December 2, 2021, and February 3, 2022, and further conducted an afterhours public workshop on January 6, 2022. The proposed maps were made available to the public for consideration in advance and have been posted to the District's website.

J. WHEREAS, at the public hearing on February 3, 2022, the Board considered all proposed maps and, after deliberation and receiving input from the public, staff, and the demographer, determined that the map known as "Scenario 2" and attached to this Ordinance as "Exhibit 1" most closely satisfied the requisite criteria; and

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

SECTION 2

Establishment of Electoral Districts (Wards). The government of the South Placer Municipal Utility District is vested in a board of five directors, one from each of five wards. Each director shall reside in a particular ward and be elected by only those voters residing within the same ward.

SECTION 3

Ward Boundaries. The South Placer Municipal Utility District Wards 1 through 5 are hereby re-established and are identified in Exhibit 1, attached hereto. In establishing these boundaries pursuant to Elections Code Section 10010, the Board of Directors has given due consideration to the criteria listed in

California Elections Code Section 21500(c), including topography, geography, cohesiveness, contiguity, integrity, compactness of territory, communities of interest and balance of population.

SECTION 4

Vacancies. Notwithstanding any other provision of this Ordinance, each Director in office at the time this Ordinance takes effect shall continue in office until the expiration of the term to which he or she was elected. In the event a vacancy occurs before the expiration of the term of a Director in office at the time this Ordinance takes effect, a person who is appointed or elected by special election to fill such vacancy shall not be subject to the provisions of this ordinance, except that the Director appointed by the Board or elected by special election shall only serve out the remainder of the at-large term to which he or she is appointed or elected.

SECTION 5

This Ordinance shall go into effect on April 4, 2022.

SECTION 6

This Ordinance was introduced at a regular meeting of the Board of Directors held on the 3rd Day of February 2022.

SECTION 7

Upon final passage, this Ordinance, or a summary of this Ordinance, shall be published once a week for two successive weeks in a newspaper of general circulation within the District, pursuant to the provisions of Sections 11534 and 11910 of the Public Utilities Code.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of South Placer Municipal Utility District on this 3rd day of March 2022 by the following vote:

AYES: 5

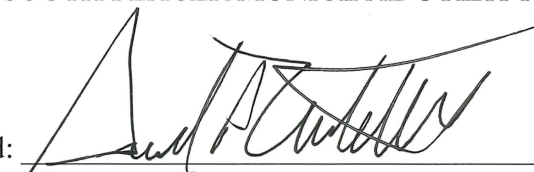
NOES: 0

ABSTAIN: 0

ABSENT: 0

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

Signed: _____



Gerald P. Mitchell, President of the Board of Directors

ATTEST:



Emilie Costan, Board Secretary

Ordinance 22-01
Attachment "A"
Census Blocks by Ward

Ward 1 – Census Blocks

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Ward 2 – Census Block Blocks

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Ward 3 – Census Blocks

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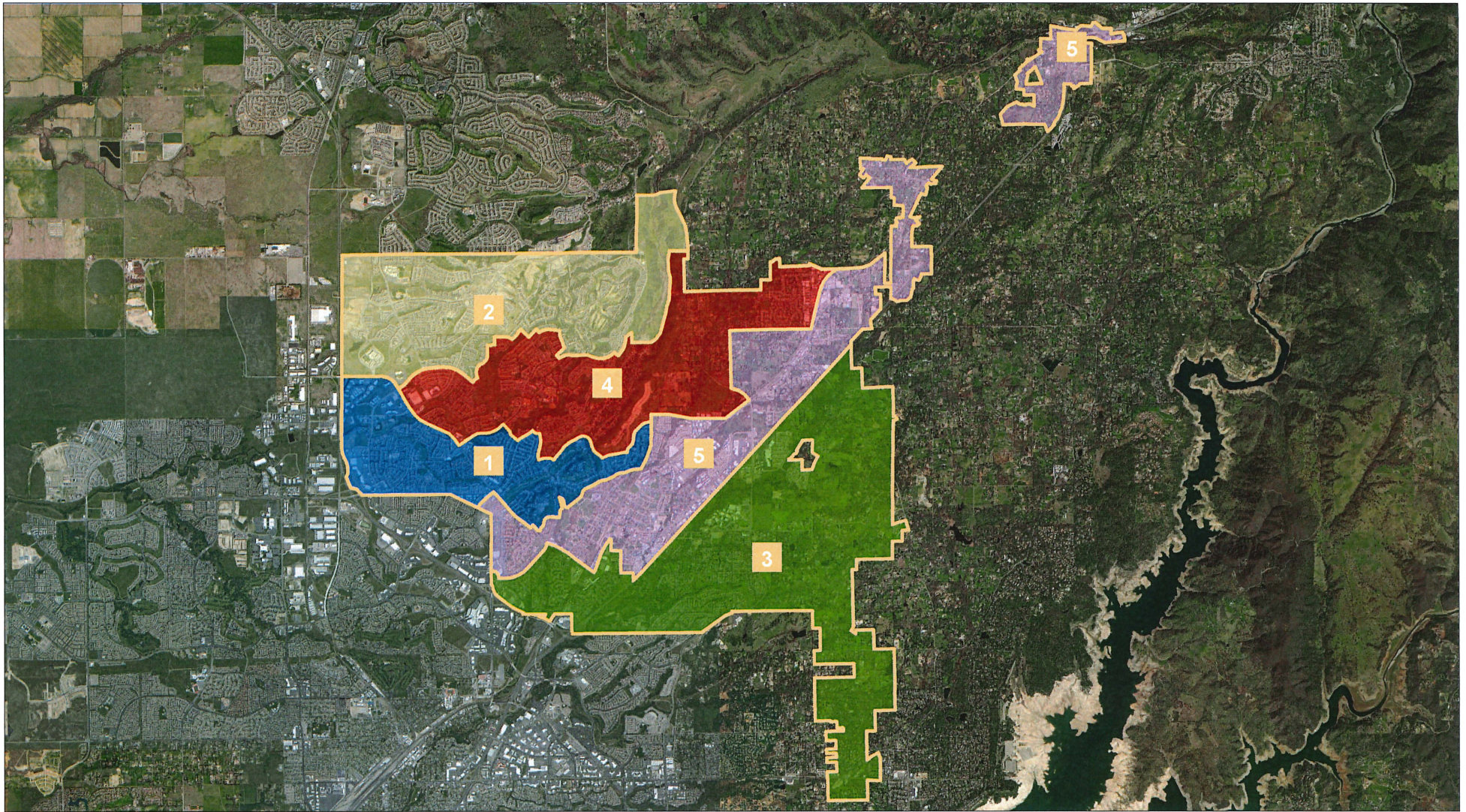
Ward 4 – Census Blocks

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Ward 5 – Census Blocks

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Ordinance 22-01
 Attachment B
 Ward Boundaries

Map prepared by: SPMUD
 Data prepared by: Redistricting Insights, LLC



SOUTH PLACER
 MUNICIPAL UTILITY DISTRICT



- Ward 1
- Ward 2
- Ward 3
- Ward 4
- Ward 5

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Herb Niederberger, General Manager

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

Subject: Resolution 22-14 Declaring and Re-ratifying the State of Emergency and Authorizing Remote Teleconference Meetings of the Board of Directors due to the COVID-19 Emergency

Meeting Date: May 5, 2022

Overview

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

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

Such conditions now exist in the District, specifically, the State of Emergency declared by the Governor with Executive Order N-25-20 on March 4, 2020, due to the COVID-19 pandemic. Guidance from the State of California has been adopted by the Placer County Health Department which recommends or mandates social distancing and face coverings in certain settings to prevent the spread of COVID-19.

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

A provision of AB361 requires that the Board of Directors Declare and Re-ratify the State of Emergency and Authorize continuing Remote Teleconference Meetings of the Board of Directors every 30 days. Resolution 22-09 adopted on April 7, 2022, provided authorization from that day through May 6, 2022. To continue remote teleconference meetings, the Board must adopt a subsequent resolution. Resolution 22-14 provides coverage for remote meetings through June 4, 2022.

Recommendation

Staff requests the Board of Directors:

1. Adopt Resolution 22-14 Declaring and Re-ratifying the State of Emergency and Authorizing Remote Teleconference Meetings of the Board of Directors from May 5, 2022 through June 4, 2022 due to the COVID-19 Emergency.

Strategic Plan Goals

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.3: Maintain Transparency with all District Activities.

Goal 4.1: Maintain Compliance with Pertinent Regulations

Fiscal Impact

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

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 22-14

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS OF THE SOUTH PLACER MUNICIPAL UTILITY DISTRICT FOR THE PERIOD OF MAY 5, 2022, TO JUNE 4, 2022, PURSUANT TO BROWN ACT PROVISIONS.

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

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

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

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

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

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

WHEREAS, the Board of Directors previously adopted Resolution 22-09 on April 7, 2022, finding that the requisite conditions exist for the District's Board of Directors to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

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

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

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

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

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

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

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

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

Section 3. Re-ratification of Governor’s Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California’s Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

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

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) June 4, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board of Directors of the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of the South Placer Municipal Utility District this 5th day of May 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Signed: _____

Gerald P. Mitchell, 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: Construction Cooperation and Reimbursement Agreement for the City of Rocklin 2022 Mission Hills Road Reconstruction Project (Phase 3)

Meeting Date: May 5, 2022

Background

The City of Rocklin intends to rehabilitate and overlay pavement within Mountain View Drive, Verano Way, Roble Way, Hillside Drive, and a portion of Argonaut Avenue as part of the Mission Hills Road Reconstruction Project (Phase 3). The District’s manhole frame and covers located within the project area/right-of-way are required to be adjusted to accommodate the paving operations. In addition, the District requires pre- and post-construction closed-circuit television (CCTV) inspection of the District’s facilities to ensure damage has not occurred and debris have not entered the sewer system.

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

Should the Board approve Resolution 22-15, the signed agreement will be sent to the City of Rocklin’s City Council for approval and signature. The District and City intend to use a similar process for coordination of future work to meet the parties’ individual and shared objectives.

Recommendation

Staff recommends that the Board of Directors adopt Resolution 22-15 to authorize the General Manager to execute the attached Construction Cooperation and Reimbursement Agreement between South Placer Municipal Utility District and the City of Rocklin for the City of Rocklin 2022 Mission Hills Road Reconstruction Project (Phase 3).

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

- Goal 1.2: Improve communications.
- Goal 3.1: Plan all projects to ensure adherence to District standards and ordinances.

Fiscal Impact

Per the agreement, the District is responsible to pay for the actual cost of the adjustment of nineteen (19) manhole frames and covers as well as pre- and post-construction closed-circuit

television (CCTV) inspection of the District's facilities. The City will administer the contract in coordination with District staff. All construction is required to meet the District's standards and specifications.

The City of Rocklin awarded the project to McGuire and Hester who was the lowest responsive, responsible bidder. The cost of the sewer portion of the work is \$32,800 and is included in the FY 21/22 budget as participation in regional projects.

Attachments:

1. Exhibit A: City of Rocklin 2022 Mission Hills Road Reconstruction Project (Phase 3) Project Area Map
2. Resolution 22-15 Authorization to Enter Construction Cooperation and Reimbursement Agreement for the City of Rocklin 2022 Mission Hills Road Reconstruction Project.
3. Construction Cooperation and Reimbursement Agreement between South Placer Municipal Utility District and the City of Rocklin for the City of Rocklin 2022 Mission Hills Road Reconstruction Project.

Exhibit A: City of Rocklin 2022 Mission Hills Road Reconstruction Project (Phase 3) Construction Cooperation and Reimbursement Agreement - \$32,800



SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 22-15

**AUTHORIZATION TO ENTER CONSTRUCTION COOPERATION AND
REIMBURSEMENT AGREEMENT FOR THE CITY OF ROCKLIN 2022 MISSION
HILLS ROAD RECONSTRUCTION PROJECT (PHASE 3)**

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

WHEREAS, the City proposes to rehabilitate failed portions of pavement within Mountain View Drive, Verano Way, Roble Way, Hillside Drive, and a portion of Argonaut Avenue in Rocklin, Placer County, California, as part of the 2022 Mission Hills Road Reconstruction Project (Phase 3) hereinafter referred to as “Project”, and

WHEREAS, the project requires the adjustment of the District’s facilities concurrently with the Project, and

WHEREAS, the District agrees to pay for the actual cost to adjust the District’s facilities during the Project and pre- and post-construction closed circuit television (CCTV) inspection of existing District facilities which are anticipated to be \$32,800, and

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

NOW, THEREFORE BE IT RESOLVED, the South Placer Municipal Utility District Board of Directors authorizes the General Manager to enter into the attached construction cooperation and reimbursement agreement for the City of Rocklin 2022 Mission Hills Reconstruction Project (Phase 3).

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District

Board of Directors at Rocklin, CA this 5th day of May 2022.

Signed: _____
Gerald P. Mitchell, President of the Board of Directors

Attest: _____
Emilie Costan, Board Secretary

**CONSTRUCTION COOPERATION AND REIMBURSEMENT AGREEMENT
BETWEEN SOUTH PLACER MUNICIPAL UTILITY DISTRICT AND THE CITY OF ROCKLIN
FOR UTILITY COVER ADJUSTMENTS ASSOCIATED WITH THE CITY OF ROCKLIN'S 2022 MISSION HILLS
PHASE 3 ROAD RECONSTRUCTION PROJECT**

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

RECITALS

WHEREAS, the LOCAL AGENCY proposes to rehabilitate failed portions of Mountain View Drive, Verano Way, Roble Way, Hillside Drive, and a portion of Argonaut Avenue as part of the 2022 Mission Hills Road Reconstruction Project Phase 3, in Rocklin, Placer County, California, hereinafter referred to as "Project," as shown on the approved improvement plans for the Project; and

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

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

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

AGREEMENT

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

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

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

5. The OWNER shall reimburse the LOCAL AGENCY for costs paid to the LOCAL AGENCY's contractor(s) to install the OWNER Facilities in accordance with the following procedure:
 - a. The OWNER shall pay its share of the actual cost of said work included in the LOCAL AGENCY's highway construction contract within 90 days after receipt of LOCAL AGENCY's bill; compiled on the basis of the actual bid price of said contract. The estimated cost to OWNER for the work being performed by the LOCAL AGENCY's contractor is \$32,800.
 - b. Prior to the LOCAL AGENCY's issuance of the construction documents for the Project for bids, the OWNER and the LOCAL AGENCY shall agree on the construction line items to be included in the bid schedule for the OWNER Facilities. The LOCAL AGENCY shall require the contractor to submit with each monthly payment application an itemization indicating progress on these unit price line items. Upon payment to the Contractor for any of the OWNER Facilities line items, LOCAL AGENCY may submit an invoice to OWNER for reimbursement hereunder of the amounts paid. OWNER shall pay said invoice within thirty (30) days of receipt.
 - c. The OWNER shall be responsible to reimburse LOCAL AGENCY for all payments to the contractor for approved change orders for extra work performed on the OWNER Facilities. LOCAL AGENCY will be responsible for all other Project-related change orders, delays, and extra work incurred by the contractor. The OWNER and LOCAL AGENCY will jointly work to negotiate change order requests and claims by the contractor to resolve any claims directly related to the OWNER Facilities in a timely manner, provided that neither the LOCAL AGENCY nor the OWNER shall agree to the resolution of any such change order request or claim without the other's approval.

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

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

INDEMNITY

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

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

INSURANCE

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

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

PERFORMANCE AND PAYMENT BONDS

All bonds shall be issued by California admitted surety insurers. The estimated cost of the Facilities is \$32,800. Prior to construction of any of the Facilities and during all such construction, the LOCAL AGENCY or LOCAL AGENCY's Contractor shall provide a Performance Bond with a penal sum of 100% of the estimated cost of the Facilities. The performance bond shall be in a form acceptable to the OWNER. The OWNER may formally waive the requirement for a performance bond if the LOCAL AGENCY's Contractor demonstrates that it has provided a comparable performance bond to the LOCAL AGENCY pursuant to Government Code Section 66499.1, which bond encompasses the installation of the Facilities and names the OWNER as co-obligee. The LOCAL AGENCY shall maintain the Performance Bond at all times during the life of this agreement and for a period one (1) year after the completion and acceptance of the Facilities by the OWNER.

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

WARRANTIES AND REPAIRS

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

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

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

SIGNATURES

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

LOCAL AGENCY

(OWNER)

By: _____

Justin Nartker
Local Agency Director

By: _____

Herb Niederberger
General Manager

Date: _____

Date: _____

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

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors
From: Herb Niederberger, General Manager
Cc: Carie Huff, District Engineer
Subject: Deferred Payment of Participation Fees – Gerwer Property at 5465 Ruhkala Road
Meeting Date: May 5, 2022

Background

Policy 3350 – Deferred Participation Charges outlines the District’s criteria to accommodate short term deferral of the payment of sewer participation charges required by the District. A hardship must be demonstrated in order to qualify for the participation fee deferral program for a single-family home. The fees are paid quarterly over the course of a year with an interest rate equivalent to the Wall Street Journal Prime Rate plus two percent. In the event of default or non-payment, the remaining balance will be placed as a lien on the property.

Dan Gerwer purchased the property at 5465 Ruhkala Road with an existing home on a septic system. The septic system is failing, and Placer County Environmental Health is requiring connection to the public sewer main since it is within forty feet of the nearest property corner. District staff has been working with Mr. Gerwer to connect to the public sewer within Winding Lane. However, Mr. Gerwer has submitted a request for the deferment of sewer participation fees (\$12,999) and the mainline tap fee (\$2,485), and his demonstration of hardship letter is included in the attached Agreement to Defer Participation Charges and Mainline Tap Fee (Exhibit A).

Under normal circumstances this Deferred Payment Agreement would be approved by the General Manager since it is for 1 EDU; however, the property owner has requested that the mainline tap fee also be included in the agreement which is why it is presented for board consideration.

Recommendation

Staff requests that the Board of Directors adopt Resolution 22-16 Authorizing the General Manager to sign the Agreement to Defer Payment of Participation Charges and Mainline Tap Fee between South Placer Municipal Utility District and Dan Gerwer.

Strategic Plan Goals

This action is consistent with SPMUD Strategic Plan Goals:

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

Related District Ordinances and Policies

Policy #3150 – Deferred Participation Charges

Fiscal Impact

The total amount requested to be deferred over one year is \$15,484. Per District Policy #3150, the annual interest is 5.5%. Four equal payments of \$3,950.65 will be due over the course of the year.

Attachments:

1. Resolution 22-16 Agreement to Defer Participation Fees and Mainline Tap Fee
2. Exhibit A – Agreement to Defer Participation Fees and Mainline Tap Fee

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO: 22-16

**RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN
AGREEMENT WITH DAN GERWER FOR DEFERMENT OF PARTICIPATION FEES
AND MAINLINE TAP FEE**

WHEREAS, The South Placer Municipal Utility District (District) Board Policy Handbook determines the manner in which matters of District business are to be conducted; and

WHEREAS, pursuant to Board Policy #3350 – Deferred Participation Charges, a single-family home may, under certain conditions, be eligible to defer payment of sewer participation fees in the case of hardship; and

WHEREAS, the property owner has also requested to defer the mainline tap fee due to hardship which is outside the parameters of District Policy #3350; and

WHEREAS, the property owner has provided written documentation of a demonstrated hardship; and

WHEREAS, District Staff supports the request from Dan Gerwer at 5465 Ruhkala Road (APN 010-260-002-000) to enter into an agreement to defer payment of sewer participation fees and mainline tap fees.

NOW, THEREFORE BE IT RESOLVED, that the South Placer Municipal Utility District Board of Directors authorizes the General Manager to enter into the attached Agreement to Defer Participation Fees and the Mainline Tap Fee with Dan Gerwer at 5465 Ruhkala Road (APN 010-260-002-000).

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 5th day of May 2022.

Signed: _____

Gerald P. Mitchell, President of the Board of Directors

Attest: _____

Emilie Costan, Board Secretary

Recording Requested
By And Return To:

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

No Fee per
Government Code §
6103 and 27383

APN: 010-260-002-000

AGREEMENT TO DEFER PAYMENT OF PARTICIPATION
CHARGES AND MAINLINE TAP FEE BETWEEN SOUTH PLACER
MUNICIPAL UTILITY DISTRICT AND DAN GERWER

**AGREEMENT AND GRANT OF LIEN FOR
DEFERRED PAYMENT OF PARTICIPATION
CHARGES AND MAINLINE TAP FEE
BETWEEN SOUTH PLACER MUNICIPAL
UTILITY DISTRICT AND
DAN GERWER**

1. This Agreement and Grant of Lien for Deferred Payment of Participation Charges and Mainline Tap Fee (this “Agreement”) commences on the 5th day of May 5, 2022 by and between SOUTH PLACER MUNICIPAL UTILITY DISTRICT (hereinafter referred to as “DISTRICT”), a public agency and Dan Gerwer (hereinafter referred to as “Owner”) (together, the “Parties”).
2. The property is located within the City of Rocklin, County of Placer, State of California, lying within the boundaries of DISTRICT at 5465 Ruhkala Road, Rocklin, California 95677, APN 010-260-002-000; (hereinafter referred to as the “Property”). See Attachment C.
3. The Owner desires to connect the home to the public sewer system resulting in a charge of one (1) Equivalent Dwelling Unit (EDU) and related Participation Charges as well as the cost of a Mainline Tap Tee (2021/2022 Fee Schedule).

1.0 EDU x \$12,999.00 (rate/EDU currently in effect) = \$12,999.00

Mainline Tap Fee = \$2,485.00

Total = \$15,484.00

Dan Gerwer has made a formal request (Attachment A) and qualifies for a deferred payment of participation charges, in accordance with DISTRICT Policy 3350 – Deferred Participation Charges (Attachment B).

4. DISTRICT and Owner agree to a Participation Charge deferred payment plan as follows:

Balance Due: \$15,484.00 over one year at 5.50%. Four quarterly payments of \$3,950.65 due the 6th day of May, the 6th day of August and the 6th day of November. The final payment shall be \$3,950.65 due on the 6th day of February 2023.

Said Payments shall be made according to the attachment payment schedule. Owner may prepay any outstanding balance without penalty (Attachment D).

5. Owner understands this agreement will be recorded and by this instrument hereby conveys and grants to DISTRICT a lien on the property served in the event of default or non-payment

of any installment payment when due. This lien will be released by the DISTRICT following complete payment of the Participation Charges and any other charges related to default or non-payment.

6. A copy of this Agreement shall be recorded in the Official Records of the County of Placer and shall constitute covenants which shall run with the Property and shall be binding upon and benefit the parties hereto 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 the District's agreement to defer payment for the above-mentioned Participation Charges for the Property.

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.

8. Authority to Execute Agreement

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

9. 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.

10. Interpretation of Agreement

All 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 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.

11. 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.

12. Attorneys' Charges

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' Charges, court costs, and other costs as may be fixed by the Court. Attorneys' Charges shall include attorneys' Charges on any appeal, and, in addition, a Party entitled to attorneys' Charges 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.

13. Venue

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

14. Time is of the Essence

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

15. 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 the District: South Placer Municipal Utility District

Attention: General Manager
5807 Springview Drive
Rocklin, CA 95677
Telephone: (916) 786-8555
Facsimile: (916) 786-8553

Notice to Owner:

Attention: Dan Gerwer
5465 Ruhkala Road
Rocklin, CA 95677
Telephone: (916) 201-2808

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

South Placer Municipal Utility District	Owner
Signature: _____	Signature: _____
Print: _____	Print: _____
Title: _____	Title: _____
Date: _____	Date: _____

April 5, 2022

South Placer Municipal Utility District
Carrie Huff, P.E.
5807 Springview Drive
Rocklin, CA 95677

Dear Ms. Huff,

As part-owner of the property at 5465 Ruhkala Road in Rocklin, I am asking for an exception to the rule; and if that is not possible, please consider this letter my filing of a hardship that would allow me to make deferred payments on the sewer system hook-up. I respectfully ask SPMUD to consider the following:

- An exception that allows me to re-install a septic tank which would cost \$1,500 versus the fees outlined by SPMUD in excess of \$15,000;
- If not possible, then I would like the inclusion of the Mainline Tap Fee in the Deferred Payment Agreement.

This request is for the property at 5465 Ruhkala Road, Rocklin. APN 010-260-002-000.

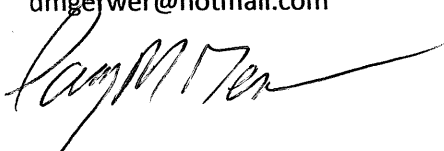
This is the situation: Due to the fact that I was unable to replace the old septic tank with a new tank (in the center of a three-acre parcel), I find myself in this unfortunate situation. I was told I need to hook up to SPMUD because my property line is twenty feet from the hook-up, but my house is 300 feet away. According to the agencies involved, this doesn't meet the parameters unless an exception can be made. As we are dealing with a property built in the early 1900s, I would love if consideration can be given to a possible exception to the rule. I have been very patient and jumped through many hoops over the past twelve months and only ask that you put yourself in my shoes and do what is reasonable and fair.

Because of the distance from the house to the hook-up, I need to hire a company to trench 300 feet of line, plus pipe, the Residential Ejector Pump and Tank, which ends up adding an additional \$5-7,000 (on top of your fees) to get this property up and running.

I am a small, local landscape business owner. As I try to get my business back on its feet due to COVID, I do not have a regular, consistent income that allows me to expend such a large sum of money all at once. Likewise, my co-owner (daughter Darien Gerwer) is a teacher's aide at Rocklin Academy. Together, we are excited to get moving on this project and appreciate any assistance you can offer to help make that happen.

Respectfully,

Danny Gerwer
916.201.2808
dmgerwer@hotmail.com



SOUTH PLACER MUNICIPAL UTILITY DISTRICT POLICIES

Policy Name:	3350 – DEFERRED PARTICIPATION CHARGES		
Approval Authority:	SPMUD BOARD OF DIRECTORS	Adopted:	11/05/15
Resolution No.	97-09, 13-08, 15-26, 17-34	Revised:	

PURPOSE

The purpose of this policy is to establish criteria to accommodate the short-term deferral of the payment of Sewer Participation Charges required by the District for the privilege of connecting to the District's wastewater system.

POLICY STATEMENT

Section 1: General

The District requires the payment of Sewer Participation Charges to offset the cost of connecting to the District's wastewater system. In some cases, payment of these charges poses a significant burden on certain residential, commercial or industrial users. To accommodate these users, the District has established a procedure for the short-term deferral of the payment of these charges

Section 2: Qualifications

In order to qualify for the Participation Fee Deferral Program, a project must meet one of the following criteria:

1. Existing commercial or industrial businesses relocating within the District, expanding facilities or changing use in a way that additional Participation Fees are due the District, where a hardship can be demonstrated, as determined by the General Manager.
2. New commercial or industrial projects that provide an economic community benefit and where a hardship can be demonstrated, as determined by the General Manager.
3. Single-family owner-builder residential home where a hardship can be demonstrated, as determined by the General Manager.

Section 3: Payment Plan

The applicant for sewer services for any project(s) that qualify may request that the Participation fees which would be due to the District be paid through a deferred payment plan in accordance with the following conditions:

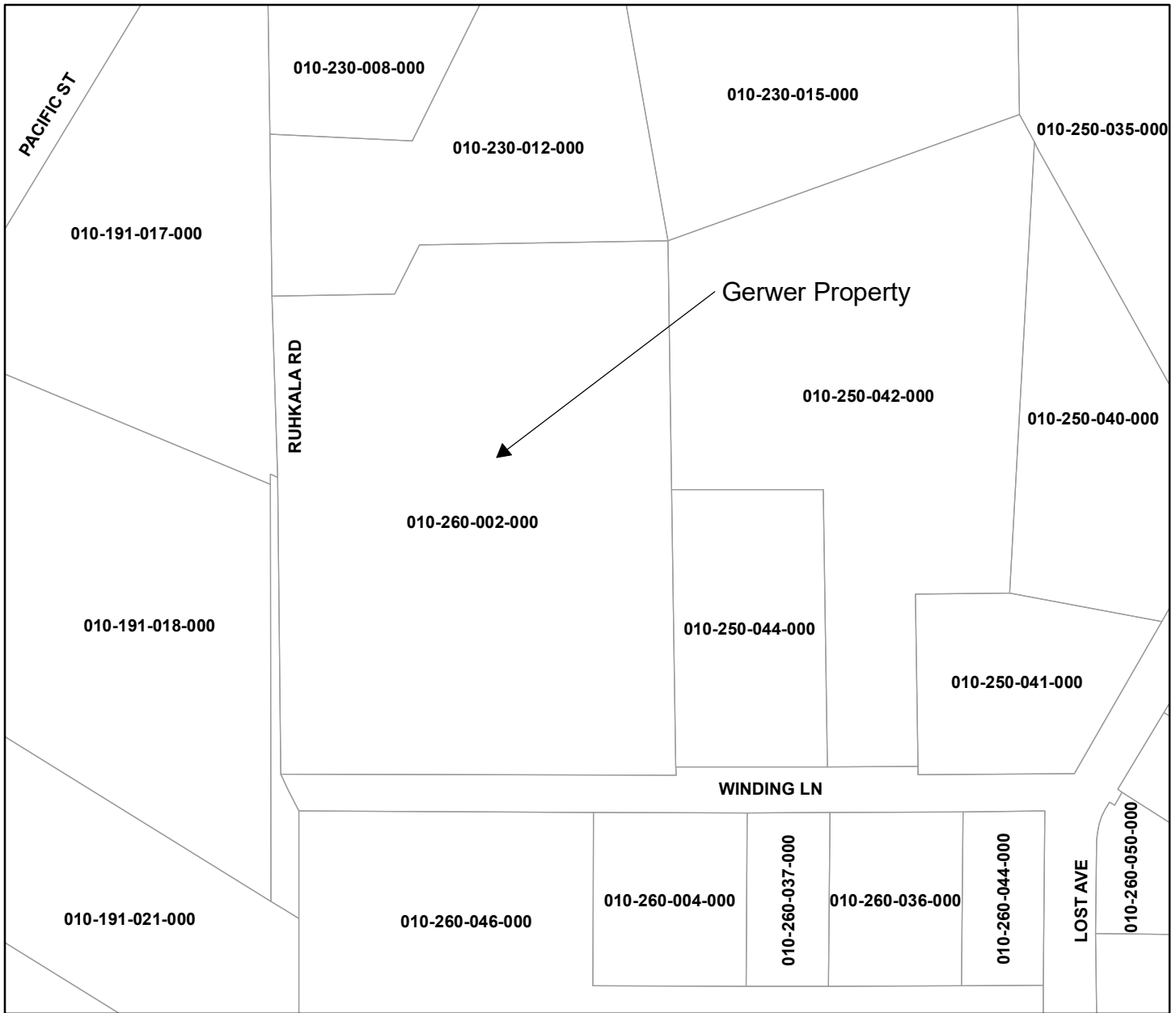
1. This policy applies to single parcel ownership.
2. The proposed usage shall be known, with no estimates for density or usage.
3. Applicant shall enter into a deferred payment agreement with the District.

4. No deferred payment agreement shall be in excess of five (5) years for commercial and industrial projects and one (1) year for residential projects.
5. Deferred payment agreements are non-transferrable.
6. The District shall charge interest on the amount of Participation fees deferred at the Wall Street Journal (WSJ) Prime Rate plus two percentage (2%) points per annum.
7. Any such deferment payment agreement shall be recorded and shall contain a provision authorizing the District to impose a lien on the property served in the event of default or non-payment of any installment payment when due.
8. Prior to the approval of any deferred payment agreement in excess of five (5) Equivalent Dwelling Units (EDU's), the General Manager shall submit a written report to the Board of Directors, for approval, citing the justification for the deferral, the terms of the repayment plan, and a listing of the current outstanding obligations due the District under these payment deferral plans.

Section 4: Delegation to the General Manager

The Board of Directors delegates the following authority to the General Manger:

1. To determine whether an applicant meets the qualifications set forth in Section 2, above.
2. To execute deferred payment agreement for connections of five (5) Equivalent Dwelling Units (EDU's) or less, provided that the application meets the requirement of Sections 2 and 3, above. All other requests for deferred payment agreements must be approved by the Board of Directors.
3. To record the deferment payment agreement, to impose a lien on the property served in the event of default or non-payment of any installment payment and to release said lien when any default or nonpayment is cleared.



Attachment C

Deferred Payment of Participation Fees and Mainline Tap Fee for Gerwer Property

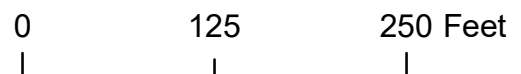
**5465 Ruhkala Road
010-260-002-000**

Date: 4/26/2022

Author: Curtis Little

Document Path:

G:\spsmud_gis\mxd\Curtis\Deferred Payments\GerwerProperty.mxd



1 in = 125 ft



Calculation of Deferred Payment of Participation Charges (Resolution 17-34)

	Enter Values
Participation Fee & Mainline Tap Fee Amount to be Deferred	\$15,484.00
Annual Interest	5.500%
Loan Period in years	1
Payments per Year	4
Payment Due at Beginning of Period	Yes
Interest over Life of Loan	\$318.60

Owner:	Dan Gerwer
APN:	010-260-002-000
Address:	5465 Ruhkala Road
Use:	Residential

Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
5/6/2022	\$15,484.00	\$3,950.65	\$3,950.65	\$0.00	\$11,533.35
8/6/2022	\$11,533.35	\$3,950.65	\$3,792.07	\$158.58	\$7,741.28
11/6/2022	\$7,741.28	\$3,950.65	\$3,844.21	\$106.44	\$3,897.07
2/6/2023	\$3,897.07	\$3,950.65	\$3,897.07	\$53.58	\$0.00

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

STAFF REPORT

To: Board of Directors
From: Eric Nielsen, Superintendent
Cc: Herb Niederberger, General Manager
Subject: Resolution 22-17 – Resolution to Dispose of District Surplus
Meeting Date: May 5, 2022

Overview

The District owns a Ford Escape that was purchased in 2008 and has been used in the past by the manager of the Administrative Services Department (ASD). Currently, this vehicle is unassigned and has been used as a pool vehicle. This vehicle was due to be replaced per the District’s Vehicle Replacement Schedule in 2020. However, as part of our Pandemic Illness Response Plan, each member of our field crews drove to work sites in separate vehicles to maintain adequate social distancing. This vehicle was used to ensure there were enough vehicles to implement this measure. With the decision to return to normal operations, this vehicle is no longer needed.

This vehicle will be sold and will not be replaced since the managers of ASD and TSD are no longer being assigned a vehicle.

In accordance with Policy No. 3300 – Disposal of Surplus Property, District property with a unit value greater than \$500 shall be declared surplus by the Board of Directors. These vehicles will be disposed of in accordance with policy. The District plans to use GovDeals.com, an online government auction site and partner of the California Special Districts Association, to sell this vehicle.

Recommendation

Staff recommends that the Board of Directors adopt Resolution 22-17 to declare the item listed therein as surplus and authorize the General Manager or designated appointee to sign the transfer of title on behalf of the District.

Strategic Plan Goals

This action is consistent with SPMUD Strategic Plan Goals:
Goal 1.3: Maintain Transparency with all District Activities

Related District Ordinances and Policies

This action complies with the following District Policy:
Policy No. 3300 – Disposal of Surplus Property or Equipment

Fiscal Impact

The items will be removed from the District’s Fixed Assets and whatever salvage value is realized will be deposited into Fund 400 – Capital Replacement and Rehabilitation.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT
RESOLUTION NO. 22-17
RESOLUTION TO DISPOSE OF DISTRICT SURPLUS VEHICLES

WHEREAS, the South Placer Utility District owns certain vehicles generally described below:

Make	Year	Model	Unit #	Vehicle Identification Number
Ford	2008	Escape 4x4 4 Cylinder	5	1FMCU93758KE75722

WHEREAS, Policy 3300 – Disposal of Surplus Property or Equipment provides guidance on the proper disposition of surplus District Property.

WHEREAS, the Board hereby finds that this vehicle has outlived its useful life or is surplus and is no longer necessary, useful to, or in the best interest of the District to retain ownership of the vehicle.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the South Placer Municipal Utility District that the General Manager, or his designee, is hereby authorized to

- (i) cause the vehicle to be auctioned "as is," individually or in one or more lots, to the highest bidder, or
- (ii) transfer to another agency, or
- (iii) discard, recycle, salvage, or scrap any vehicles for which no suitable bids are received.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 5th day of May 2022.

Signed: _____

Gerald P. Mitchell, President of the Board of Directors

Attest: _____

Emilie Costan, Board Secretary

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
RESOLUTION NO. 22-18
A RESOLUTION COMMENDING ROD PIERCE**

WHEREAS, Mr. Rod Pierce, Lead Worker of the Field Services Department is retiring after twenty-four years of outstanding service to the South Placer Municipal Utility District; and

WHEREAS, Rod has been a devoted employee beginning as a Maintenance Worker and promoting to a Lead Worker in the Field Services Department; and

WHEREAS, the District has greatly benefitted from Rod's knowledge, experience, dedication, honesty, mentorship, and humility; and

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

WHEREAS, after twenty-four years of committed service, Rod retired from the District on April 15, 2022,

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

That this Board does hereby extend to Rod Pierce 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 5th day of May 2022, by unanimous vote:

Signed:

Gerald P. Mitchell, President of the Board of Directors

Attest: _____
Emilie Costan, Board Secretary

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
RESOLUTION NO. 22-19
A RESOLUTION COMMENDING MARK CERVANTES**

WHEREAS, Mr. Mark Cervantes, Lead Worker of the Field Services Department is retiring after thirteen years of outstanding service to the South Placer Municipal Utility District; and

WHEREAS, Mark has been a devoted employee beginning as a Maintenance Worker and promoting to a Lead Worker in the Field Services Department; and

WHEREAS, the District has greatly benefitted from Mark's experience, practical approach, confidence, candidness, reliability, and humor; and

WHEREAS, Mark exemplifies the District's core values – integrity, stewardship, service, and quality; and

WHEREAS, after thirteen years of committed service, Mark retired from the District on April 15, 2022,

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

That this Board does hereby extend to Mark Cervantes 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 5th day of May 2022, by unanimous vote:

Signed:

Gerald P. Mitchell, President of the Board of Directors

Attest: _____
Emilie Costan, Board Secretary

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Herb Niederberger, General Manager

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

Subject: **Ordinance No. 22-02 – An Ordinance revising the Timeline for Reimbursement Agreements as contained in the District Sewer Code Section 4.04.001**

Meeting Date: May 5, 2022

Overview

The South Placer Municipal Utility District adopted Ordinance 18-01 on May 3, 2018 creating the South Placer Municipal Utility District Sewer Code (the “Sewer Code”). The Sewer Code compiled the District’s ordinances into one document and reference location, making the laws of the District more accessible, readable, and understandable to those persons governed by such laws, and by those persons administering such laws on behalf of the District. From time to time, the District can modify the Sewer Code and incorporate such changes by subsequent Ordinance.

Section 4 of the Sewer Code sets forth the criteria whereby a property owner or developer may obtain credits in lieu of payment of Local Sewer Participation Charges for the construction of Trunk Sewer Mains and/or Major Facilities and/or seek reimbursement for the costs of construction of Trunk Sewer Mains and/or Major Facilities under certain eligibility criteria. Section 4.04.001H of the Sewer Code establishes the terms and timelines for these reimbursements.

The District wishes to encourage developers to construct the Trunk Sewer Mains and/or Major Facilities adjacent to or part of the land development proposal. To that end, staff desires to accelerate the timeframe for these reimbursements. The attached Ordinance 22-02 proposes the following revisions to the Sewer Code.

Original Sewer Code

Amount	Timeline
Reimbursements < \$100,000	12 months
Reimbursements between \$100,000 < \$1,000,000	5 years
Reimbursements > \$1,000,000	10 years

Ordinance 22-02

Amount	Timeline
Reimbursements < \$1,000,000	12 months
Reimbursements > \$1,000,000	5 years

The Policy and Ordinance Advisory Committee met on April 4, 2022 to discuss the terms for accelerating these reimbursements. The Advisory committee recommended that the revisions be incorporated into an ordinance to be brought before the Board of Directors for consideration.

Recommendation

Staff recommends that the Board of Directors:

1. Waive the full reading of the proposed Ordinance #22-02.
2. Introduce Ordinance No. 22-02 – An Ordinance revising the Timeline for Reimbursement Agreements as contained in the District Sewer Code Section 4.04.001.
3. Conduct a Public Hearing for the proposed Ordinance.
4. Schedule the 2nd reading and adoption for the next regularly scheduled meeting of the Board of Directors on June 2, 2022.

Strategic Plan Goals

Goal 1.3: Maintain transparency with all District activities

Goal 5.1: Maintain Wastewater rates sufficient to meet financial needs, operational demands, regulatory requirements and customer expectations

Related District Ordinances or Policies

Sewer Code Section 4.

Fiscal Impact

There is no direct fiscal impact associated with the adoption of this Ordinance. However, those future reimbursement agreements will accelerate payments from Fund 300. The current balance of Fund 300 is \$27.15 million

Attachments

- Ordinance No. 22-02 An Ordinance revising the Timeline for Reimbursement Agreements as contained in the District Sewer Code Section 4.04.001

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

ORDINANCE NO. 22-02

**AN ORDINANCE REVISING THE TIMELINE FOR REIMBURSEMENT AGREEMENTS AS
CONTAINED IN DISTRICT SEWER CODE SECTION 4.04.001**

SECTION 1

The Board of Directors of the South Placer Municipal Utility District (the “District”) hereby finds and declares as follows:

- A. WHEREAS, the South Placer Municipal Utility District was formed and organized under the Municipal Utility District Act (the “MUD Act”) of the State of California (California Public Utilities Code Section 11501 et seq.); and
- B. WHEREAS, on May 3, 2018, the District adopted Ordinance 18-01 creating the South Placer Municipal Utility District Sewer Code (the “Sewer Code”). The Sewer Code compiled the District’s ordinances into one document and reference location, making the laws of the District more accessible, readable and understandable to those persons governed by such laws, and by those persons administering such laws on behalf of the District; and
- C. WHEREAS, from time to time, the District can modify the Sewer Code and incorporate such changes by subsequent Ordinance; and
- D. WHEREAS, Section 4 of the Sewer Code sets forth the criteria whereby a property owner or developer may obtain credits in lieu of payment of Local Sewer Participation Charges for the construction of Trunk Sewer Mains and/or Major Facilities and/or seek reimbursement for the costs of construction of Trunk Sewer Mains and/or Major Facilities under certain eligibility criteria; and
- E. WHEREAS, Section 4.04.001H of the Sewer Code establishes the terms for reimbursements

made under Section 4, and the District desires to accelerate the timeframe for said reimbursements; and

F. WHEREAS, on May 5, and June 2, 2022, the Board conducted hearings on this ordinance to consider public testimony prior to its adoption.

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

SECTION 2

Section 4.04.001.H of the Sewer Code is hereby revised as follows:

Notwithstanding any other provisions contained herein, reimbursements will be made under the following terms:

- a. Reimbursements less than \$1,000,000 shall be made within twelve months of the execution of the reimbursement agreement.
- b. Reimbursements greater than \$1,000,000 shall be made over a period of 5 years, in such amounts and frequency as the District may determine in its sole and exclusive discretion, calculated from the date of execution of the reimbursement agreement.

SECTION 3

This Ordinance shall go into effect on July 2, 2022.

SECTION 4

This Ordinance was introduced at a regular meeting of the Board of Directors held on the 5th Day of May 2022.

SECTION 5

Upon final passage, this Ordinance, or a summary of this Ordinance, shall be published once a week for two successive weeks in a newspaper of general circulation within the District, pursuant to the provisions of Sections 11534 and 11910 of the Public Utilities Code.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of South Placer Municipal Utility District on this 2nd day of June 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

Signed: _____

Gerald P. Mitchell, President of the Board of Directors

ATTEST:

Emilie Costan, Board Secretary

SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT

To: Board of Directors

From: Eric Nielsen, Superintendent

Cc: Herb Niederberger, General Manager

Subject: Approve Job Description -
Maintenance Worker / Electro-Mechanical Technician

Meeting Date: May 5, 2022

Overview

The Personnel Advisory Committee met on February 23, 2022, during the meeting potential changes in the organizational structure of the Field Services Department were proposed and discussed. These changes were a continuation of the succession plan put into place to prepare the District for recent and anticipated future retirements. On April 15, 2022, two of the three Lead Workers submitted their letters of resignation and retired immediately. The simultaneous departure of these two employees presents an opportunity to expedite the proposed changes.

Previously the maintenance of lift stations was performed by one Lead Worker. One of the proposed changes was to create a new position. The new position (Maintenance Worker / Electro-Mechanical Technician) would be responsible for duties such as lift stations, pumps, the supervisory control and data acquisition (SCADA) system, flow recorders, and temporary flow monitors. The District intends to replace the vacated Field Supervisor and one vacated Lead Worker positions with two Maintenance Worker / Electro-Mechanical Technicians. The two individuals that hold this position would alternate. One would spend a period of time fulfilling the duties of a Maintenance Worker while the other fulfilled the duties of the Electro-Mechanical Technician, then they would switch duties. This would provide the District with two individuals who are trained and certified to maintain and operate lift stations, which provides redundancy and increases the pool of lift station operators.

Recommendation

Staff recommends that the Board of Directors adopt Resolution 22-20 approving the Maintenance Worker / Electro-Mechanical Technician job description for use by the District.

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.3: Maintain transparency with all District activities.

Goal 6.3: Continuously evaluate the organizational staffing needs for the District.

Fiscal Impact

The retirement of two employees have left vacant one Field Supervisor position and one Lead Worker position. The District intends to fill two Maintenance Worker / Electro-Mechanical Technician positions immediately if approved. The proposed salary range of 37 for the Maintenance Worker / Electro-Mechanical Technician position would result in a net decrease in salary expenses.

Attachments

- Resolution 22-20 Creating the Job Description for Maintenance Worker / Electro-Mechanical Technician
- Job Description – Maintenance Worker / Electro-Mechanical Technician

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
RESOLUTION NO. 22-20
CREATING THE JOB DESCRIPTION FOR
MAINTENANCE WORKER / ELECTRO-MECHANICAL TECHNICIAN**

WHEREAS, The South Placer Municipal Utility District (District) Strategic Plan Goal 6.3 states, “Continuously evaluate the organizational staffing needs for the District,” and

WHEREAS, the District has established a need for employees described as Maintenance Worker / Electro-Mechanical Technician, and

WHEREAS, the District’s Personnel Advisory Committee met on February 23, 2022, and discussed the position and later recommended that the job description be forwarded to the Board for discussion and approval, and

WHEREAS, the Municipal Utility District Act of the State of California §11866, mandates that the Board of Directors shall by resolution determine and create such member and character of positions as are necessary to properly carry on the functions of the District.

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the South Placer Municipal Utility District that the attached job description is approved for use by the District.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 5th day of May 2022.

Signed: _____

Gerald P. Mitchell, President of the Board of Directors

Attest: _____

Emilie Costan Board Secretary

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
 JOB DESCRIPTION**

Job Title:	Maintenance Worker / Electro-Mechanical Technologist	Department:	Field Services
Department Head:	Superintendent	FLSA:	Non-Exempt
Probationary Period:	1 year	Revision Date:	05/05/2022

Position Overview:

Under the direction of the Field Supervisor and/or a Lead Worker, performs a variety of journey-level skilled tasks in the maintenance, repair, and operation of sewer mains, laterals, lift stations, supervisory control and data acquisition (SCADA) system, flow recorders (fixed and portable), and the District’s internal water treatment facility, and other appurtenances.

This position will at times be assigned tasks and duties of the Maintenance Worker position and at times be assigned tasks and duties related to the operation and maintenance of the District’s mechanical, electrical, and instrumentation systems.

Education/ Experience:

Education	Experience
Completion of high school / GED	and Three (3) years in collection system maintenance and operations including lift stations.

Licenses and Certifications:

1. Must possess a valid California Class B Driver License.
2. Must possess a California Water Environment Association Collection System Maintenance Certification at the Grade II Level.
3. Within twelve months of appointment:
 - a. Must possess a California Water Environment Association Certification in Mechanical Technologist at the Grade I Level, and
 - b. Must possess a California Water Environment Association Certification in Electrical & Instrumentation Technologist at the Grade I Level.

Knowledge and Abilities:

This is a journey level position distinguished by exceptional performance and demonstrated ability

to work independently, with minimal supervision. Incumbent performs the duties of On-Call Supervisor for customer service calls. Incumbent is expected to demonstrate continuous improvement and the ability to perform all duties with little supervision. This position is normally filled by promotion from the Maintenance Worker position.

Knowledge of:

1. Safe work practices as defined by Cal-OSHA.
2. District Standard Specifications and Improvement Standards for Sanitary Sewers.
3. Concept of teamwork; building positive working relationships.
4. Public relations and customer service.
5. Maintenance, operation, and repair activities related to sewer collection systems.
6. District policies and procedures and regulations related to sewer collection systems.
7. Materials, methods, practices, technology equipment and tools used in sewer system construction, maintenance, repair, and administration activities.
8. The District's Mission, Vision, and Core Values.
9. Methods, tools, materials, and equipment used in the maintenance, construction, repair, and operation of complex mechanical equipment, such as pumps, motors, and hydraulic and pneumatic systems.
10. Concept and use of a SCADA with respect to a sewer collection system and lift stations.

Ability to:

1. Perform the duties of the Maintenance Worker II position.
2. Enforce the District's standards and specifications, sewer code, rules, regulations, and ordinances.
3. Read and interpret maps and engineering drawings of sewer facilities.
4. Troubleshoot and repair complex mechanical equipment.
5. Use and care for precision tools.
6. Perform operational checks, inspection, repair, removal, installation, scheduled maintenance of industrial wastewater mechanical and electrical equipment such as pumps, motors, controls, and other lift station appurtenances.
7. Remove, install, operate, and maintain flow measuring devices.

8. Operate heavy equipment such as portable generators, portable pumps, various types of cranes, Class A and/or Class B license vehicles, and other mobile equipment.
9. Implement quality control measures to ensure records are accurate and complete.
10. Use a desktop and tablet computers to enter and retrieve information related to work assignments, time and attendance data and record- keeping.
11. Use modern office equipment and software, such as the use of common word processing, spreadsheet, database applications, computerized maintenance management software, and supervisory control and data acquisition (SCADA) software.
12. Establish and maintain effective working relationships with co-workers and those contacted during work.
13. Serve as On-Call Supervisor:
 - a. Must reside within 30 miles of District Corporation Yard, and
 - b. Must be able to respond and arrive at Corp. Yard within 30 minutes of notice.
14. Work overtime after business hours, on weekends and holidays, when requested.

Physical Demands and Work Environment:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Employees must have the ability to safely perform the necessary functions of the position with reasonable accommodations unless such accommodation is impracticable or otherwise presents a safety hazard for other employees or the general public.

Specific Physical Requirements to Perform Duties:

- a. Capable of meeting the basic job duties as defined in Physical Demand Assessment PD-105.
- b. Stand, walk, reach with hands and arms, stoop, or kneel.
- c. Must be able to drive utility truck and commercial vehicles.
- d. Sit while driving or operating equipment.
- e. Sit at a computer workstation for extended periods of time and occasionally climb a flight of stairs.
- f. Perform simple and power grasping, pushing pulling, and fine manipulation.
- g. Bend and twist to adjust equipment.

- h. Kneel and squat to review work.
- i. Climb ramps or ladders or climb on to equipment to operate.
- j. Ability to carry equipment for field work.
- k. Work in confined spaces, trenches, roadways and unimproved areas.
- l. Perform heavy manual labor.
- m. Ability to drive a company vehicle off road in rough terrain.
- n. Occasionally work on rough, uneven and slippery surfaces, occasionally working around machinery with moving parts or stationary equipment with exposure to noise.
- o. Work in adverse weather conditions with reasonable accommodations.

Ability to Successfully Pass Medical Examination Based On:

- a. Ability to safely perform required physical duties; and
- b. Ability to safely perform required physical duties with "reasonable accommodation: that does not create a safety hazard for other employees or the public.

This job description is not intended to be all-inclusive. Employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

Attachment - Fiscal Impact of Maintenance Worker / Electro-Mechanical Technician Job Positions

Difference		
Annual \$	(123,900)	-1.53
Monthly \$	(10,325)	MW FTE

Before			
Annual \$		1,568,628	
Monthly \$		130,719	
17 total employees	Range	Monthly \$	Crew
Superintendent	64	\$ 13,482	
Field Supervisor	50	\$ 9,542	
Field Supervisor	50	\$ 9,542	
Regulatory Compl Tech	43	\$ 8,027	
Lead Worker	43	\$ 8,027	
Lead Worker	43	\$ 8,027	
Lead Worker	43	\$ 8,027	
Maintenance Worker/Inspector	36	\$ 6,753	CCTV
Maintenance Worker	35	\$ 6,588	CCTV
Maintenance Worker	35	\$ 6,588	CCTV
Maintenance Worker	35	\$ 6,588	Hydro
Maintenance Worker	35	\$ 6,588	Hydro
Maintenance Worker	35	\$ 6,588	Dig
Maintenance Worker	35	\$ 6,588	Dig
Maintenance Worker	35	\$ 6,588	Lateral
Maintenance Worker	35	\$ 6,588	Lateral

After			
Annual \$		1,444,728	
Monthly \$		120,394	
16 total employees	Range	Monthly \$	Crew
Superintendent	64	\$ 13,482	
Field Supervisor	50	\$ 9,542	
Regulatory Compl Tech	43	\$ 8,027	
Lead Worker	43	\$ 8,027	
Lead Worker	43	\$ 8,027	
Maintenance Worker/EM Tech	37	\$ 6,916	LS
Maintenance Worker/EM Tech	37	\$ 6,916	CCTV
Maintenance Worker/Inspector	36	\$ 6,753	CCTV
Maintenance Worker	35	\$ 6,588	CCTV
Maintenance Worker	35	\$ 6,588	CCTV
Maintenance Worker	35	\$ 6,588	Hydro
Maintenance Worker	35	\$ 6,588	Hydro
Maintenance Worker	35	\$ 6,588	Dig
Maintenance Worker	35	\$ 6,588	Dig
Maintenance Worker	35	\$ 6,588	Lateral
Maintenance Worker	35	\$ 6,588	Lateral

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Emilie Costan, Administrative Services Manager

Cc: Herb Niederberger, General Manager

Subject: 1st Quarter Investment Report (January 1, 2022 through March 31, 2022)

Board Date: May 5, 2022

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, 2022 are shown in Attachment 1 and totaled \$73.32 million. The portfolio is in compliance with the Board's adopted Policy #3120 regarding District investments and has the ability to meet the next six months of cash flow requirements. As of March 31, 2022, the District's investment portfolio had an average yield to maturity of negative 0.79 percent.

Recommendation

Staff recommends that the Board of Directors receive and file the 1st 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. 1st Quarter Investment Report
2. Allocation by Fund, Allocation by Investment Type, and Historical Performance

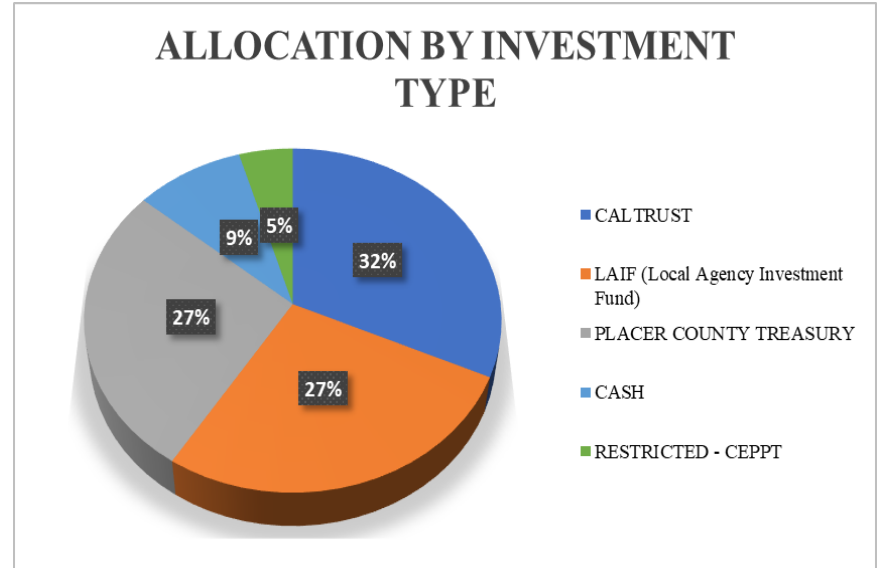
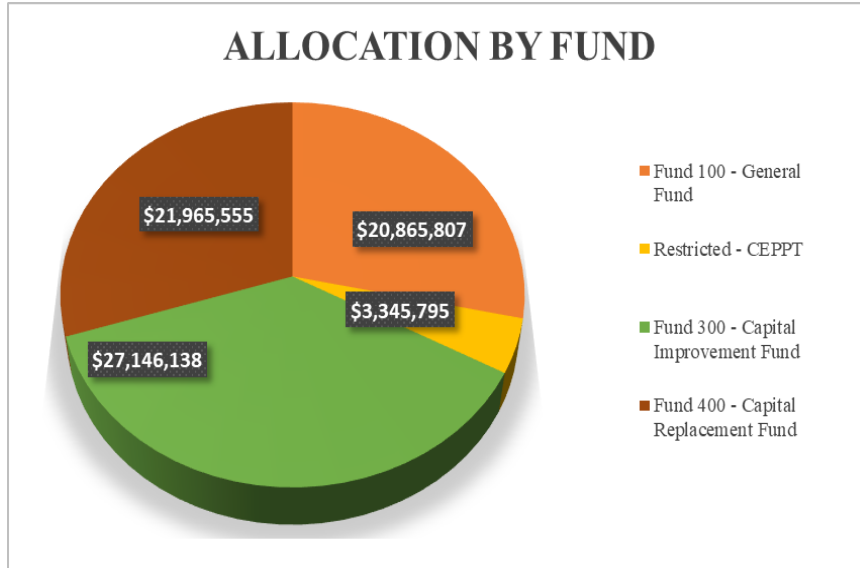
SPMUD BOARD INVESTMENT REPORT**INVESTMENT REPORTING PERIOD: January 1, 2022 - March 31, 2022****MEETING DATE: May 5, 2022**

Investment	Account Balance Prior Year Jan 21 - Mar 21	Account Balance Previous Quarter Oct 21 - Dec 21	Market Value Jan 22 - Mar 22	Quarterly Rate of Return	% of Portfolio
CALTRUST - Short Term	\$ 4,330,190	\$ 4,327,506	\$ 4,308,471	-0.60%	6%
CALTRUST - Medium Term	\$ 19,531,702	\$ 19,449,466	\$ 18,979,499	-2.42%	26%
PLACER COUNTY TREASURY	\$ 13,938,780	\$ 19,964,636	\$ 19,976,455	0.24%	27%
LAIF (Local Agency Investment Fund)	\$ 12,887,382	\$ 19,921,388	\$ 19,937,087	0.12%	27%
WELLS FARGO - Money Market	\$ 2,318,333	\$ -			0%
WELLS FARGO - Fixed Income Securities	\$ 6,015,860	\$ -			0%
CASH	\$ 5,552,583	\$ 4,421,267	\$ 6,775,989	0.20%	9%
RESTRICTED - CEPPT	\$ 3,287,150	\$ 3,539,972	\$ 3,345,795	-5.43%	5%
TOTAL/AVERAGE	67,861,980	71,624,235	73,323,296	-0.79%	100%

QUARTERLY TRANSFERS

None

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



Historical Performance					
	3 months	6 months	1 year*	3 year*	5 year*
CalTRUST Short Term	-0.44%	-0.60%	-0.50%	1.01%	1.31%
CalTRUST Medium Term	-2.42%	-2.99%	-2.83%	0.95%	1.19%
Placer County	0.24%	0.21%	0.21%	0.92%	1.23%
LAIF	0.12%	0.18%	0.25%	1.09%	1.31%
CEPPT	-0.28%	-5.44%	1.86%	-	-

*Annualized

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Eric Nielsen, Superintendent

Cc: Herb Niederberger, General Manager

Subject: Award Construction Contract for the 2022 Corporation Yard Addition and Tenant Improvement Project

Meeting Date: May 5, 2022

Overview

The South Placer Municipal Utility District (District) Board of Directors received a Space Planning and Circulation Analysis prepared by contracted architectural services during the October 2017 Board Meeting. The purpose of the analysis was to identify opportunities for additional land use efficiencies and develop options to accommodate future growth. Some of the recommendations from that analysis included the construction of a new building to serve as a break room/training room, expansion of the current locker room, addressing current limitations in the office areas in the maintenance building, and improving the security features of the lobby area. The South Placer Municipal Utility District (District) retained the architectural firm Williams + Paddon Architects + Planners (W+P) to design and permit the construction of a building addition and tenant improvements to the District buildings located at 5807 Springview Drive in Rocklin to implement these recommendations.

The District issued an invitation to bid on February 28, 2022. A non-mandatory pre-bid meeting was held on March 10, 2022. Twenty-three representatives from potential general contractors and subcontractors were in attendance. Sealed bids were due by April 7, 2022. Six bids were received. The table below shows a summary of the base bid amounts from the bid opening. Not including the defective bid, the bids were closely grouped which speaks to the level of effort through the bidding process by all parties.

Contractor	Base Bid Amount	Variance from Average
J-Walt Construction, Inc.	2,885,000.00	(defective bid)
Triamid Construction ¹	3,490,333.00	-6%
Landmark Construction	3,603,000.00	-3%
SW Allen Construction, Inc.	3,729,674.00	1%
Z-Squared Construction	3,732,000.00	1%

¹ The bid from Triamid Construction was disqualified at bid opening due to not submitting the designation of sub-contractor list as required in the Instructions to Bidders Item #15.

BRCO Constructors, Inc.	3,988,000.00	8%
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Following the bid opening, J-Walt Construction, Inc. (J-Walt) requested that their bid be withdrawn due to a clerical error which resulted in the \$718,000 difference between its bid and the next lowest. Following consultation with the attorney that prepared the bidding instructions in the project manual and District Legal Counsel, it was determined that J-Walt presented enough information to show that their bid was defective due to a clerical error and not an error of judgement, which permits the District to allow J-Walt to withdraw its bid without forfeiting its bid bond. The District elected to allow J-Walt to withdraw its bid and spend its time and resources moving the project forward rather than trying to bind J-Walt to its defective bid or rejecting all bids and rebidding the project, which would lead to delays and likely not result in lower bids.

A Notice of Intent to Award was sent to the next apparent low bidder, Landmark Construction of Rocklin California on Monday April 18, 2022. The base bid amount from Landmark Construction was \$3,603,000.00. This is \$263,000.00 more than the engineer’s estimate, which is not unexpected considering the variability in the costs of goods and services in the current economic climate. The bid documents included \$235,000.00 in allowances for unforeseen conditions, soil treatment, and switchgear replacement to define areas of risk in the project and attempt to decrease the variability in bids. This results in a total contract amount of \$3,838,000.00 for Landmark Construction.

In preparation for the potential for change orders during construction, staff requests that the Board authorize the General Manager to execute change orders that meet defined criteria. This will expedite the process of responding to small adjustments that may arise during the course of construction, while ensuring that more significant changes will require review and approval by the Board. A summary of change orders will be presented to the Board during the project through monthly reports to the Board by the Superintendent.

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

Recommendation

Staff recommends that the Board of Directors:

1. Find that, pursuant to Section 15300.4 of the California Environmental Quality Act (CEQA) Guidelines, the 2022 Corporation Yard Building Addition and Tenant Improvement Project is categorically exempt; and
2. Adopt Resolution 22-21 to authorize the General Manager to:
 - a. Award the attached construction contract to Landmark Construction to construct the Building Addition and Tenant Improvements in the amount of \$3,838,000.
 - b. Execute any change order for an amount up to and including \$50,000, consistent with the existing SPMUD Purchasing Policy (3150), and
 - c. Execute change orders up to a cumulative amount not to exceed 10% of the awarded construction contract amount (i.e., \$383,800).

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.3: Maintain transparency with all District activities.

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

Fiscal Impact

The bid amount by the low responsive, responsible bidder was higher than the engineer's estimate for the project. An adjustment to the project budget will be requested and reflected in the next fiscal year budget. The costs for this construction project will be paid for with a combination of funds from Fund 100 (new building/facilities) and Fund 400 (replacement of existing facilities) based on the schedule of values provided by the contractor to complete the various portions of the work.

Attachments:

1. Resolution 22-21 Resolution to Authorize the General Manager to Award the Contract to Landmark Construction to construct the Building Addition and Tenant Improvements.
2. Contract for Services – Building Addition and Tenant Improvements.
3. Bid Results Tabulation
4. Post Bid Analysis and Checklist

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 22-21

**NOTICE OF AWARD FOR THE CONTRACT TO LANDMARK
CONSTRUCTION FOR THE 2022 CORPORATION YARD BUILDING ADDITION
AND TENANT IMPROVEMENT PROJECT**

WHEREAS, SPMUD competitively bid the work to be performed to construct a building addition and various tenant improvements as required in the Public Contract Code, and

WHEREAS, SPMUD reviewed the bids received and found the bid by Landmark Construction to be the lowest responsive, responsible bidder, and

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

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

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

1. Find that, pursuant to Section 15300.4 of the California Environmental Quality Act (CEQA) Guidelines, the 2022 Corporation Yard Building Addition and Tenant Improvement Project is categorically exempt; and
2. Adopt Resolution 22-21 to authorize the General Manager to:
 - a. Award the attached construction contract to Landmark Construction to construct the Building Addition and Tenant Improvements in the amount of \$3,838,000.
 - b. Execute any change order for an amount up to and including \$50,000, consistent with the existing SPMUD Purchasing Policy (3150), and
 - c. Execute change orders up to a cumulative amount not to exceed 10% of the awarded construction contract amount (i.e., \$383,800). Change orders in excess of \$50,000 or which collectively total more than 10% of the contract amount are not authorized without prior approval of the Board of Directors.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 5th day of May 2022.

Signed: _____

Gerald P. Mitchell, President of the Board of Directors

Attest: _____

Emilie Costan Board Secretary

AGREEMENT FORM

THIS AGREEMENT, entered into this **5th day of May, 2022** in the County of Placer of the State of California, by and between the **South Placer Municipal Utility District**, hereinafter called the "District", and **Landmark Construction**, hereinafter called the "Contractor".

WITNESSETH that the District and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with Building Addition and Tenant Improvement Project #22-01 ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Local Planning Authority (LPA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within four hundred twenty-five (425) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract time. Further, Contractor has included in the analysis of the time required for this Project, items set forth in General Conditions Article 8.3.2.1, Submittal Schedules, Rain Day Float, and Governmental Delay Float.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of **Two Thousand Five Hundred Dollars (\$2,500)** per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of **THREE MILLION EIGHT HUNDRED THIRTY EIGHT THOUSAND DOLLARS (\$ 3,838,000)**, said sum being the total amount stipulated in the Bid Contractor submitted of THREE MILLION SIX HUNDRED THREE THOUSAND DOLLARS (\$3,603,000) plus discretionary District Allowance #1 for Unforeseen Conditions for ONE HUNDRED THOUSAND DOLLARS (\$100,000) plus discretionary District Allowance #2 for Soil Treatment for FIFTY THOUSAND DOLLARS(\$50,000) plus discretionary District Allowance #3 for Switchgear Replacement for EIGHTY FIVE THOUSAND DOLLARS (\$ 85,000). Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to any monetary limitations set forth in District policy or applicable law. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by

independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/suppliers/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

(d) Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any Subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the District for any penalties assessed against the District arising from any failure by the Contractor or any Subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the Contractor or any Subcontractor to be liable to the District or indemnify the District for any penalties caused by the District in accordance with Labor Code section 1773.3 (g).

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto.

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Declaration

Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement
Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace

General Conditions
Supplementary and Special Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class **B** Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

South Placer Municipal Utility District

CONTRACTOR: Landmark Construction

Typed or Printed Name

Kevin Brennan

Typed or Printed Name

Title

President

Title

Signature



Signature

Dated: _____

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

SOUTH PLACER MUNICIPAL UTILITY DISTRICT
BID RESULTS TABULATION

Date: April 7, 2022
Time: 2:00:00 PM
Location: SPMUD Office

Building Addition and Tenant Improvement
Project No. 22-01

Contractor	Attended Mandatory Pre Bid Conference Y/N	Bid Form Y/N	Addendum #1 Noted Y/N	Addendum #2 Noted Y/N	Addendum #3 Noted Y/N	Bid Bond Y/N	Bid Guarantee Form if no Bid Bond	Designation of Sub-Contractors Y/N	Certificate Regarding Workers Comp Y/N	Non-Collusion Declaration Y/N	Substitution Request Form Y/N	Acknowledgment of Bidding Practices Regarding Indemnity Y/N	Contractor's Certificate Regarding Drug Free Work Place Y/N	BASE BID	Allowance #1 - Unforeseen Conditions \$100,000	Allowance #2 - Soil Treatment \$50,000	Allowance #3 - Switchgear Replacement \$85,000	Contract Total	Ranking
BRCO CONSTRUCTORS, INC.	Y	Y	Y	Y	Y	Y	NA	Y	Y	Y	Y	Y	Y	\$ 3,988,000.00	\$ 100,000.00	\$ 50,000.00	\$ 85,000.00	\$ 4,223,000.00	5
J-WALT CONSTRUCTION, INC.	Y	Y	Y	Y	Y	Y	NA	Y	Y	Y	Y	Y	Y	\$ 2,885,000.00	\$ 100,000.00	\$ 50,000.00	\$ 85,000.00	\$ 3,120,000.00	1
TRIAMID CONSTRUCTION	Y	Y	Y	Y	Y	Y	NA	N	Y	Y	Y	Y	Y	\$ 3,490,333.00	\$ 100,000.00	\$ 50,000.00	\$ 85,000.00	\$ 3,725,333.00	DQ
SW ALLEN CONSTRUCTION, INC.	Y	Y	Y	Y	Y	Y	NA	Y	Y	Y	Y	Y	Y	\$ 3,729,674.00	\$ 100,000.00	\$ 50,000.00	\$ 85,000.00	\$ 3,964,674.00	3
Z-SQUARED CONSTRUCTION	Y	Y	Y	Y	Y	Y	NA	Y	Y	Y	Y	Y	Y	\$ 3,732,000.00	\$ 100,000.00	\$ 50,000.00	\$ 85,000.00	\$ 3,967,000.00	4
LANDMARK CONSTRUCTION	Y	Y	Y	Y	Y	Y	NA	Y	Y	Y	Y	Y	Y	\$ 3,603,000.00	\$ 100,000.00	\$ 50,000.00	\$ 85,000.00	\$ 3,838,000.00	2
																		\$ -	
																		\$ -	
																		\$ -	
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																		\$ -	
																		\$ -	

Opened By: Sharon Thomas, Capital Program Management
 Read By: Sharon Thomas, Capital Program Management
 Recorded By: Kaylee Lankford, Capital Program Management
 Reviewed/QC'd By: Sharon Thomas, Capital Program Management

POST BID ANALYSIS AND CHECKLIST

PROJECT INFORMATION

Project Name: South Placer Municipal Utility District – Building Addition and Tenant Improvement
Project Number: 22-01

Bid Date: Thursday, April 7, 2022 no later than 2:00:00PM

Published Engineers Estimated Budget: \$3.4 Million (this estimate did not include District allowances)

Apparent Low Bidder: J-Walt Construction, Inc., 1787 E. Main St. Suite #12 Woodland, CA 95776
This bidder was relieved of their bid due to a clerical error.

Second Low Bidder: Landmark Construction, 4312 Anthony Court, Suite B, Rocklin, CA 95677
Information shown below for bid form checklist is for Landmark Construction

BID FORM CHECKLIST

- | | |
|--|---|
| <input checked="" type="checkbox"/> Bid Form Signed | <input checked="" type="checkbox"/> Certificate Regarding Workers Compensation |
| <input checked="" type="checkbox"/> Addendum Noted: <u>#1 , #2 and #3</u> | <input checked="" type="checkbox"/> Designation of Subcontractors |
| <input type="checkbox"/> Substitution Request Form - NA | |
| <input checked="" type="checkbox"/> Bid Bond | <input checked="" type="checkbox"/> Certificate Regarding Drug-Free Work Place |
| <input checked="" type="checkbox"/> Non – Collusion Declaration | |
| <input checked="" type="checkbox"/> Contractor’s License Verification:
<u>#1070556, Exp. 11/30/2022 B</u> | <input checked="" type="checkbox"/> Acknowledgement of Bidding Practices
Regarding Indemnity |
| <input checked="" type="checkbox"/> DIR Verification:
<u>#1000783911, Exp. 06/30/2022</u> | |
| <input checked="" type="checkbox"/> Total Base Bid Total: <u>\$3,603,000.00</u> | |
| <input checked="" type="checkbox"/> District Discretionary Allowance #1 – Unforeseen Conditions: <u>\$100,000.00</u> | |
| <input checked="" type="checkbox"/> District Discretionary Allowance #2 – Soil Treatment: <u>\$50,000.00</u> | |
| <input checked="" type="checkbox"/> District Discretionary Allowance #3 – Switchgear Replacement: <u>\$85,000.00</u> | |

NOTES:

Any Irregularities? The apparent low, J. Walt Construction, requested that their bid be withdrawn due to a clerical error. Legal reviewed and agreed that nothing would be gained by requiring this contractor to proceed with the work which had a difference in price of \$718K. The next apparent low was disqualified at the bid opening due to not submitting the designation of sub-contractor list. Landmark Construction was ranked three out of the six bids received.

POST BID ANALYSIS AND CHECKLIST

Any Protests? No

Recommend Award To: Landmark Construction

Recommended Award Amount: \$3,838,000.00

District Approval Date: May 5, 2022

BID REVIEWS

Eric Nielsen, P.E.; South Place Municipal Utility District

Sharon M. Thomas

Sharon M. Thomas; Capital Program Management, Inc.
Senior Program Manager

ATTACHMENTS

1. Bid Results Tabulation Form
2. Pre-Bid Conference Sign-In Sheet
3. Forms Submitted with Bid

GENERAL MANAGER REPORT

To: Board of Directors
From: Herb Niederberger, GM
Date: May 5, 2022
Subject: General Manager Monthly Activity Report – April 2022

1) DEPARTMENT REPORTS

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

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

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

2) INFORMATION ITEMS

- A. On April 6, 2022, the Administrative Services Manager, Emilie Costan, Board President Mitchell, and the General Manager attended the Joint Chamber of Commerce Government Relations Committee meeting to hear Ryan Ronco, Placer County Clerk-Recorder-Registrar of Voters present an update on the upcoming elections.
- B. On April 7, 2022, the General Manager and District Engineer, Carie Huff, met with Vice President Williams and Director Durfee to discuss the District’s conditions of approval for the College Park subdivision. Staff comments will allow the development to proceed as proposed pending revisions to the Environmental Documents.
- C. The General Manager was out of the office on April 14, 15 and 27, 2022.
- D. On April 19, 2022, the General Manager and the District Engineer, Carie Huff attended the Groundbreaking Ceremony for the construction of the Rocklin Road Roundabout.
- E. On April 20, 2022, the General Manager, met with the District General Counsel to discuss: 1) Permit requirements to allow PG&E access to District facilities 2) Creation of a Cease and Desist letter example (Corona Circle access road); 3) proposed Ordinance 22-02, revising Sewer Code Section 4 to accelerate repayments subject to reimbursement agreements; 4) Legal Requirements for the disposal of surplus property (NSD Ponds); 5) Draft resolution revisiting the Cost-of-Living Adjustment for 2022 in accordance with the MOUs adopted per Resolution 20-16 and 20-17; and 6) Status of CalPERS EPMC lawsuit.
- F. Advisory Committee Meetings:
 - i. On April 4, 2022, the Policy and Ordinance Advisory Committee met to discuss: 1) Revision to the District Record Retention Policy #3310; and 2) Proposed Ordinance 22-02 to revise Section 4 of the Sewer Code to accelerate repayment of reimbursement agreements.

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

PO Req#	Date	Vendor	Description	Amount
256	04/21/2022	Express Sewer & Drain	Install 6-inch CIPP liner - 4460 Rocklin Road	\$ 3,700
257	04/27/2022	Central Valley Engineering	Emergency Patch Paving	\$ 12,500

4) **LONG RANGE AGENDA**

June 2022 (Remote due to Corp Yard Addition)

- FY 22/23 Budget workshop
- Resolution; Teleconferencing
- Resolution: Adopt Fee Schedule & Schedule of Values
- Resolution: Delinquent Account Assignment
- Resolution: Award CIPP Contract
- Resolution: Revision to the Employee MOU
- Ordinance 22-02: 2nd reading
- SCADA Master Plan Update
- Ordinance 22-03 Changes to the District Sewer Code pertaining to ADUs & Fines
- Strategic Plan Workshop #4

July 2022 (Remote due to Corp Yard Addition)

- Resolution; Teleconferencing
- Ordinance 22-03: 2nd reading
- Resolution: FY 22/23 Budget Adoption
- Resolution: Award contract for Rate and Fee Study
- IT Pipes Demo & Asset Management Presentation
- SPWA Update

August 2022

- Quarterly Investment Report
- Resolution; Teleconferencing
- Resolution: Adoption of District Fine Schedule

September 2022

- Strategic Plan 2017-22, Annual Report
- Resolution: Adopt Strategic Plan 2023-27

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

Meeting Date: May 5, 2022

Banking Transition

Administrative Services Staff has been working on the banking transition. Accounts have been opened with the new bank and the setup for customer payments is currently in progress.

CalPERS Benefit Overview

The Administrative Services Manager prepared a presentation on CalPERS benefits that the General Manager presented to staff on April 5, 2022. The presentation reviewed the three retirement tiers and their associated benefits and offered an opportunity for employees to ask questions about CalPERS benefits.

Delinquent Notices

Assignment notification letters for the 2021 calendar year were mailed to 1,597 customers with past due accounts per Policy 3165 – Delinquent (Past Due) Bills. 1,961 customers received letters last year for delinquent accounts in the calendar year 2020.

Budget Projections

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

Commercial Billing Updates

In April, Administrative Services Staff completed quarter three commercial account adjustments and began working on updates to utility billing accounts as a result of the quarter four audit in Loomis, Penryn, Newcastle, and Granite Bay performed by Technical Services staff. Accounts have been reviewed to ensure accurate billing and notification letters have been sent to impacted customers per Policy 3160 – Utility Billing Reconciliation & Payment Policy.

April Monthly Investment Transactions per GC §53607

DEPOSITS, TRANSFERS, OR WITHDRAWALS

CalTRUST: None

LAIF: None

Placer County: None

ITEM VII. FSD REPORT

To: Board of Directors
From: Eric Nielsen, Superintendent
Cc: Herb Niederberger, General Manager
Subject: Field Services Department Monthly Report
Meeting Date: May 5, 2022

Department Overview

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

- 1. Training/Break Room Addition, Locker Room, and Lobby Improvements**
 - a. The construction contract is being presented to the Board at the May 5 meeting for approval. The start of construction is planned to commence in May 2022 and reach substantial completion by June 2023.

- 2. SCADA Master Plan**
 - a. The Supervisory Control and Data Acquisition (SCADA) Master Plan will be finalized in the month of April and the results and recommendations are planned to be presented to the Board at the regularly scheduled meeting on June 2, 2022.
 - b. The recommendations will be considered and used as a basis for developing a set of plans to phase the installation/construction of improvements to the District's SCADA system.

- 3. Cured-in-Place Pipe Contract**
 - a. Staff is developing the bid documents for the annual cured-in-place pipe (CIPP) rehabilitation project. Lining sewer mainlines and laterals in this way lessens the risk for issues related to roots and infiltration. Staff plans to present the Board a contract to award at the regularly scheduled board meeting on June 2, 2022.

- 4. CCTV Software**
 - a. Software implementation is underway. The update will make closed circuit television video (CCTV) inspection and condition assessment records more easily accessible to District staff, improving the timeliness and accuracy of analysis for work planning and customer service responses. Staff intends to provide a presentation and demonstration of the software to the Board at the regularly scheduled board meeting on July 7, 2022.

Reporting

This section provides the Board an overview of the Field Services Department operations and maintenance activities through 3/31/2022. The work listed is not all inclusive.

1. Lost Time Accidents/Injuries (OSHA 300)

- a. Zero (0)
 - i. 2039 days without a Lost Time Accident/Injury

2. Safety/Training/Professional Development

- a. Field Services employees participated in training for the following:
 - i. Bypass Pump Operation
 - ii. Trenching and Shoring
 - iii. Fire Extinguisher / Emergency Action Plan
 - iv. Ladder Safety
 - v. Hand Protection

3. Customer Service Calls

- a. Response Time Goals over the Last 12 Months

	Goal	Average	Success Rate
During Business Hours	< 30 minutes	17 min	97%
During Non-Business Hours	< 60 minutes	48 min	

Service Calls - March

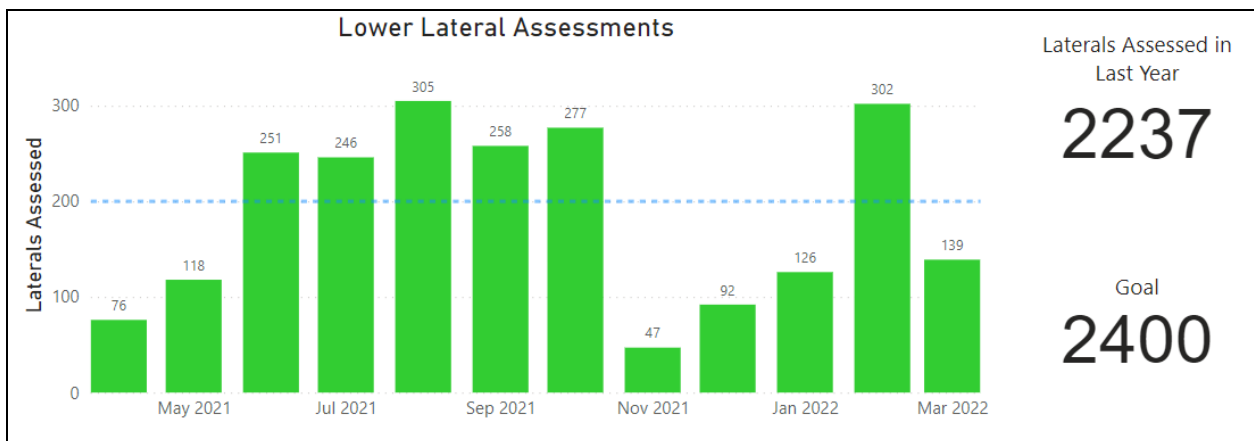
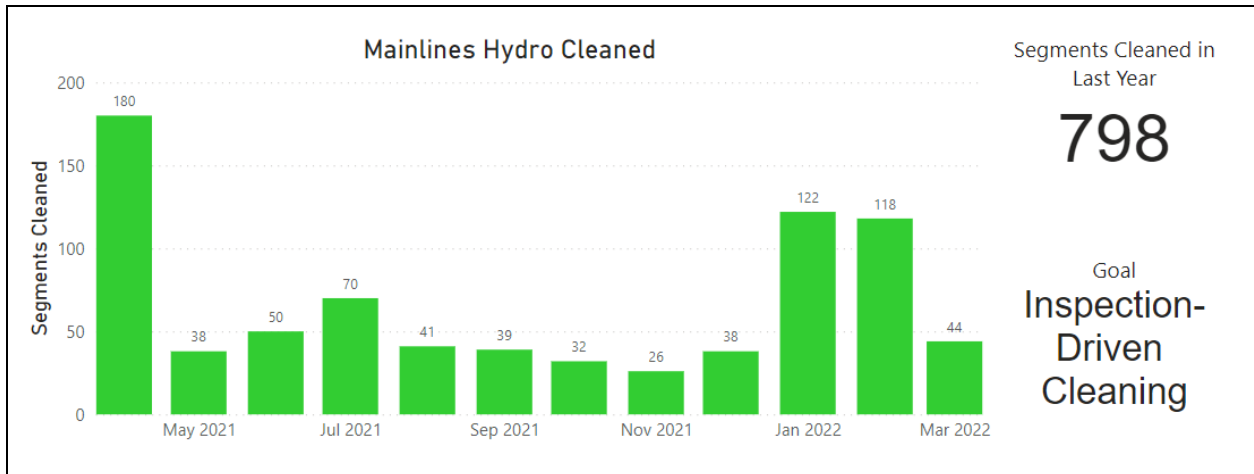
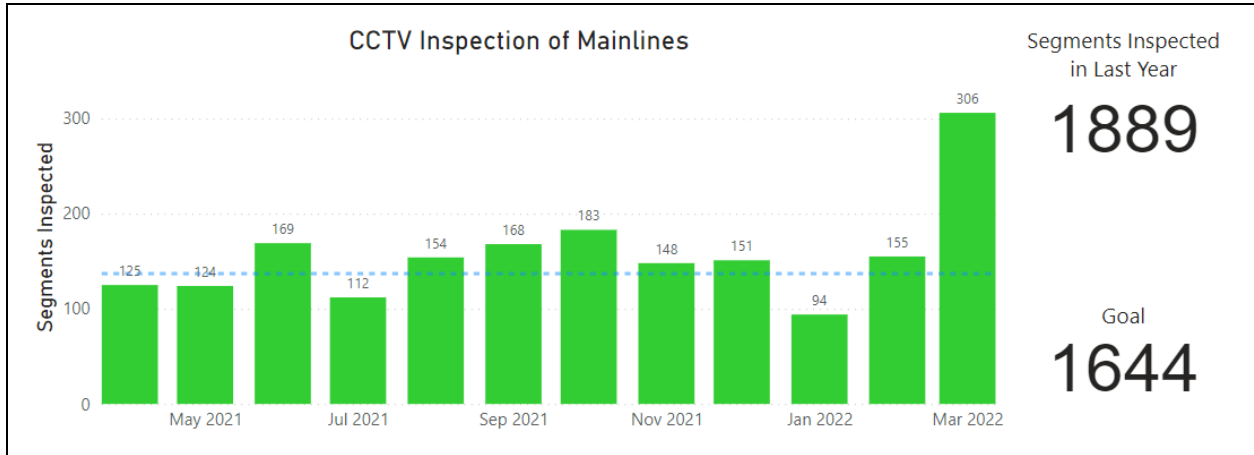
Responsibility	SSO	Stoppage	Odor	Alarm	PLSD	Vermin	Misc
SPMUD Responsibility	4	2		2			2
Owner Responsibility		3	4		2		
N/A						2	
Total	4	5	4	2	2	2	2

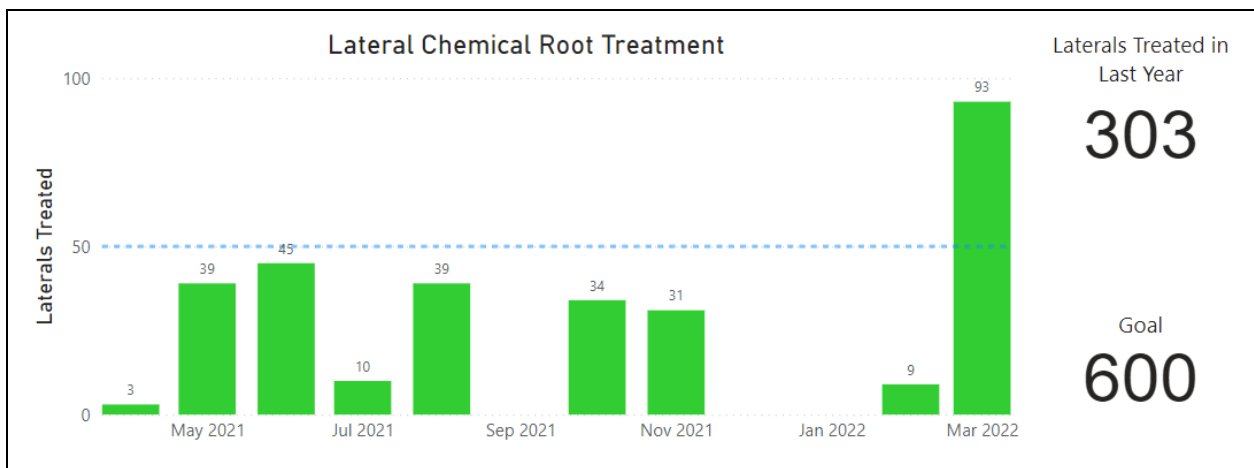
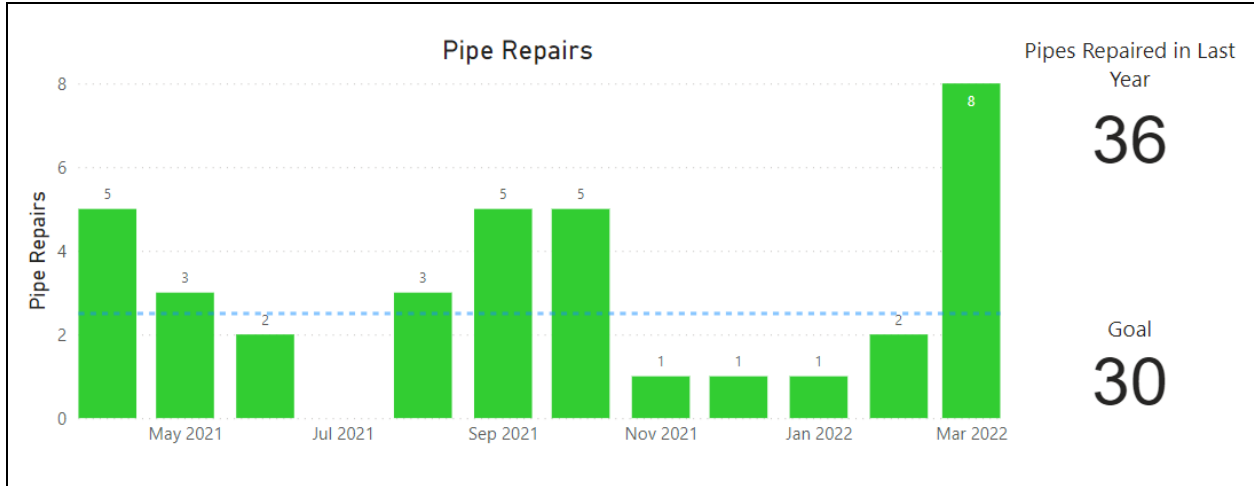
Total Service Calls

21

4. Production

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







ITEM VII. TSD REPORT

To: Board of Directors
From: Carie Huff, District Engineer
Cc: Herb Niederberger, General Manager
Subject: Technical Services Department Monthly Report
Board Date: May 5, 2022

TSD Updates

Fabrication of the gate at the Corona Circle knuckle is in process and construction is anticipated to begin May 2nd. Once this gate is in place, the temporary fence that prevented pedestrian access during construction will be removed and staff will pursue repair of the access road behind Corona Circle.

Construction of the City of Rocklin's Pacific Street and Rocklin Road Roundabout project is underway, and the District is working through the submittal process with the subcontractor that will be completing the sewer work. The General Manager and the District Engineer attended the groundbreaking ceremony on April 19th. The City is anticipating that construction will take six months.

The District is in the process of implementing Boss811 electronic ticketing software since USA 811 will stop providing the free, web-based ticket management software as of July 1st, 2022. For the next two months, the District will run Boss811 in conjunction with the existing USA 811 software to ensure a seamless transition.

TSD staff is working with the City of Roseville on implementing an industrial user pre-treatment program for car washes, automotive maintenance facilities, gas stations, laundromats, medical offices, and printing facilities. Additional information will be presented at a future board meeting.

Easement Acquisition

The District is in midst of negotiations for easement acquisition with the property owner on Saunders Avenue in Loomis. The easement has been surveyed and the tree inventory was recently completed by Helix and the next step is to finalize the purchase agreement. Staff will move forward with finalizing the acquisition once an agreement is reached.

The acquisition of the easement on the Newcastle property was completed on April 7th.

Local Agency Formation Commission (LAFCO)

The District Engineer continues to work with LAFCO's Executive Director to resolve issues with existing out of area service agreements and annexations.

FOG Program

The District's FOG Inspector completed nine core sample/inspections in March which resulted in three enforcements. These Warning of Non-Compliance were for IHOP, Mel's Diner, and 4Heroes. District staff is working with each FSE to address the violations. Also, as a result of the District's tenant improvement process, a new high-efficiency grease control device has been installed at Mindscape, a new food service establishment and brewery.

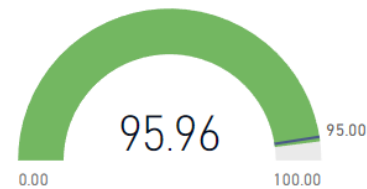
Department Performance Indicators

The following charts depict the efforts and performance of the department in the following areas of work as of March 31st, 2022. 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.

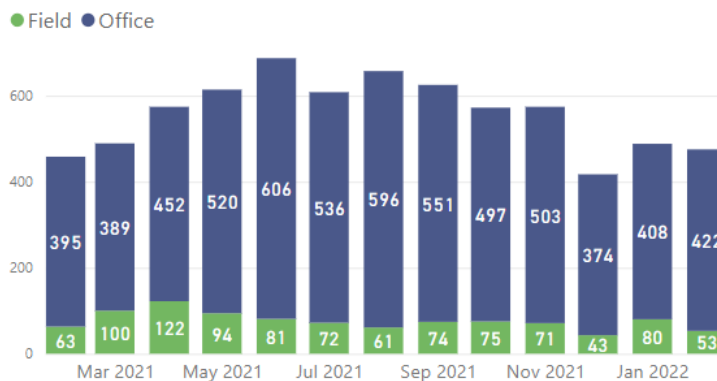
Plan Checks Completed - Monthly Totals



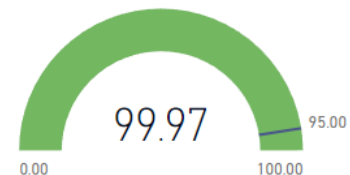
% "In Time" Plan Checks



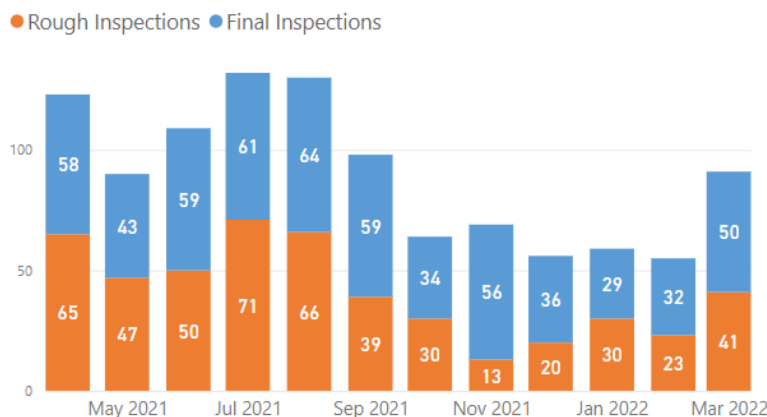
811 Responses - Monthly Totals



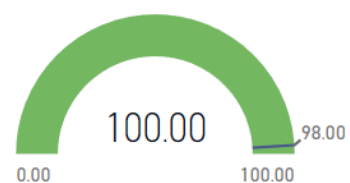
% "In Time" Responses



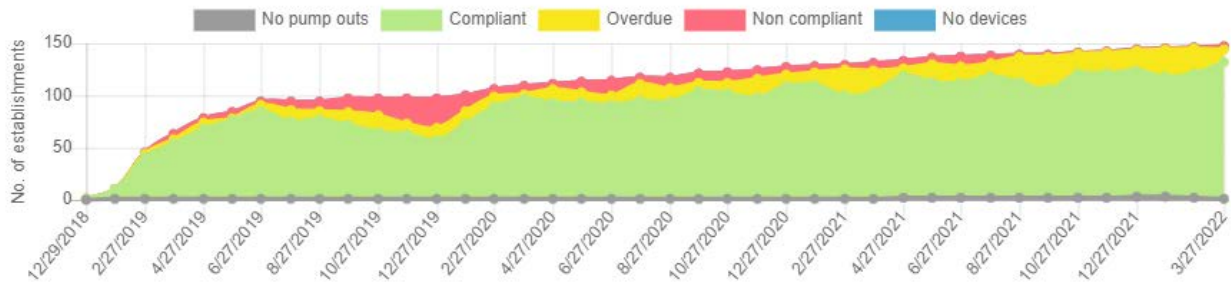
Building Sewer Inspections - Monthly Totals



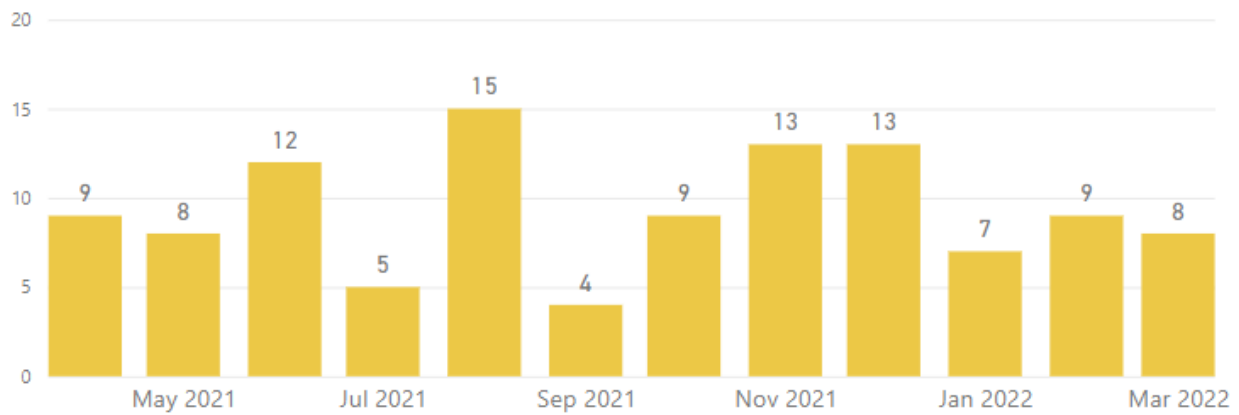
% "In Time" Inspections



FOG Compliance History



FOG Pickups - Monthly Totals



Grease Interceptor Inspections

Template ● GGI Core Sample Inspection - Outside ● GGI Pump Out/Cleaning Inspection ● HGI Core Sample Inspection - Insi...

