



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

June 4, 2015

SPMUD Board Room
5807 Springview Drive, Rocklin, CA 95677

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

AGENDA

I. CALL MEETING TO ORDER

II. ROLL CALL OF DIRECTORS

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

III. PLEDGE OF ALLEGIANCE

IV. CONSENT ITEMS

[pg 5 to12]

Consent items should be considered together as one motion. Any item(s) requested to be removed will be considered after the motion to approve the Consent Items.

ACTION: (Voice vote)

Motion to approve the consent items for the June 4, 2015 meeting

1. MINUTES from the May 7, 2015 Regular Board Meeting.
2. ACCOUNTS PAYABLE in the amount of \$1,419,351.58 through May 31, 2015.
3. MONTHLY INVESTMENT REPORT in the total amount of \$46,884,357.95, through May 29, 2015.

V. PUBLIC COMMENTS

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

VI. BOARD BUSINESS

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

1. ACKNOWLEDGEMENT OF THE RETIREMENT OF SUPERINTENDENT JODY ALLEN & DESIGNATION OF SAM ROSE AS THE NEW SUPERINTENDENT & APPROVAL OF RESOLUTION No. 15-10 COMMENDING JODY ALLEN FOR ELEVEN YEARS OF SERVICE TO SPMUD.

[pg 13]

RECOMMENDATION:

Jody Allen, Superintendent of the Field Services Department is retiring after serving eleven years of outstanding service to the South Placer Municipal Utility District. Sam Rose will assume the position of Superintendent upon his retirement.

ACTION REQUESTED: (roll call vote)

1. ***Adopt Resolution No. 15-10 as a Commendation for Mr. Jody Allen's eleven years of service to SPMUD.***

2. CONSIDERATION OF ACCEPTANCE OF BILL OF SALE & ADOPTION OF RESOLUTION No. 15-11 AUTHORIZING THE REFUND AGREEMENT FOR THE ROCKLIN 60 – PHASE 2 SUBDIVISION, BETWEEN SPMUD & TAYLOR MORRISON SERVICES, INC.

[pg 14 to 24]

RECOMMENDATION:

Attached is the Bill of Sale with location map for the following completed project: The Rocklin 60 – Phase 2 subdivision is located in Rocklin behind Walmart on Sierra College Boulevard off of Schriber Way. Rocklin 60 – Phase 2 consists of 88 single-family residential homes for a total of 88 EDU's.

Also attached is a Refund Agreement between the District and Taylor Morrison Services Inc., which establishes a fee of \$139.76 to be collected for each EDU in the refund agreement area, to a total not to exceed \$139,621.12. The Agreement expires on June 4, 2025.

ACTION REQUESTED: (roll call vote)

1. ***Motion to accept the Bill of Sale for the Rocklin 60 – Phase 2 subdivision.***
2. ***Adopt Resolution No. 15-11 authorizing the Refund Agreement for Rocklin 60 – Phase 2 subdivision, between SPMUD and Taylor Morrison Services Inc.***

3. CONSIDERATION OF RESOLUTION No. 15-12 AUTHORIZING THE GENERAL MANAGER TO CONTRACT FOR ENGINEERING SERVICES FOR PHASE 2 OF THE FOOTHILL TRUNK SEWER REPLACEMENT PROJECT.

[pg 25 to 42]

RECOMMENDATION:

With the completion of Phase 1 of the Foothill Trunk Sewer Replacement project, staff would like to proceed with the design and permitting for Phase 2 of the project.

ACTION REQUESTED: (Roll call vote)

- 1. Adopt Resolution No. 15-12 authorizing the General Manager to contract for the engineering services for Phase 2 of the Foothill Trunk Sewer Replacement project.**

4. SDRMA ADOPTION OF RESOLUTION No. 15-13 ELECTION OF CANDIDATES TO SERVE AS DIRECTORS FOR THE (SDRMA) SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

[pg 43 to 53]

RECOMMENDATION:

The District has received ballot instructions from SDRMA (Special District Risk Management Authority) for their Election of the SDRMA Board of Directors. The Board is requested to select up to three candidates.

ACTION REQUESTED: (Roll call vote)

- 1. Select three candidates for election to the Special District Risk Management Authority Board of Directors.**
- 2. Adopt Resolution No. 15-13 for the 2015 Election Ballot of the Special District Risk Management Authority Board of Directors**

5. PUBLIC HEARING AND CONSIDERATION OF RESOLUTION No. 15-14 TO COLLECT DELINQUENT SERVICE CHARGES FOR SOUTH PLACER MUNICIPAL UTILITY DISTRICT ON THE PLACER COUNTY TAX ROLLS FOR TAX YEAR 2014

[pg 54 to 57]

RECOMMENDATION:

The Notice of Public Hearing regarding transfer of delinquent service charges to the Placer County tax roll has been published per State law for the June 4, 2015 meeting. A Public Hearing should be held to hear testimony and make any Board approved adjustments.

ACTION REQUESTED: (Roll call vote)

- 1. Adopt Resolution No. 15-14 requesting that Placer County Collect Delinquent Service Charges for SPMUD on the Placer County Tax Roll for Tax Year 2014**

6. CONSIDERATION OF THE ASSOCIATE ENGINEER & COLLEGE INTERN JOB SPECIFICATIONS AND SALARY, RESOLUTION No. 15-15 & 15-16

[pg 58 to 67]

RECOMMENDATION:

The attached staff report explains the needs for Personnel changes within the Technical Services Department in preparation for the review of preliminary engineering project alternatives and hydraulic analysis of the collection system, along with the development of an internship program.

ACTION REQUESTED: (Roll call vote)

- 1. Adopt Resolution No. 15-15 job specification and salary for the Associate Engineer position.**
- 2. Adopt Resolution No. 15-16 job specification and salary for the College Intern position.**

7. CONSIDERATION OF THE FISCAL YEAR 2015/16 BUDGET WORKSHOP

[pg 68 to 73]

RECOMMENDATION:

Hear a report from the General Manager and hold a Budget Workshop for the Annual Budget for the upcoming 2015/16 fiscal year. The budget provides the Board of Directors with the upcoming fiscal year revenues and expenses for the General and Capital Funds.

ACTION REQUESTED: (none – informational item)

VII. REPORTS

[pg 74 to 80]

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

1. Legal Counsel (A. Brown)
2. General Manager (H. Niederberger)
 - 1) FSD, ASD & TSD Reports
 - 2) Informational items
3. Director's Comments:

Directors may make brief announcements or brief reports on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda.

VIII. ADJOURNMENT

If there is no other Board business the President will adjourn the meeting to its next regular meeting on July 2, 2015 at 4:30 p.m.

**BOARD MINUTES
SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

Meeting	Location	Date	Time
Regular	District Office	May 7, 2015	4:30 p.m.

I. CALL MEETING TO ORDER: The Regular Meeting of the South Placer Municipal Utility District Board of Directors was called to order with President Murdock presiding at 4:30 p.m.

II. ROLL CALL OF DIRECTORS:

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

Absent: None

Vacant: None

Staff: Herb Niederberger, General Manager
 Jody Allen, Superintendent
 Joanna Belanger, Administrative Services Manager
 Adam Brown, Legal Counsel
 Eric Nielsen, District Engineer
 Sam Rose, Assistant Superintendent
 Gary Gibson, Field Services Manager

Others: None

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

IV. CONSENT ITEMS:

1. MINUTES from the April 2, 2015 Regular Board Meeting.
 2. ACCOUNTS PAYABLE in the amount of \$1,737,984.44 through April 30, 2015.
 3. MONTHLY INVESTMENT REPORT in the total amount of \$47,093,541.49, through April 30, 2015.
- Director Mitchell made a motion to approve all items on the consent calendar; a second was made by Director Williams, which carried 5-0.

V. PUBLIC COMMENTS:

President Murdock opened the Public Comments, hearing none the public comments were closed.

VI. BOARD BUSINESS:

1. CONSIDERATION OF ACCEPTANCE OF BILL OF SALE & ADOPTION OF RESOLUTION No. 15-07 AUTHORIZING THE REFUND AGREEMENT FOR THE ROCKLIN 60 – PHASE I SUBDIVISION, BETWEEN SPMUD & TAYLOR MORRISON SERVICES, INC.

District Engineer Eric Nielsen introduced the item, describing the Rocklin 60 project behind Walmart on Sierra College Blvd. consisting of 46 single family homes for a total of 46 EDU's. The Refund Agreement between the District and Taylor Morrison Services Inc. was proposed for the agreement area, in an amount not to exceed \$68,255.31.

Director Williams made a motion to approve Resolution 15-07 authorizing the Refund Agreement between Taylor Morrison Services Inc. and SPMUD, and acceptance of the Bill of Sale for Rocklin 60, a second was made by Director Markey the motion carried 5-0.

2. CONSIDERATION OF A BILL OF SALE FOR SEWER IMPROVEMENTS WITHIN THE WHITNEY RANCH UNIT 22 SUBDIVISION

District Engineer Nielsen reported that a bill of sale for improvements at the Whitney Ranch Unit 22 subdivision. The project consists of 48 single family residential homes for a total of 48 EDU's. Director Markey made a motion to accept the Bill of Sale, a second was made by Director Dickinson the motion carried 5-0.

3. CONSIDERATION OF A BILL OF SALE FOR SEWER IMPROVEMENTS AT THE HIGHLANDS LIFT STATION

District Engineer Nielsen reported that improvements had been completed by Elliot Homes at the Highlands Lift Station, located at the end of Monument Springs Drive. The project included upgrades to the existing lift station to bring it up to Districts standards. Director Williams asked if this now relieves Elliot Homes for any future obligations, District Engineer Nielsen stated that was correct. Director Mitchell made a motion to accept the Bill of Sale, a second was made by Director Dickinson the motion carried 5-0.

4. CONSIDERATION AND AUTHORIZATION TO APPROVE A COST SHARING AGREEMENT BETWEEN THE DISTRICT AND CASSE

General Manager Niederberger introduced the CASSE (California Alliance for Sanitary Sewer Excellence) cost sharing agreement. Superintendent Sam Rose reported that the cost sharing agreement with CASSE is a mechanism to partner with other agencies for shared interest type studies and reports should the District choose to participate. He described examples of such projects as legislative efforts or best practices. He further explained that the cost would be proportionate to the size of the agency participating. Any item/project that the District does decide to partner with would be brought back to the board for their discussion. Director Mitchell asked for clarification that the members in CASSE were all Collection Systems. Director Dickinson stated that this seems like a good idea and that it was good for the industry. A motion was made by Director Williams to approve the cost sharing agreement with CASSE, a second was made by Director Dickinson the motion carried 4-0.

5. CONSIDERATION & ADOPTION OF RESOLUTION No. 15-08 STAGGERED UTILITY BILLING CYCLES

Administrative Services Manager Belanger provided a presentation of the current billing cycle whereby all customer bills are sent out at one time each quarter. A proposal to create three billing cycles was made, explaining that the Districts customers would be split between zip codes. Essentially this provides for flattening of call volumes and an even distribution of revenues collected. A representation of a calendar insert for customer bills was provided, along with the implementation schedule for the changes. After some discussion between board members regarding the current state of billing cycles and the process for Assignments and any anticipated increases to rates. A motion was made by Director Williams to approve Resolution 15-08, a second was made by Director Mitchell the motion carried 5-0.

6. CONSIDERATION OF SECAP PRESENTATION & ADOPTION OF RESOLUTION No.15-09 ACCEPTING THE SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN (SECAP)

District Engineer Nielsen presented the System Evaluation and Capacity Assurance Plan (SECAP) explaining that the District is required to prepare the plan pursuant to the General Waste Discharge requirements for the State. Highlights of the program were explained describing the evaluation of hydraulic

deficiencies, design criteria and the establishment of short-term and long-term capital improvement projects to address system deficiencies and develop a schedule for planned projects. Interactive discussions occurred throughout the presentation, with clarification questions and comments relating to the presentation. There was concern expressed by Director Markey regarding currently unserved parcels within the Town of Loomis. It was clarified that those areas would be served by local collection facilities as the area develops and that the SECAP is intended to cover deficiencies in the truck collection facilities. The installation of the Lower Loomis Diversion, coupled with the CIPP project in Taylor Road, resolves current deficiencies and eliminates the need for improvements of the Lower Loomis Trunk. This frees approximately \$1 million from the project list. Director Williams made a motion to approve Resolution 15-09, a second was made by Director Dickinson the motion carried 5-0.

VII. REPORTS:

1. District Legal Counsel (A. Brown): Legal Counsel Brown reported that he is continuing to work with the GM in review of the Board Policies. He provided a report on legislative issues related to the drought and its effect on sewer systems and treatment plants. A report was also provided regarding the bill introduced at the State Assembly relating to change orders for public contracts and the time constraints within the bill.

2. General Manager (H.Niederberger):

A. ASD, FSD & TSD Reports: General Manager Niederberger reported that he will start including a long term calendar of future board meeting items in his written reports. Superintendent Allen provided a short report updating the board on the status of the Mareta Lane Antenna project and Lift Station fall protection.

B. Information Items: No further information was reported.

3. Directors Comments: Director Williams reported that the 2x2 meetings with the Town of Loomis are continuing. Director Mitchell stated that the Ordinance and Policy Committee has been reviewing policies in preparation for the workshop scheduled for the August Board meeting. Director Dickinson asked that Bill of Sale items can be placed on the Consent Agenda in the future and that there was a possibility that he would not be available for the next scheduled Fee and Finance Committee meeting.

VIII. ADJOURNMENT

The meeting was adjourned at 6:00 p.m. to the next regularly scheduled meeting on June 4, 2015 at 4:30 p.m.





South Placer Municipal Utility District, CA

Check Report

By Check Number

Date Range: 04/29/2015 - 05/29/2015

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
1021	ARC	05/04/2015	Regular	0.00	98.00	5997
1022	AT&T	05/04/2015	Regular	0.00	46.96	5998
1004	AT&T	05/04/2015	Regular	0.00	64.22	5999
1058	Carquest Auto Parts	05/04/2015	Regular	0.00	200.91	6000
1068	City of Roseville	05/04/2015	Regular	0.00	441,283.21	6001
1078	Cummins Pacific, LLC	05/04/2015	Regular	0.00	410.82	6002
1495	Curtis Little	05/04/2015	Regular	0.00	251.50	6003
1087	Dawson Oil Co.	05/04/2015	Regular	0.00	1,943.37	6004
1093	DMG Lawn Maintenance	05/04/2015	Regular	0.00	325.00	6005
1103	Employment Development Department	05/04/2015	Regular	0.00	1,091.98	6006
1108	Everything Radios, Inc.	05/04/2015	Regular	0.00	230.00	6007
1113	Ferguson Enterprises, Inc. 1423	05/04/2015	Regular	0.00	193.50	6008
1122	General Wholesale Electric Supply	05/04/2015	Regular	0.00	275.09	6009
1340	Grainger	05/04/2015	Regular	0.00	65.53	6010
1134	Harris Industrial Gases	05/04/2015	Regular	0.00	81.45	6011
1480	Herb Niederberger	05/04/2015	Regular	0.00	73.43	6012
1146	InSight Mobile Data Inc.	05/04/2015	Regular	0.00	330.00	6013
1161	Joanna Belanger	05/04/2015	Regular	0.00	110.35	6014
1165	John Deere Landscapes, Inc.	05/04/2015	Regular	0.00	50.01	6015
1174	KBA Docusys, Inc.	05/04/2015	Regular	0.00	390.11	6016
1188	Lucity, Inc.	05/04/2015	Regular	0.00	8,000.00	6017
1207	Municipal Maintenance Equipment	05/04/2015	Regular	0.00	451.64	6018
1218	PCWA	05/04/2015	Regular	0.00	77.28	6019
1221	PG&E	05/04/2015	Regular	0.00	3,247.76	6020
1242	Placer Farm Supply	05/04/2015	Regular	0.00	75.90	6021
1251	Railroad Management Company, LLC	05/04/2015	Regular	0.00	175.00	6022
1493	Richards Painting, Inc.	05/04/2015	Regular	0.00	3,950.00	6023
1259	Rick J. Perry	05/04/2015	Regular	0.00	250.00	6024
1487	RJA Heating & Air, Inc.	05/04/2015	Regular	0.00	10,500.00	6025
1268	Rocklin Windustrial Co.	05/04/2015	Regular	0.00	675.15	6026
1290	Spec-West, Inc.	05/04/2015	Regular	0.00	57.64	6027
1333	SPOK, Inc.	05/04/2015	Regular	0.00	26.39	6028
1299	Staples Contract & Commercial	05/04/2015	Regular	0.00	804.83	6029
1307	Sutter Medical Foundation-Corporate	05/04/2015	Regular	0.00	135.00	6030
1327	US Bank Corporate Payment	05/04/2015	Regular	0.00	3,361.69	6031
1332	USA Blue Book	05/04/2015	Regular	0.00	324.09	6032
1345	WEEO	05/04/2015	Regular	0.00	8,167.82	6033
1068	City of Roseville	05/05/2015	Regular	0.00	479,754.16	6034
1128	Golden 1 Credit Union	05/06/2015	Regular	0.00	831.36	6035
	Void	05/14/2015	Regular	0.00	0.00	6061
	Void	05/14/2015	Regular	0.00	0.00	6062
	Void	05/14/2015	Regular	0.00	0.00	6063
	Void	05/14/2015	Regular	0.00	0.00	6064
1026	AUS Sacramento MC Lockbox	05/14/2015	Regular	0.00	1,047.96	6065
1031	Batteries Plus	05/14/2015	Regular	0.00	23.60	6066
1036	Bill's Backflow Service	05/14/2015	Regular	0.00	50.00	6067
1086	Dataprose	05/14/2015	Regular	0.00	13,238.79	6068
1090	Department of Justice	05/14/2015	Regular	0.00	32.00	6069
1480	Herb Niederberger	05/14/2015	Regular	0.00	717.09	6070
1139	Hill Rivkins Brown & Associates	05/14/2015	Regular	0.00	5,324.80	6071
1145	Innovyze	05/14/2015	Regular	0.00	28,500.00	6072
1173	KBA Docusys	05/14/2015	Regular	0.00	207.10	6073
1218	PCWA	05/14/2015	Regular	0.00	643.01	6074
1244	Preferred Alliance	05/14/2015	Regular	0.00	137.76	6075

Check Report

Date Range: 04/29/2015 - 05/29/2015

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1496	SAK Construction, LLC	05/14/2015	Regular	0.00	240,798.40	6076
1297	Stanley Convergent Security Solutions, Inc.	05/14/2015	Regular	0.00	29.50	6077
1299	Staples Contract & Commercial	05/14/2015	Regular	0.00	119.02	6078
1475	Van Erp, Petersen & Babcock, LLP	05/14/2015	Regular	0.00	1,625.00	6079
1491	Vanguard Cleaning Systems	05/14/2015	Regular	0.00	395.00	6080
1338	Verizon Wireless	05/14/2015	Regular	0.00	367.61	6081
1343	Water Works Engineers, LLC	05/14/2015	Regular	0.00	3,482.09	6082
1492	Wave Broadband - Rocklin	05/14/2015	Regular	0.00	209.85	6083
1007	Advanced Integrated Pest	05/14/2015	Regular	0.00	101.00	6084
1020	Aqua Sierra Controls, Inc.	05/14/2015	Regular	0.00	2,374.56	6085
1004	AT&T	05/14/2015	Regular	0.00	9.12	6086
1022	AT&T	05/14/2015	Regular	0.00	186.50	6087
1128	Golden 1 Credit Union	05/21/2015	Regular	0.00	142.00	6088
1240	Placer County Personnel	05/21/2015	Regular	0.00	3,139.84	6089
1246	Prudential Municipal Pool	05/21/2015	Regular	0.00	163.53	6090
1020	Aqua Sierra Controls, Inc.	05/21/2015	Regular	0.00	429.00	6091
1073	Consolidated Communications	05/21/2015	Regular	0.00	904.55	6092
1080	CWEA Renewal	05/21/2015	Regular	0.00	84.00	6093
1131	Granite Business Printing	05/21/2015	Regular	0.00	183.11	6094
1141	Home Depot Credit Service	05/21/2015	Regular	0.00	552.86	6095
1218	PCWA	05/21/2015	Regular	0.00	351.56	6096
1232	Pitney Bowes, Inc.	05/21/2015	Regular	0.00	32.24	6097
1497	Placer Investors LLC	05/21/2015	Regular	0.00	232.00	6098
1280	SAM's Club/Synchrony Bank	05/21/2015	Regular	0.00	276.99	6099
1325	Tyler Technologies, Inc.	05/21/2015	Regular	0.00	400.00	6100
1020	Aqua Sierra Controls, Inc.	05/28/2015	Regular	0.00	963.64	6125
1022	AT&T	05/28/2015	Regular	0.00	47.47	6126
1093	DMG Lawn Maintenance	05/28/2015	Regular	0.00	325.00	6127
1131	Granite Business Printing	05/28/2015	Regular	0.00	116.10	6128
1221	PG&E	05/28/2015	Regular	0.00	2,854.79	6129
1253	Recology Auburn Placer	05/28/2015	Regular	0.00	297.02	6130
1265	Rocklin Area Chamber of Commerce	05/28/2015	Regular	0.00	200.00	6131
1299	Staples Contract & Commercial	05/28/2015	Regular	0.00	139.24	6132
1310	TecData Inc.	05/28/2015	Regular	0.00	4,533.00	6133
1327	US Bank Corporate Payment	05/28/2015	Regular	0.00	16,489.77	6134
	Void	05/28/2015	Regular	0.00	0.00	6135
	Void	05/28/2015	Regular	0.00	0.00	6136
	Void	05/28/2015	Regular	0.00	0.00	6137
	Void	05/28/2015	Regular	0.00	0.00	6138
	Void	05/28/2015	Regular	0.00	0.00	6139
1345	WECO	05/28/2015	Regular	0.00	491.94	6140
1135	Mass Mutual (EFT)	04/29/2015	Bank Draft	0.00	325.00	DFT0001213
1229	Pers (EFT)	04/29/2015	Bank Draft	0.00	18.03	DFT0001214
1229	Pers (EFT)	04/29/2015	Bank Draft	0.00	37.62	DFT0001215
1229	Pers (EFT)	04/29/2015	Bank Draft	0.00	225.34	DFT0001216
1229	Pers (EFT)	04/29/2015	Bank Draft	0.00	470.15	DFT0001217
1149	Internal Revenue Service	04/29/2015	Bank Draft	0.00	344.70	DFT0001218
1098	EDD (EFT)	04/29/2015	Bank Draft	0.00	135.14	DFT0001219
1098	EDD (EFT)	04/29/2015	Bank Draft	0.00	25.02	DFT0001220
1149	Internal Revenue Service	04/29/2015	Bank Draft	0.00	80.62	DFT0001221
1149	Internal Revenue Service	04/29/2015	Bank Draft	0.00	290.62	DFT0001222
1149	Internal Revenue Service	04/29/2015	Bank Draft	0.00	294.92	DFT0001224
1098	EDD (EFT)	04/29/2015	Bank Draft	0.00	122.21	DFT0001225
1098	EDD (EFT)	04/29/2015	Bank Draft	0.00	21.41	DFT0001226
1149	Internal Revenue Service	04/29/2015	Bank Draft	0.00	68.98	DFT0001227
1149	Internal Revenue Service	04/29/2015	Bank Draft	0.00	271.67	DFT0001228
1045	Cal Pers 457 Plan (EFT)	05/08/2015	Bank Draft	0.00	500.00	DFT0001230
1135	Mass Mutual (EFT)	05/08/2015	Bank Draft	0.00	4,250.00	DFT0001231
1229	Pers (EFT)	05/08/2015	Bank Draft	0.00	147.25	DFT0001232
1229	Pers (EFT)	05/08/2015	Bank Draft	0.00	257.65	DFT0001233
1229	Pers (EFT)	05/08/2015	Bank Draft	0.00	537.59	DFT0001234

Check Report

Date Range: 04/29/2015 - 05/29/2015

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1229	Pers (EFT)	05/08/2015	Bank Draft	0.00	3,220.50	DFT0001235
1229	Pers (EFT)	05/08/2015	Bank Draft	0.00	6,719.16	DFT0001236
1229	Pers (EFT)	05/08/2015	Bank Draft	0.00	971.42	DFT0001237
1229	Pers (EFT)	05/08/2015	Bank Draft	0.00	1,530.94	DFT0001238
1229	Pers (EFT)	05/08/2015	Bank Draft	0.00	641.07	DFT0001239
1229	Pers (EFT)	05/08/2015	Bank Draft	0.00	641.07	DFT0001240
1149	Internal Revenue Service	05/08/2015	Bank Draft	0.00	8,362.50	DFT0001241
1098	EDD (EFT)	05/08/2015	Bank Draft	0.00	2,470.42	DFT0001242
1098	EDD (EFT)	05/08/2015	Bank Draft	0.00	606.97	DFT0001243
1149	Internal Revenue Service	05/08/2015	Bank Draft	0.00	1,955.80	DFT0001244
1149	Internal Revenue Service	05/08/2015	Bank Draft	0.00	7,265.74	DFT0001245
1149	Internal Revenue Service	05/08/2015	Bank Draft	0.00	120.40	DFT0001247
1098	EDD (EFT)	05/08/2015	Bank Draft	0.00	6.86	DFT0001248
1098	EDD (EFT)	05/08/2015	Bank Draft	0.00	8.74	DFT0001249
1149	Internal Revenue Service	05/08/2015	Bank Draft	0.00	28.16	DFT0001250
1149	Internal Revenue Service	05/08/2015	Bank Draft	0.00	64.02	DFT0001251
1045	Cal Pers 457 Plan (EFT)	05/22/2015	Bank Draft	0.00	500.00	DFT0001261
1135	Mass Mutual (EFT)	05/22/2015	Bank Draft	0.00	3,900.00	DFT0001262
1229	Pers (EFT)	05/22/2015	Bank Draft	0.00	147.25	DFT0001263
1229	Pers (EFT)	05/22/2015	Bank Draft	0.00	259.34	DFT0001264
1229	Pers (EFT)	05/22/2015	Bank Draft	0.00	541.14	DFT0001265
1229	Pers (EFT)	05/22/2015	Bank Draft	0.00	3,241.74	DFT0001266
1229	Pers (EFT)	05/22/2015	Bank Draft	0.00	6,763.45	DFT0001267
1229	Pers (EFT)	05/22/2015	Bank Draft	0.00	971.42	DFT0001268
1229	Pers (EFT)	05/22/2015	Bank Draft	0.00	1,530.94	DFT0001269
1229	Pers (EFT)	05/22/2015	Bank Draft	0.00	769.30	DFT0001270
1229	Pers (EFT)	05/22/2015	Bank Draft	0.00	769.30	DFT0001271
1149	Internal Revenue Service	05/22/2015	Bank Draft	0.00	8,939.42	DFT0001272
1098	EDD (EFT)	05/22/2015	Bank Draft	0.00	2,571.37	DFT0001273
1098	EDD (EFT)	05/22/2015	Bank Draft	0.00	618.25	DFT0001274
1149	Internal Revenue Service	05/22/2015	Bank Draft	0.00	2,090.74	DFT0001275
1149	Internal Revenue Service	05/22/2015	Bank Draft	0.00	7,550.69	DFT0001276
1149	Internal Revenue Service	04/29/2015	Bank Draft	0.00	4.58	DFT0001282
1098	EDD (EFT)	04/29/2015	Bank Draft	0.00	3.79	DFT0001283
1098	EDD (EFT)	04/29/2015	Bank Draft	0.00	0.33	DFT0001284
1149	Internal Revenue Service	04/29/2015	Bank Draft	0.00	1.06	DFT0001285
1149	Internal Revenue Service	04/29/2015	Bank Draft	0.00	5.56	DFT0001286
1015	American Fidelity Assurance	05/22/2015	Bank Draft	0.00	1,216.89	DFT0001287
1230	Pers (EFT)	05/22/2015	Bank Draft	0.00	32,566.77	DFT0001288

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	127	86	0.00	1,301,350.56
Manual Checks	0	0	0.00	0.00
Voided Checks	0	9	0.00	0.00
Bank Drafts	59	59	0.00	118,001.02
EFT's	0	0	0.00	0.00
	186	154	0.00	1,419,351.58

Fund Summary

Fund	Name	Period	Amount
100	GENERAL FUND	4/2015	2,746.75
100	GENERAL FUND	5/2015	<u>1,416,604.83</u>
			1,419,351.58

MONTHLY INVESTMENT REPORT

**SOUTH PLACER MUNICIPAL
UTILITY DISTRICT**

Local Agency Investment Fund As of April 30, 2015	\$9,763,452.58
Average Interest for Month Ended April 30, 2015	0.26%
Placer County Treasury As of April 30, 2015	\$35,043,257.37
Effective Rate of Return for Month Ended April 30, 2015	0.75 %
Checking Account Balance (U.S. Bank) As of May 29, 2015	\$2,077,648.00

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

SOUTH PLACER MUNICIPAL UTILITY DISTRICT
RESOLUTION NO. 15-10

A RESOLUTION COMMENDING JODY ALLEN

WHEREAS, Mr. Jody Allen, Superintendent of the Field Services Department is retiring after serving eleven years of outstanding service to the South Placer Municipal Utility District; and

WHEREAS, the District has greatly benefitted from Jody's knowledge, experience, dedication and integrity; and

WHEREAS, Jody has been instrumental in advancing the District's level of expertise in sewer system operations and maintenance and improvement in the District's level of service to its customers; and

WHEREAS, after eleven years of service, Jody will be retiring from the District on June 4, 2015,

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

That this Board does hereby extend to Jody Allen 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 4th day of June 2015, by unanimous vote:

Signed:

John Murdock, President of the Board of Directors

Attest: _____
Joanna Belanger, Board Secretary

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

STAFF REPORT

To: Board of Directors

From: Eric Nielsen, District Engineer

Cc: Carie Huff, Engineering Technician

Subject: Acceptance of the Bill of Sale for Sewer Improvements within the Rocklin 60 – Phase 2 Subdivision

Meeting Date: June 4, 2015

Overview

The Rocklin 60 – Phase 2 subdivision is located in Rocklin behind Walmart on Sierra College Boulevard off of Schriber Way. Rocklin 60 – Phase 2 consists of 88 single-family residential homes for a total of 88 EDU's. The Rocklin 60 – Phase 2 improvements include the following infrastructure:

- Installation of four thousand seventy five (4,075) linear feet of 6-inch and 8-inch sanitary sewer pipe;
- Installation of seven hundred forty one (741) linear feet of 18-inch trunk sanitary sewer pipe;
- Installation of twenty (20) manholes.

Recommendation

Staff recommends that the Board of Directors:

- Adopt Resolution 15-11 for the refund agreement for Rocklin 60 – Phase 2 subdivision, and
- Accept the attached Bill of Sale for the Rocklin 60 – Phase 2 subdivision.

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

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

Fiscal Impact

The estimated value of the contributed capital is \$385,068.

Attachments:

1. Resolution 15-11 – Adoption of the Rocklin 60 – Phase 2 Trunk Sewer Refund Agreement
2. Rocklin 60 – Phase 2 Trunk Sewer Refund Agreement
3. Bill of Sale
4. Map – Rocklin 60 – Phase 2

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 15-11

ADOPTION OF THE ROCKLIN 60 – PHASE 2 TRUNK SEWER REFUND AGREEMENT

WHEREAS, it is necessary that sanitary wastewater facilities be installed to provide wastewater disposal services to the project, commonly known as Rocklin 60 – Phase 2, City of Rocklin, County of Placer, State of California; and

WHEREAS, the District certifies that the sewer pipe capacity, size, and location is adequate to carry design flow from the entire tributary area as determined by the General Manager; and

WHEREAS, the District deems it necessary that wastewater facilities be constructed which will be, or can be, used for the benefit of property not participating in the cost of construction of said facilities; and

WHEREAS, the contracting party is willing to construct and install the wastewater facilities, as hereinafter described, at its own expense, and thereafter dedicate said facilities to District for a public use, in return for partial reimbursement therefore pursuant to the terms and conditions of this agreement; and

WHEREAS, the costs and expenses incurred by the contracting party to be refunded have been verified to the District in the form of copies of invoices and cancelled checks and supporting documentation to assure that all costs incurred in the construction of the facilities to be covered by the refund agreement have been incurred and paid.

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

1. the attached refund agreement is adopted in its entirety;
2. the General Manager, or his designee, is hereby authorized as the District's Agent to implement the purpose and requirements of the refund agreement and will administer the attached refund agreement in consultation with the Districts Legal Counsel.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 4th day of June 2015.

Signed: _____
John R. Murdock, President of the Board of Directors

Attest: _____
Joanna Belanger, Board Secretary

ROCKLIN 60 – PHASE 2 TRUNK SEWER
REFUND AGREEMENT

SOUTH PLACER MUNICIPAL UTILITY DISTRICT
TAYLOR MORRISON SERVICES, INC.

This agreement is made and entered into this _____ day of _____, 2015 by and between SOUTH PLACER MUNICIPAL UTILITY DISTRICT, a public agency, hereinafter referred to as District, TAYLOR MORRISON SERVICES, INC., a Delaware corporation, hereinafter referred to as Developer.

WITNESSETH

WHEREAS, it is necessary that sanitary wastewater facilities be installed to provide wastewater disposal services to Developer's project, commonly known as Rocklin 60 – Phase 2, City of Rocklin, County of Placer, State of California; and

WHEREAS, District deems it necessary that wastewater facilities be constructed which will be, or can be, used for the benefit of property not participating in the cost of construction of said facilities; and

WHEREAS, Developer is willing to construct and install the wastewater facilities, as hereinafter described, at its own expense, and thereafter dedicate said facilities to District for a public use, in return for partial reimbursement therefore pursuant to the terms and conditions of this agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Developer shall furnish or cause to be furnished, at its sole cost and expense, all necessary labor, materials, machinery, apparatus, and other means of construction, and do all the work required to construct the following described wastewater facilities: an 18-inch trunk sewer with manholes and all related appurtenances as the same are generally depicted on the drawing attached hereto, marked Exhibit "A" and made a part hereof, all within the scope of sewer construction for providing service to Rocklin 60 – Phase 2.
2. Plans for the above improvements shall be subject to the approval of District and the construction thereof shall be in accordance with all of the ordinances, rules, regulations and specifications of District, as such may be amended from time to time. It is expressly understood and agreed by Developer that unless and until said wastewater facilities are constructed and installed in the manner herein provided and accepted by District, District shall have no obligation whatsoever to maintain said facilities or to provide wastewater service therefrom.
3. Developer agrees that upon the completion of construction and installation of said wastewater facilities in accordance with the plans and specifications, ordinances, rules, and regulations of District, said facilities shall become the property of District upon its acceptance, free and clear of all costs, liens, encumbrances, or restrictions whatsoever, and Developer shall defend, indemnify and hold harmless the District from and against any and all suits, actions, damages, regulatory actions or proceedings, enforcement claims or claims of every type and

description resulting from or by reason of the performance by Developer of this agreement. Developer agrees to transfer legal title to said facilities to District together with any and all necessary easements pertaining thereto in a form satisfactory to District.

4. In consideration of construction and installation of said wastewater facilities at Developer's expense, District agrees that the first 999 Equivalent Dwelling Units (EDU) within the real property shown on the map attached hereto, marked Exhibit "B" and made a part hereof, located adjacent to and upstream and downstream from Developer's project shall be subject to an in-lieu of construction fee. Said in-lieu fee shall be paid to Developer as partial reimbursement for construction of said wastewater facilities. The amount to be collected by District and paid to Developer shall be calculated according to the following schedule and formula:

District covenants and agrees to collect the sum of \$139.76 for each EDU as determined by District to be developed in connection with improvement plans for sewer facilities for development of properties shown on said Exhibit "B". The total sum for all EDU's so determined shall be collected prior to District approval of said improvement plans. In the event improvement plans for sewer facilities for properties shown on Exhibit "B" have been approved by District prior to the date of this agreement, said total sum shall be collected coincident with the submittal of the document transferring legal title of such improvement plan sewer facilities to District. In the event improvement plans for sewer facilities for properties shown on Exhibit "B" are not required, such as in the case of an individual applicant connecting an existing parcel of land or increases in EDU determinations of a parcel previously connected, the total sum of all applicable EDU's for said individual connection or increase shall be collected coincident with District's issuance of the sewer service application permit. The amounts collected by District shall be paid to Developer on a quarterly basis or at such other time as District and Developer may agree upon in writing. It is expressly understood that unless and until said wastewater facilities are constructed and installed in the manner herein provided and transferred to and accepted by District, District shall have no obligation to pay to Developer any of the sums collected herein.

5. Notwithstanding any other provision of this agreement, the total refund by District of the aforementioned sums shall not exceed the sum of \$139,621.12, or the amount collected within a period of ten years from the date of this agreement at which time this agreement shall cease and terminate and District shall be under no further obligation to make payments to Developer. It is expressly understood that District shall not be obligated to pay to Developer any public funds of District, but shall only be obligated to collect the sums provided for above from the developers/applicants of the properties shown on Exhibit "B". No interest shall be paid by District to Developer on any of the above sums refunded pursuant to the terms of this agreement.

6. Developer agrees that the refund as provided above represents the equitable share of the wastewater facilities construction costs for the benefiting properties shown on Exhibit "B". Developer warrants that District's obligation as provided above is with Developer, and no third party has any claim on District for said share of wastewater facilities construction costs or amounts refundable.

7. This agreement shall not be construed to limit the right of District to hereafter enlarge, relocate, or extend said wastewater facilities nor the granting to Developer a right to any specified capacity in any other sanitary wastewater facilities or wastewater treatment plant

of District now in existence or hereafter to be constructed, other than such rights, if any, that any other property owner within District would have therein.

8. Neither this agreement nor any provision thereof shall be construed to require or obligate District to expend any public funds for the direct benefit of Developer.

9. Any notices or communications required to be made herein shall be made, by deposit in the U.S. Mail, First Class Postage prepaid to:

District: South Placer M.U.D.
5807 Springview Drive
Rocklin, CA 95677

Developer: Taylor Morrison Services, Inc.
Sacramento Division
81 Blue Ravine Road, Suite 220
Folsom, CA 95630

Either party may amend its address for notice by notifying the other in writing.

10. This agreement is not assignable by Developer without the written consent of District, which consent shall not unreasonably be withheld. No assignment shall relieve Developer of any promise or obligation made or assumed by him herein.

11. This agreement and its obligations, terms and conditions shall inure to the benefit of the heirs, successors and assigns of Developer and to the successors in interest of District.

12. This agreement is authorized by the provisions of Section 12721 and 12841(b) of the Public Utilities Code of the State of California.

13. In any action arising out of the performance of this agreement, whether in tort, contract, declaratory relief or otherwise, the prevailing party shall be entitled to recover reasonable attorney's fees and litigation expenses (including court costs and expert witness fees) from the other party. These fees, which may be set by the court in the same action or in a separate action brought for that purpose, are in addition to any other relief to which the prevailing party may be entitled. This provision applies to the entire agreement.

14. This agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject of this agreement. This agreement contains all the covenants and agreements between the parties with respect to the matters herein, and each party to this agreement acknowledges that no representations, inducements, promises or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this agreement. No agreement, statement or promise not contained in this agreement shall be valid or binding.

15. The validity of this agreement and of any of its terms or conditions, as well as the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the laws of the State of California.

16. If any term of this agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the agreement terms shall remain in full force and effect and shall not be affected.

IN WITNESS WHEREOF, the parties hereto have executed the within agreement the day and year first written above.

ATTEST

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

Joanna Belanger, Secretary

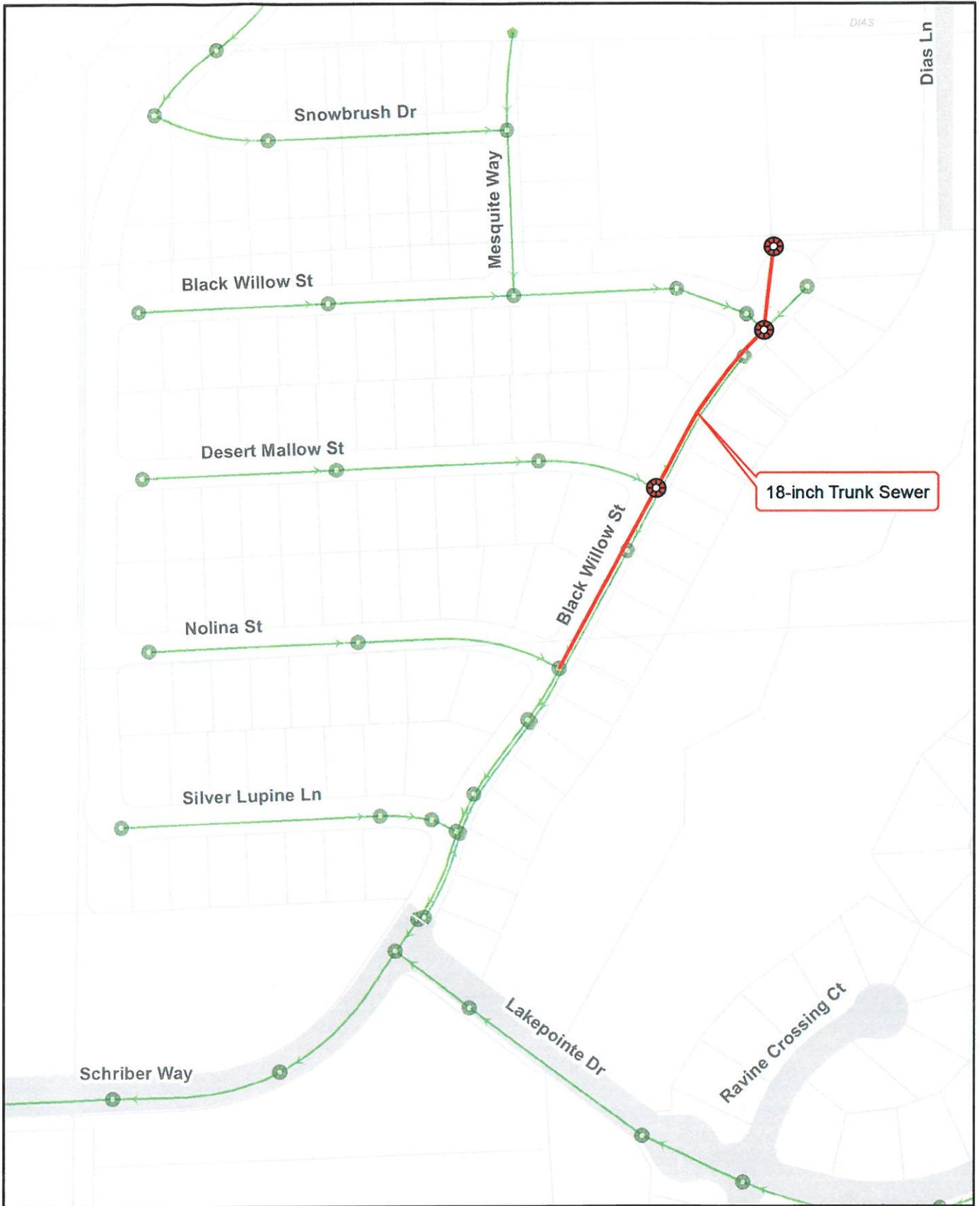
Herb Niederberger, General Manager

APPROVED AS TO FORM

Adam C. Brown, District Counsel

TAYLOR MORRISON SERVICES, INC.



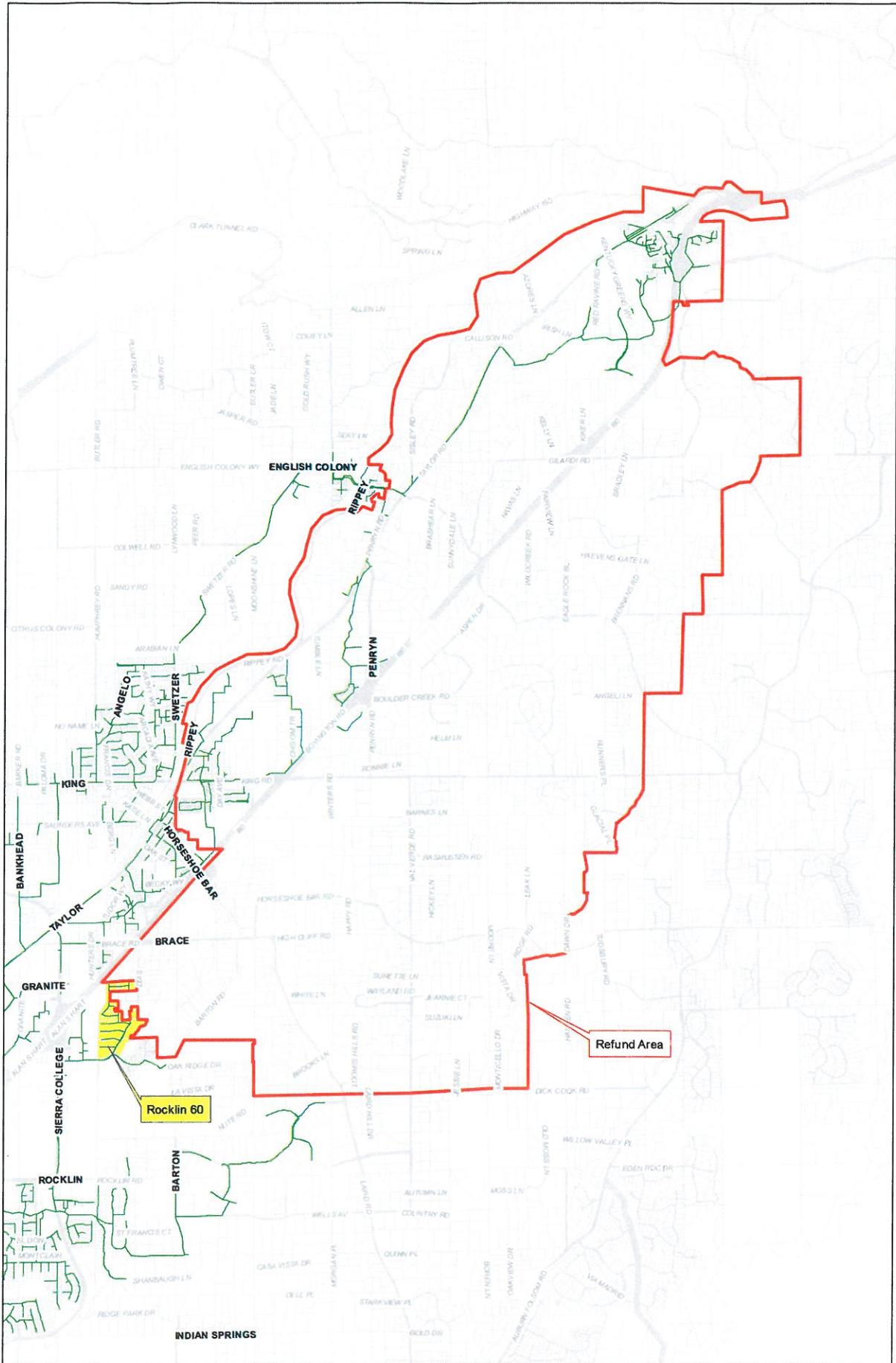


0 100 200 Feet
 1 inch = 200 feet



EXHIBIT "A"
ROCKLIN 60 - PHASE 2

Date: 3/26/2015
 User Name: eric
 G:\spsmud_gis\mxd\Eric\Rocklin60Ph2ExhibitA.mxd



0 1,500 3,000 Feet
 1 inch = 3,000 feet



EXHIBIT "B"
ROCKLIN 60 - PHASE 2
REFUND AREA MAP

Date: 4/1/2015

User Name: eric

G:\spmud_gis\mxd\Eric\Rocklin60Ph2RRrefund.mxd

BILL OF SALE

Taylor Morrison of California, LLC does hereby grant, bargain, sell and convey to SOUTH PLACER MUNICIPAL UTILITY DISTRICT all of its rights, title and interest in and to all public sewer pipes, lines, mains, manholes, and appurtenances installed by its contractor in that subdivision/project commonly known as Rocklin 60 Subdivision – SPMUD Phase 2 Sewer Plans Only.

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

Dated this 5/13/15

By: Taylor Morrison of California, LLC



Signature

JAY PAWLIK

Name (Please Type or Print)



0 300 600 1,200 Feet

1 in = 600 ft



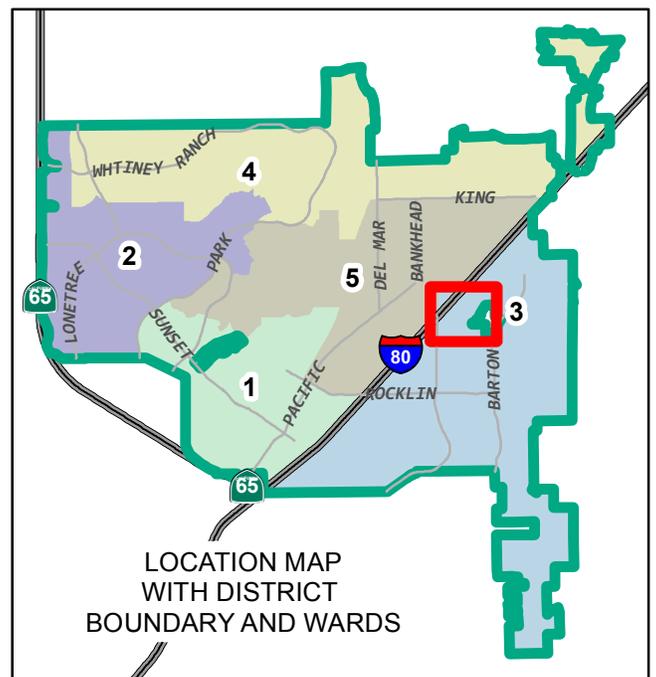
Rocklin 60 - Phase 2

88 Residential EDUs

Date: 5/26/2015

Author: Curtis Little

Document Path: G:\spmud_gis\mxd\TSD\BillofSaleTemplate.mxd
Page 24 of 80



LOCATION MAP
WITH DISTRICT
BOUNDARY AND WARDS

SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT

To: Board of Directors

From: Eric Nielsen, District Engineer

Cc: Herb Niederberger, General Manager

Subject: Adoption of Resolution 15-12 for Authorization of Contract for Engineering Services for Phase 2 of the Foothill Trunk Sewer Replacement

Meeting Date: June 4, 2015

Overview

Phase I of the Foothill Trunk Sewer Replacement project is complete. Staff is looking to move forward with Phase II, which includes final design, bid documents, encroachment permitting, design-level geotechnical study, and environmental permitting.

Recommendation

Staff recommends that the Board of Directors:

- Adopt Resolution 15-12 to authorize the General Manager to contract for the engineering services for Phase II of the Foothill Trunk Sewer Replacement.

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

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

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

Goal 3.2: Provide Engineering and Design to optimize the Capital Improvement Program.

Fiscal Impact

The contract amount for the engineering services for this project is \$182,907, which accounted for in the District budget.

Attachments:

1. Resolution 15-12-Resolution for the Authorization to Contract for the Engineering Services for the Foothill Trunk Sewer Replacement Phase II.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO: 15-12

RESOLUTION FOR THE AUTHORIZATION TO CONTRACT FOR THE ENGINEERING SERVICES FOR THE FOOTHILL TRUNK SEWER REPLACEMENT PHASE II

WHEREAS, (1) Resolution 15-02, the District’s Purchasing Policy, dictates that a single contract or commitment shall not exceed \$50,000 without approval by the Board of Directors, and

WHEREAS, (2) the scope of engineering services and fee attached, marked “Exhibit A” and incorporated herein by reference, is for an amount of \$182,907.

NOW, THEREFORE BE IT:

RESOLVED, (a) the South Placer Municipal Utility District Board of Directors authorizes the General Manager to enter into contract for the attached scope of engineering services for Phase 2 of the Foothill Trunk Sewer Replacement Project.

Resolution adopted at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at 5807 Springview Drive, Rocklin, CA this 4th day of June, 2015.

Signed: _____
John R. Murdock, President of the Board of Directors

Attest: _____
Joanna Belanger, Board Secretary



**SOUTH PLACER
MUNICIPAL UTILITY DISTRICT**

**CONTRACTING
FORM**

PROJECT:

DATE ISSUED: 5/29/2015

Provide Engineering Services for the project known as:

Foothill Trunk Sewer Replacement Project – Phase II

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

PROJECT MANAGER: Eric Nielsen, (916) 786-8522 Ext. 30; E-Mail enielsen@spmud.ca.gov

PROPOSAL: (This section to be completed by bidder.)

The undersigned agrees to complete the work specified in strict conformance with the Scope of Engineering Services for the above identified document within the time specified in calendar days after the receipt of Notice to Proceed, for the following amount not to exceed: **\$182,907.**

Amount in words: **One hundred and eighty two thousand, nine hundred and seven** dollars and **zero** cents.

This includes all applicable taxes and fees. The required insurance, as described in the (attached) Architect-Engineer/South Placer Municipal Utility District (SPMUD) Standard Terms and Conditions is current.

Comments and Exceptions:

Name and Address of Bidder:

Signature of Person Authorized to Sign

WATERWORKS Engineers
1322 Blue Oaks Blvd., Suite 300
Roseville, CA 95678

Phone No.: _____

Signer's Name and Title (Type or Print)

FAX No.: _____

E-Mail: _____

NOTICE OF AWARD (This Section for District Use Only)

DATE ISSUED:

The above bid is accepted (Check One):

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

Notice to Proceed will be issued upon receipt of applicable bonds, insurance and other required submittals, if any

By: _____

Title: _____

NOTICE TO PROCEED

DATE ISSUED:

By: _____

Title: _____

NOTICE OF COMPLETION

DATE ISSUED:

I hereby certify that the above contract has been completed and accepted by the District.

By: _____

Title: _____

I. SCOPE

Architect–Engineer (AE) agrees to perform the services described in the scope of work attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of AE shall not be construed to exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by South Placer Municipal Utility District (SPMUD), shall constitute a binding agreement on both parties (hereinafter the “Agreement”).

II. COMPENSATION

SPMUD agrees to pay for the services in Article I in accordance with the compensation provisions in the proposal. Payment to AE will be made within 30 days after the date of billing. Interest on the unpaid balance will accrue beginning on the 31st day at the maximum interest rate permitted by law.

Time-related charges will be made in accordance with the billing rate referenced in the proposal or Agreement. Direct expenses and Subcontractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, AE’s standard billing rates shall apply. In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant’s invoice, Consultant shall have the right to suspend work per Article XIV, Suspension of Work.

III. RESPONSIBILITY

1. **Standard of care:** AE is employed to render a professional service only, and any payments made by SPMUD are compensation solely for such services rendered and recommendations made in carrying out the Work. AE shall perform the services in accordance with generally accepted engineering practices and standards in effect when the services are rendered. AE does not expressly or impliedly warrant or guarantee its services.

In performing construction management services, AE shall act as agent of SPMUD. AE’s review or supervision of work prepared or performed by other individuals or firms employed by SPMUD shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

The presence of AE’s personnel at a construction site, whether as on-site representative, resident engineer or construction manager, shall be for the sole purpose of determining that the work is

generally proceeding in conformance with the intent of the project specifications and contract documents and does not constitute any form of guarantee or assurance with respect to contractor’s performance. AE shall have no responsibility for the contractor’s means, methods, techniques, sequences, for safety precautions and programs incident to the contractor’s work, or for any failure of contractor to comply with laws and regulations applicable to performing its work.

2. **Reliance upon information provided by others:** If AE’s performance of services hereunder requires AE to rely on information provided by other parties (excepting AE’s subcontractors), AE shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by SPMUD.

IV. INDEMNIFICATION

AE agrees to indemnify and hold SPMUD harmless from and against any liability to the extent arising out of the negligent acts, errors or omissions of AE, its agents, employees, or representatives, in the performance of duties under the Agreement. Regardless of any other term of this Agreement, in no event shall AE be responsible or liable to SPMUD for any incidental, consequential, or other indirect damages.

V. INSURANCE

AE shall maintain during the life of the Agreement the following minimum insurance:

1. **Commercial general liability:** insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. **Automobile bodily injury and property damage liability:** insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
3. **Professional liability:** insurance with limits of not less than \$1,000,000.
4. **Limits of liability:** The total amount of all claims SPMUD may have against AE under this Agreement or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to \$500,000. As SPMUD’s sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against AE and not against any of the AE’s employee’s, officers or directors.
5. **Additional insured:** SPMUD shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to SPMUD with a 30-day written notice in the event the above policies are cancelled.

VI. SUBCONTRACTS

AE shall be entitled, to the extent determined to be appropriate by AE to subcontract any portion of the Work to be performed under this Agreement.

VII. ASSIGNMENT

If the authorized scope of work includes construction activities or the oversight of construction, AE may, at its discretion and upon notice to SPMUD, assign all of its contractual rights and obligations with respect to such activities or services to a qualified construction management firm.

If the authorized scope of work requires professional services to be performed in a jurisdiction in which AE renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, AE may, in its discretion, upon notice to SPMUD assign its contractual rights and obligations with respect to such services to such locally registered engineering affiliate.

VIII. INTEGRATION

These terms and conditions and the proposal to which they are attached represent the entire understanding of SPMUD and AE as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties, provided further that any terms and conditions in any client authorization or purchase order issued in connection or under the Agreement which are inconsistent with the Agreement are hereby superseded and shall be of no force or effect.

X. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XI. FORCE MAJEURE

AE shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of AE. AE will take reasonable steps to mitigate the impact of any force majeure.

XII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by AE hereunder are intended solely for the benefit of SPMUD and no right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on AE's performance of its services hereunder.

XIII. WORK PRODUCT

AE and SPMUD recognize that AE's work product submitted in performance of this Agreement is intended only for the SPMUD benefit and use. Change, alteration, or reuse on another project by SPMUD shall be at SPMUD's sole risk, and SPMUD shall hold harmless and indemnify AE against all losses, damages, costs and expense, including attorney's fees, arising out of or related to any such unauthorized change, alteration or reuse.

XIV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. **By SPMUD:** By written notice to AE, SPMUD, may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond SPMUD's control make normal progress of the Work impracticable. AE shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. If suspension is greater than 30 days, then AE shall have the right to terminate this Agreement in accordance with Article XV, Termination of Work.
2. **By AE:** By written notice to SPMUD, AE may suspend the Work if AE reasonably determines that working conditions at the Site (outside AE's control) are unsafe, or in violation of applicable laws, or in the event SPMUD has not made timely payment in accordance with Article II, Compensation, or for other circumstances not caused by AE that are interfering with the normal progress of the Work. AE's suspension of Work hereunder shall be without prejudice to any other remedy of AE at law or equity.

XV. TERMINATION OF WORK

This Agreement may be terminated as follows:

1. **By SPMUD:** (a) for its convenience on 30 days' notice to AE, or (b) for cause, if AE materially breaches this Agreement through no fault of SPMUD and AE neither cures such material breach nor makes reasonable progress toward cure within 15 days after SPMUD has given written notice of the alleged breach to AE.
2. **By AE:** (a) for cause, if SPMUD materially breaches this Agreement through no fault of AE and SPMUD neither cures such material breach nor makes reasonable progress toward cure within 15 days after AE has given written notice of the alleged breach to SPMUD or (b) upon five days' notice if Work under this Agreement has been suspended by either SPMUD or AE in the aggregate for more than 30 days.
3. **Payment upon Termination.** In the event of termination, AE shall perform such additional work as is reasonably necessary for the orderly closing of the Work. AE shall be compensated for all work performed prior to the effective date of termination of AE by SPMUD for cause, AE shall also receive a termination fee equal to 15 percent of the total compensation yet to be earned under existing authorizations at the time of termination.

XVI. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the AE Project Manager and to the person signing the proposal on behalf of the SPMUD and shall be effective upon delivery to the addressed stated in the proposal.

Scope of Engineering Services
Water Works Engineers, LLC and South Place Municipal Utility District
Foothill Trunk Sewer Replacement Project – Phase II

This Scope of Engineering Services for the Foothill Trunk Sewer Replacement Project (Project) is issued by the South Placer Municipal Utility District (herein referred to as CLIENT) and accepted by Water Works Engineers, LLC (herein referred to as ENGINEER) pursuant to the mutual promises, covenants and conditions contained in the most current Engineering Services Agreement between the South Placer Municipal Utility District (SPMUD) and Water Works Engineers, LLC (WWE).

Project Description

The project specifics are as follows:

Location	County of Placer and Rocklin, California
Facility Name	Foothill Trunk Sewer Replacement Project
Facility Type	New gravity flow wastewater pipeline and appurtenant sanitary sewer manholes (SSMHs) and connections, and removal and/or abandonment in place of existing trunk sewer.
General Project Components	<p>Component 1: Replace approximately 2,275-LF of 12" SS with 2,672-LF of new 24" gravity pipe from El Don Drive in Rocklin (North of the intersection with Corona Circle) flowing west parallel to Corona Circle through several back yards along a perennial stream, continuing across the Rocklin and Rocklin annex from County of Placer boundary through several private properties where it crosses the perennial creek before reaching Aguilar Rd., then continuing along creek in a green belt behind the Creekside Village Apartment Complex , and ending just upstream of the connection with the SPMUD Lower Secrete Ravine Trunk Sewer. (See Figure 1 for approximate alignment.)</p> <p>Component 2: Remove and/or abandon in place the existing pipe.</p>
General Project Objectives	<p>Objective 1: Research, evaluate and identify the preferred construction method (open cut or trenchless) and alignment (replace in place or close proximity parallel) for the project thought preliminary field studies, engineering research and analysis.</p> <p>Objective 2: Design identified improvements to SPMUD gravity sewer system.</p> <p>Objective 3: Complete field studies and permit applications necessary to secure environmental clearance to construct project.</p> <p>Objective 4: Provide services defined herein on-time and within budget.</p>

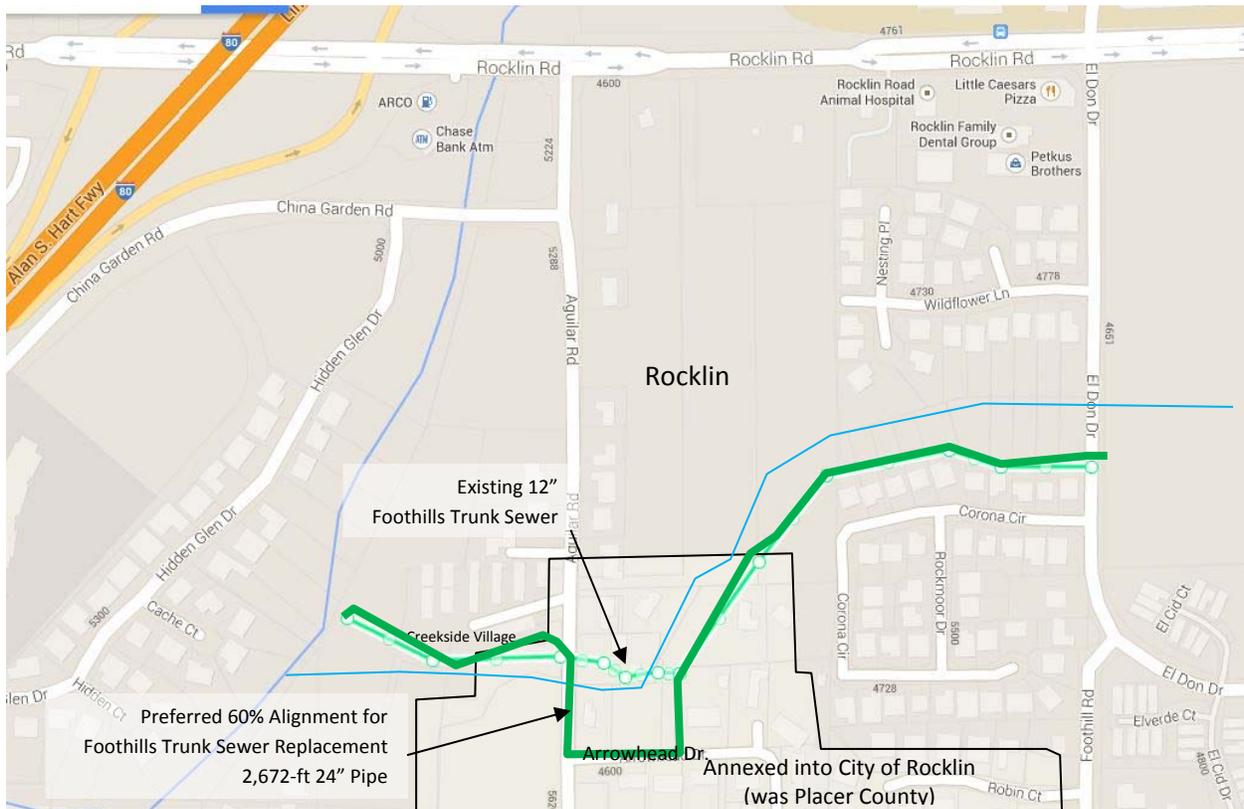
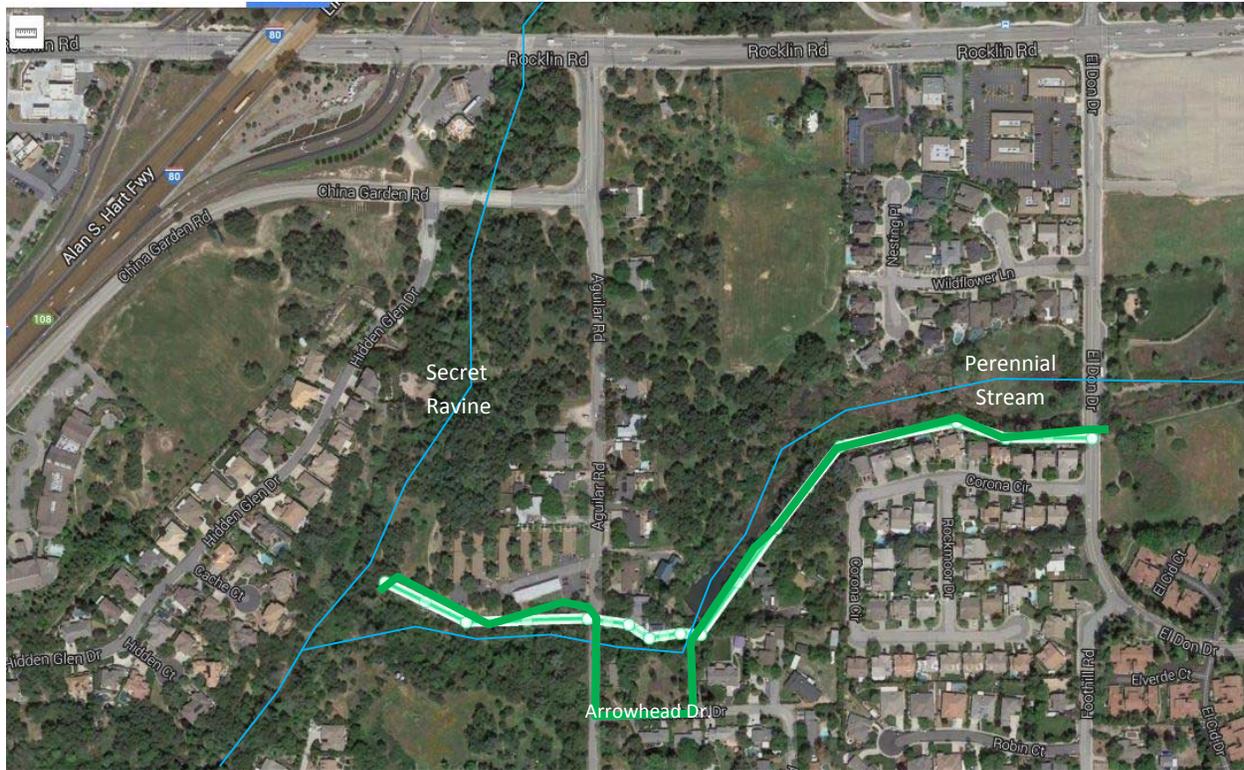


Figure 1 – Foothills Trunk Sewer Approximate Existing and 60% Submittal Alignment

Scope of Services

To meet the general project objectives, the required engineering services has been split into phases and subtasks as follows

Phase	Subtask	Title
I		Preliminary Design
	1	Data Collection, Analysis and Alternatives Assessment (30% Design)
	2	CEQA Compliance: Initial Study / Mitigated Negative Declaration
II	3.1	60% Design and Basis of Design Report
		Final Design and Permitting
	3.2	90% Design
	3.3	100% Design
	3.4	Final Bid Documents
	4	Final Design Field Studies and Environmental Permitting

ENGINEER will provide Phase II services for the Foothill Trunk Sewer Replacement Project as further defined herein. ENGINEER will build on analysis and utilize deliverables from Phase I services (provided to CLIENT by ENGINEER under separate Agreement) as the basis for Phase II services.

Phase II – Final Design

Task 3.2 - 90% Submittal - Improvement Plans and Technical Specifications

In general, the 90% design submittal will be a complete project package, with all design drawings, details and specifications completed in Draft format with 15% contingency Cost Estimate. The 90% design will include modifications to design based on final design field studies; permitting activities; easement procurement activities; input from District staff received during 60% review workshop; and additional engineering evaluations. In the 90% submittal, ENGINEER will incorporate both 2-dimensional plan and section drawings with 3-dimensional isometrics (if necessary) to clearly show how complex piping systems are to be constructed.

Task 3.3 - 100% Submittal – Bid Documents for Permitting Efforts

100% Bid Documents will be prepared and submitted to the CLIENT for CLIENT's use in obtaining project encroachment permits from the City of Rocklin and County of Placer (if needed) as well as other permits required to be secured in advance of Public Bid. The period between 90% and 100% should solely be dedicated to minor inter-disciplinary coordination and final QA/QC checking of all documents. Submittal will include a Cost Estimate with 10% construction contingency. Comments provided by the CLIENT at the 90% design stage and comments generated by ENGINEER's QA/QC review team will be incorporated.

Task 3.4 - Final Bid Documents

Final Bid Documents will be prepared and submitted to the CLIENT for CLIENT's use in soliciting contractor bids and constructing the project. It will include all permit documents secured between 100% and Final Bid Document Submittal and additional comments provided by the CLIENT at the 100% design stage and comments generated by ENGINEER's QA/QC review team will be incorporated. It will include a Cost Estimate with 10% construction contingency.

Task 3 Deliverables

- 90% Design Drawings, reduced on 11x17 (PDF and 3 hard copies)
- 90% Specifications and Cost Estimate (PDF and 3 hard copies)
- 100% Design Drawings, reduced on 11x17 (PDF and 3 hard copies)
- 100% Design Drawings, 100% on 22x34 (2 copies for encroachment permitting)
- 100% Specifications and Cost Estimate (PDF and 3 hard copies)
- Bid Ready Design Drawings, 50% on 11x17 (3 copies)
- Bid Ready Design Drawings, 100% on 22x34 (2 copies)
- Bid Ready Specifications and Cost Estimate (3 copies)
- Final Drawings, Specifications and Cost Estimates (PDF & source file format on flash drive)

Task 4: Final Design Field Studies and Environmental Permitting

Task 4.1 – Design-Level Geotechnical Study

CGI will complete a Design-Level Geotechnical Study to characterize conditions along preferred alignment with requirements specific to the approved construction methodologies. Production of the Design-Level Geotechnical Report will consist of the following:

- ✓ Pre-Exploration: Prior to performing exploration, we will mark exploration locations and contact Underground Service Alert (USA) to assist in identifying potential buried utility conflicts, as required by California law. In addition, CGI will obtain well drilling permits to perform exploration within Placer County. For explorations within Aguilar Road and possibly El Don Drive, an encroachment permit will be obtained from the City of Rocklin.
- ✓ Sub-Surface Exploration: CGI will perform exploration to evaluate subsurface conditions at up to four selected locations along the proposed pipeline alignment using hollow-stem auger drill holes along with limited rock coring.
 - Exploration locations during this task will be established through collaboration with WWE. It is anticipated that access to proposed exploration locations will be secured for CGI by WWE and/or SPMUD. The explorations will be advanced to depths of up to 15 feet. The drilling will be performed using a track-mounted drill rig supplied by Britton Exploration.
 - CGI personnel will log the soils and rocks exposed in the explorations using the Unified Soil Classification System (USCS). We will obtain bulk and undisturbed soil samples for visual examination, classification, and laboratory testing. Sampling will be performed at



- 2- to 5-foot depth intervals using California modified split spoon or Standard Penetration Test (SPT) samplers. We will estimate exploration locations using a compass and tape measure from geographic markers shown on alignment maps developed for the project and by using a hand-help GPS receiver.
- Traffic control may be needed for exploration within Aguilar Road and El Don Drive. It is anticipated that traffic control will not include lane closures and that cones and signage will suffice for the exploration. We have included that traffic control within our budget for this study.
- ✓ Laboratory Testing: Soil samples obtained during sub-surface exploration will be delivered to CGI's laboratory for testing. It is anticipated that the following laboratory tests will be performed during the course of this study. The actual types and number of tests that will be performed cannot be estimated until after the field exploration has been performed.
- In-Situ Moisture Density
 - Grain-Size Distribution
 - Atterberg limits
 - Maximum Density / Optimum Moisture
 - Soil Chemistry (for corrosion potential analysis)
- ✓ Geophysical Refraction Surveys: It is likely that relatively hard granodioritic rock could be encountered at shallow depths along portions or all of the pipeline alignment. This is evident by the structural design limitations (drops) within the existing buried pipeline and by geographic features such as Quarry Park, located west of the site. Under this task, CGI will complete studies necessary for estimation of the rippability of those rock materials, if encountered. Those data are important in providing an estimation of construction methods, project costs, and reduces the potential for a changed conditions claim during construction of the project. For this project, we have assumed that two to three 110-foot-long survey lines with geophones spaced at 10-foot horizontal spacing (10 channels) will be performed. We will compare the seismic velocity data obtained from the refraction survey lines to rippability charts developed by Caterpillar and provide likely equipment type necessary to excavate/rip the identified material.
- ✓ Geotechnical Analyses: Upon completion of the above-noted tasks, CGI will perform evaluations so that geotechnical recommendations can be prepared for the project. Those evaluations will include the following:
- Subsurface soil and rock profiles at the proposed alignment;
 - Geologic hazards (liquefaction, landsliding, expansive soils, fault rupture, etc.);
 - Evaluation of groundwater depths and distribution;
 - Evaluation of bedrock depths and distribution
 - Excavatability of the on-site soils and rocks;
 - Stability of temporary trench excavations;
 - Modulus of soil reaction for native soils and composite conditions (E'N & E'C);



- Passive pressures for use in thrust resistance design;
 - Static & dynamic lateral earth pressures for retention structures (such as manholes) and shoring design;
 - Allowable bearing capacities, friction coefficients, passive pressures, etc. for structures, such as manholes;
 - Anticipated differential pipeline settlement and trench backfill settlement 2013 CBC seismic design parameters; and
 - Soil chemistry evaluation for corrosion and cement type suitability.
- ✓ Geotechnical Report: Results of our field investigation, laboratory tests, and engineering analyses will be summarized and concluded in a report that will contain the following:
- A description of the proposed project including a site plan showing the approximate locations of the explorations advanced for this study;
 - A description of select, existing, available data collected, reviewed, and utilized during this study;
 - A discussion regarding geologic hazards that could impact the project alignment;
 - A description of the site surface and subsurface conditions encountered at the time of field investigation;
 - An opinion regarding temporary trench slope stability at the project site;
 - Estimates of settlement and heave that could be experienced during construction;
 - 2013 CBC seismic design parameters;
 - Recommendations related to geotechnical aspects of:
 - Site grading and drainage, including compaction criteria and potential reuse of on-site soils as select backfill materials;
 - Pipe and trench zone backfill and compaction;
 - Modulus of soil reaction for native soils, backfill soils, CLSM, and composites (E'N, E'S, E'C) for pipeline design;
 - Allowable bearing capacities for appurtenant structures;
 - Allowable passive pressures for thrust blocks and trenchless reaction forces;
 - Lateral earth pressures (active, at-rest, and passive) under static and dynamic conditions for retention structures/shoring;
 - Coefficients of friction for soil materials;
 - Soil chemistry (for corrosion) and cement type based on soil chemistry;
 - An appendix presenting a summary of the field investigation including exploration logs denoting sampling intervals and laboratory test results;
 - An appendix presenting the results of our laboratory testing;
 - An appendix presenting the results of geophysical refraction surveys.

Task 4.2 – Environmental Permitting

As part of Phase I services, WWE environmental subconsultant, North State Resources, Inc. (NSR), prepared cultural and biological resources reports and completed an initial analysis of impacts for the replacement of the existing 12-inch sewer pipeline with a new 24-inch pipeline in the City of Rocklin. As a result of the studies and analyses, it was determined that the CLIENT will be required to obtain permits to comply with the Clean Water Act (Section 401/404), Fish and Game Code (Section 1602), and City of Rocklin Tree Ordinance and will need to evaluate project impacts on federally listed species to comply with the Endangered Species Act (ESA) and on cultural resources to comply with the National Historic Preservation Act (NHPA). Because of the need for a federal permit (U.S. Army Corps of Engineers [Corps] Section 404 permit), the Corps is expected to serve as the lead agency for ESA and NHPA consultations. NSR prepared this scope of work and cost estimate to provide these additional services for the Foothill Trunk Replacement Project. WWE and NSR shall prepare the necessary permit packages for SPMUD's signature, as described below.

Permit Applications

Installation of the proposed pipeline would result in excavation and placement of dredged or fill material into portions of Aguilar Creek and adjacent wetlands. These activities will require compliance with the Clean Water Act and Fish and Game Code, and SPMUD will need to request verification of coverage under Nationwide Permit #12 (Utility Line Activities) from the Corps, apply for water quality certification from the Central Valley Regional Water Quality Control Board (Regional Water Board), and provide notification of streambed alteration to the California Department of Fish and Wildlife (CDFW).

- ✓ **Section 404 Permit (U.S. Army Corps of Engineers):** Based on the nature of the project and preliminary calculations of project impacts, the project is anticipated to qualify for coverage under Nationwide Permit #12. A pre-construction notification (PCN) will need to be prepared and submitted to the Corps because of the anticipated impacts on wetlands, the potential impacts on federally listed species, and the potential impacts on a known cultural resources site. The PCN will include the following:

- Detailed project description
- Project drawings (plan, profile, cross-section)
- Property owner information
- Quantitative estimates of fill to be placed in waters of the United States
- Discussion of impacts on wetlands, other waters, federally listed species, and cultural resources
- An impact map depicting project components that would result in discharge of dredged or fill material into waters of the United States
- Discussion of compliance with Nationwide Permit #12 general and regional conditions
- Copies of biological and cultural reports

The discussion of impacts on federally listed species will be prepared at a sufficient level of detail to allow the Corps and U.S. Fish and Wildlife Service (USFWS)/National Marine Fisheries



Service (NMFS) to consult under Section 7 of the ESA. Based on the preliminary analysis, we expect to conclude that the project may affect, but is not likely to adversely affect the California red-legged frog, valley elderberry longhorn beetle, or Central Valley steelhead. The detailed analysis will also be limited to these three species. Similarly, the discussion of impacts on cultural resources will be prepared at a sufficient level of detail to allow the Corps and State Historic Preservation Officer (SHPO) to consult under Section 106 of the NHPA. The cultural resources analysis will be based on subsequent testing and documentation, as determined necessary in coordination with the Corps (see Task below). Copies of supporting documentation for the analyses will be included with the PCN. We assume only documentation specifically described under the Task descriptions provided herein will be necessary.

Based on the temporary nature of impacts on wetlands in the project area, we assume restoration of the disturbed areas will avoid the need for additional on-site compensatory mitigation, mitigation bank credits, or payment into an in-lieu fee program. A detailed wetland mitigation plan is not included in this scope of work.

NSR will provide a copy of the PCN to CLIENT for review, address comments, and submit the final PCN to the Corps to initiate the permitting process. A request for verification of the delineation report (preliminary jurisdictional determination) will be included with the transmittal letter to the Corps, and NSR will be available to attend a meeting/field verification with the Corps if requested. NSR will also be available to respond to questions about the project and impacts and attend a meeting with the Corps, USFWS, and NMFS if requested.

- ✓ **Section 401 Water Quality Certification (Regional Water Quality Control Board):** NSR will prepare an application for water quality certification, which will include a standard application and additional supporting information (e.g., detailed project description and designs, final Initial Study/Mitigated Negative Declaration). The application will include similar information as noted above for the PCN, and a copy of the PCN will be included with the application to the Regional Water Board. SPMUD will be responsible for payment of application fees to the State Water Resources Control Board.

NSR will provide a copy of the application to CLIENT for review, address comments, and submit the final application to the Regional Water Board to initiate the permitting process. NSR will be available to respond to questions from the Board if needed. No meetings are assumed.

- ✓ **Section 1600 Streambed Alteration Agreement (California Department of Fish and Wildlife):** NSR will prepare a notification of streambed alteration, which will include a standard notification form and additional supporting information (e.g., detailed project description and designs, tree removal information, final Initial Study/Mitigated Negative Declaration, receipt of payment for CDFW filing fees). The notification will include similar information as noted above for the PCN, and a copy of the PCN will be included with the notification to CDFW. SPMUD will be responsible for payment of notification fees to CDFW.

NSR will provide a copy of the notification to CLIENT for review, address comments, and submit the final notification to CDFW to initiate the permitting process. NSR will be available to respond to questions from CDFW if needed. No meetings are assumed.



- ✓ **Arborist Study and Permit Support:** If determined to be necessary in coordination with the City of Rocklin, NSR will provide an ISA-Certified Arborist to conduct an arborist survey of the proposed pipeline alignment and work areas where trees may need to be removed and prepare a report that describes information on oak trees that would be subject to a City of Rocklin Oak Tree Removal Permit per Ordinance No. 676. The arborist will review design drawings of the proposed project and general data on tree locations provided by Water Works. Locations of trees previously recorded in the project area will be reviewed during the field survey and updated as necessary. The arborist will collect data on trees in the project area during the survey, including tree location (using a global positioning system unit), tree species, diameter at breast height, a unique tree identification number (by tagging each tree), ratings for tree health/structure (good, fair, poor), and potential for removal or other disturbance from the project. NSR will provide data on the trees in GIS format for Water Works to develop site plans showing the tree locations for the permit application.

NSR will prepare the application for tree removal and submit it to the City of Rocklin on behalf of SPMUD. The application will include information on the trees to be removed, property owner information, site plans showing the trees to be removed, and the selected mitigation option. We assume SPMUD will coordinate with the property owners to obtain signatures for the application, if necessary. Mitigation is expected to be paid via the City's mitigation fund, and a tree planting mitigation plan is not included in this scope. SPMUD will be responsible for any fees required as part of the permit application or mitigation. If requested, NSR will be available to attend a site visit with the City to assess the trees proposed for removal.

- ✓ **Cultural Resources Testing and Documentation:** During the course of the initial cultural resources investigation, a potentially significant (per National Register of Historic Places criteria) was identified in the project's Area of Potential Effects (APE). This resource, a prehistoric midden site documented as containing human remains (CA-PLA-002), was first recorded in 1949, and portions of it were again noted as recently as 2013. In order to better define the boundaries of this site and to determine if the proposed project would have any effect on intact portions of the deposit, a subsurface testing program is proposed to identify associated midden deposits, artifacts, and features. Due to the narrow configuration of the project alignment, NSR proposes to excavate a series of backhoe trenches and shovel tests along the proposed route and conduct a geoarchaeological assessment, pending Corps approval. The geoarchaeological assessment will provide information on the distribution of site materials in the APE, define the site's integrity, and determine the site's vertical extent and distribution. A subconsultant is anticipated to be needed to assist with the geoarchaeological assessment. Shovel test pits extending up to approximately 3 feet below the present-day ground surface will also be excavated, as able, within and adjacent to the presently denoted bounds of CA-PLA-002 to better define the horizontal occurrence of the site within the APE. A proposal to conduct the testing will be submitted to the Corps, as the lead federal agency, for its review and concurrence prior to conducting the work. NSR will coordinate with the Corps to finalize the testing proposal and outreach to Native American representatives to inform them of the work to be conducted. We anticipate that a Native American monitor will need to be present during the test excavations.



All field data, including shovel test pit documentation forms, scale drawings of trench profiles, and photographs will be compiled in a testing report. The report will also include a brief overview of the regional cultural setting with a particular focus on the prehistoric and ethnographic periods, a discussion of field and analysis methodologies, and recommendations for the future management and treatment of CA-PLA-002 and associated materials. A stand-alone geoarchaeological report will be attached as an appendix. If significant resources are found in the project area, NSR will coordinate with SPMUD and the Corps on specific mitigation measures or additional work that may be needed. For purposes of this scope of work, we assume the testing will be adequate to support the consultation process between the Corps and SHPO without the need for additional testing or documentation. NSR will provide an electronic copy of the draft testing report to CLIENT for review and comment. A final copy of the report incorporating any requested changes will be provided to the Corps with the PCN.

A Finding of Effect will also be prepared to describe the effects of the project on the cultural site and support the Corps consultation with the SHPO. A copy of this document will be provided to the CLIENT for review prior to submittal to the Corps with the PCN

Task 4 Deliverables

- FINAL Geotechnical Report (PDF and 1 hard copy)
- Electronic copy of PCN for review and signature by SPMUD; up to five (5) hard copies of PCN
- Electronic copy of application(s) for review and signature by SPMUD; up to three (3) hard copies of application(s)
- Electronic copy of arborist report
- Electronic copy and up to five (5) hard copies of the testing report and Finding of Effect

Project Management

Under each task and subtask, ENGINEER will monitor and track the project budget and schedule to ensure that all deadlines are met and that the project budget is not exceeded. ENGINEER will coordinate with the project team to address items such as project schedule, project budget, and current issues of concern. ENGINEER will also monitor progress and coordinate the activities being performed by all sub-consultants associated with the project, and submit monthly progress reports to the CLIENT. The following will be performed under this subtask:

- 1) Project Communication and Control
- 2) Technical Review and Quality Assurance/Quality Control

Meetings	<ul style="list-style-type: none">• Project Status Meetings (as needed, assume 4)
Deliverables	<ul style="list-style-type: none">• Monthly Progress Reports (by email)

Project Schedule

The preliminary project schedule is presented below. ENGINEER will submit to CLIENT monthly schedule updates that account for actual field investigation timelines; SPMUD reviews; and results of ongoing final design services.

Subtask	Title	Start Date	End Date
2	CEQA Compliance: IS/MND (in progress, separate Agreement)	12/15/2014	7/15/2015
	<i>Notice to Proceed Phase II (assumed)</i>		6/15/2015
Phase II			
3.2	90% Design	6/15/2015	9/15/2015
3.3	100% Design	9/15/2015	12/15/2015
3.4	Final Bid Documents and Encroachment Permitting	12/15/2015	3/15/2016
4.1	Design-Level Geotechnical Study	6/15/2015	9/15/2015
4.2	Environmental Studies, Research and Applications	7/15/2015	11/1/2015
4.2	Environmental Applications, Agency Review and Approval	11/1/2015	3/15/16
Construction Phase			
	Project Notice and Bid Period	3/15/2016	4/15/2016
	Bid Award, Contracting and NTP	4/15/2016	5/15/2016
	Mobilization and Submittals	5/15/16	6/15/16
	Pipeline Construction	6/15/16	10/15/16
	Project Closeout and Completion	10/15/16	11/30/16



Payment

Payment for Phase II (Subtasks 3.2 through 4.2) will be on a Time and Expense basis not to exceed \$182,907 without written consent from CLIENT and invoiced in accordance with the Hourly Billing Rates in the following table.

The total budget for each task will be as follows:

Subtask	Title	Budget*
3.2	90% Design	\$43,484
3.3	100% Design	\$23,304
3.4	Final Bid Documents and Encroachment Permitting	\$11,304
4.1	Design-Level Geotechnical Study	\$21,525
4.2	Environmental Permitting	\$83,290
Total Phase II		\$182,907

*A detailed fee basis work plan is provided on the following page for reference.

Billing Rates

Billing Categories		
Classification	Title	Hourly Rate
AA	Administrative	\$90
T1	Drafter	\$77
T2	Designer	\$103
T3	Senior Designer	\$125
E1	Staff Engineer	\$113
E2	Associate Engineer	\$138
E3	Project Engineer	\$155
E4	Senior Project Engineer / Project Manager	\$180
E5	Principal Engineer	\$209

Notes:

1. A markup of 5% will be applied to all project related Direct Costs and Expenses.
2. An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services.
3. These rates are effective through December 31, 2015. A 3% mark-up will be added for any services performed in 2016 and each year thereafter.

Fee Basis Work Plan

Client South Placer Municipal Utility District
 Project Foothill Trunk Sewer Replacement Project
 Phase II
 Prepared by Mike Fisher
 Date 5/8/2015

Hours and Fee

		Phase II								
		Subtask 3.2		Subtask 3.3		Subtask 3.4		Subtask 4		
		2015		2015		2015		2015		
		PS&E 90%		PS&E 100%		PS&E Final Bid Docs		Final Design Field Studies & Environmental Permitting		
		hrs	fee	hrs	fee	hrs	fee	hrs	fee	
Water Works Engineers		2015								
Classification	Title	Hourly Rate								
AA	Administrative	\$90	16	\$1,440	8	\$720	4	\$360		
T1	Drafter/Jr. Technician	\$77								
T2	Designer/Sr. Technician	\$103	12	\$1,236	12	\$1,236	8	\$824		
T3	Senior Designer	\$125								
E1	Staff Engineer	\$113	220	\$24,860	120	\$13,560	60	\$6,780	24	\$2,712
E2	Associate Engineer	\$138								
E3	Project Engineer	\$155	80	\$12,400	32	\$4,960	16	\$2,480		
E4	Senior Project Engineer	\$180	16	\$2,880	12	\$2,160	2	\$360	16	\$2,880
E5	Principal Engineer	\$209	2	\$418	2	\$418				
Expenses										
	WWE Expenses (incl'd markup)	10%		\$250		\$250		\$500		
Subconsultants										
	Geotechnical								\$20,500	
	Surveying									
	Environmental								\$73,998	
Subconsultant Markup		5%		\$0		\$0		\$0	\$4,725	
Subtask Totals			346	\$43,484	186	\$23,304	90	\$11,304	40	\$104,815

Phase II

Project Total	
Hours	Fee
662	\$182,907

SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT

To: Board of Directors

From: Joanna Belanger, Administrative Services Manager

Cc: Herb Niederberger, General Manager

Subject: SDRMA Election of Directors

Meeting Date: June 4, 2015

Background

The District has received ballot instructions from SDRMA (Special District Risk Management Authority) for their Election of the SDRMA Board of Directors. The Official Election results will be announced in late August, with candidates assuming office on January 1, 2016 for a four year term.

Recommendation

Staff does not have candidate recommendation for the Board. Included with the Resolution are the ballot and statements of qualifications from all four candidates, two of which are incumbents. The Board can select up to three candidates and then approve the Resolution to be sent to SDRMA.

Fiscal Impact

This action has no direct fiscal impact to the District.

**SOUTH PLACER MUNICIPAL UTILITY
DISTRICT RESOLUTION 15-13**

**A RESOLUTION
FOR THE ELECTION OF DIRECTORS TO THE
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY BOARD OF DIRECTORS**

WHEREAS, Special District Risk Management Authority (SDRMA) is a Joint Powers Authority formed under California Government Code Section 6500 et seq., for the purpose of providing risk management and risk financing for California special districts and other local government agencies; and

WHEREAS, SDRMA's Sixth Amended and Restated Joint Powers Agreement specifies SDRMA shall be governed by a seven member Board of Directors nominated and elected from the members who have executed the current operative agreement and are participating in a joint protection program; and

WHEREAS, SDRMA's Sixth Amended and Restated Joint Powers Agreement Article 7 Board of Directors specifies that the procedures for director elections shall be established by SDRMA's Board of Directors; and

WHEREAS, SDRMA's Board of Directors approved Policy No. 2015-01 Establishing Guidelines for Director Elections specifies director qualifications, terms of office and election requirements; and

WHEREAS, Policy No. 2015-01 specifies that member agencies desiring to participate in the balloting and election of candidates to serve on SDRMA's Board of Directors must be made by resolution adopted by the member agency's governing body.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the South Placer Municipal Utility District selects the following candidates to serve as Directors on the SDRMA Board of Directors:



**OFFICIAL 2015 ELECTION BALLOT
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY
BOARD OF DIRECTORS**

VOTE FOR ONLY THREE (3) CANDIDATES

Mark each selection directly onto the ballot, voting for no more than three (3) candidates. Each candidate may receive only one (1) vote per ballot. A ballot received with more than three (3) candidates selected will be considered invalid and not counted. All ballots must be sealed and received by mail or hand delivery in the enclosed self-addressed, stamped envelope at SDRMA on or before 5:00 p.m., Tuesday, August 25, 2015. Faxes or electronic transmissions are NOT acceptable.

- ROBERT SWAN**
Director/President, Groveland Community Services District

- ED GRAY (INCUMBENT)**
Director/President, Chino Valley Independent Fire District

- R. MICHAEL WRIGHT**
Director/President, Los Osos Community Services District

- SANDY SEIFERT-RAFFELSON (INCUMBENT)**
District Clerk, Herlong Public Utility District

ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 4th day of June 2015.

Signed: _____
John Murdock, President of the Board of Directors

Attest: _____
Joanna Belanger, Board Secretary

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate Robert Swan
District/Agency Groveland Community Services District
Work Address P.O. Box 350, Groveland, CA 95321
Work Phone 209-962-7161 Home Phone 209-962-6535

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

SDRMA's services are particularly important to the successful operation of smaller special districts, such as the one I serve. I would like to contribute what I can to ensuring that SDRMA continues to provide its vital services to its member agencies, prudently and cost-effectively.

Board oversight can be time-consuming. Due to my personal circumstances (retired, single, two hours from Sacramento), I will be able to participate regularly in Board activities.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

I have been a member of the governing Board of the Groveland Community Services District (water, sewer, fire and parks district) since June 2013. I've served as Board President since January 2014.

Since February of 2010, member of the Board of Pine Cone Performers, a community choral and drama organization.

During 1995 to 2001, I was a delegate to the Institute of Electrical and Electronics Engineers (IEEE) committees working on standards development in the area of wireless communications.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

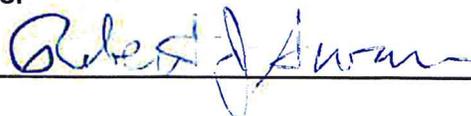
**What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)**

In my work career in the semiconductor industry, I managed business operations and organizations with annual budgets in the range of ten to twenty million dollars, so I have a good working knowledge of budgeting and accounting principles. My academic background (BS in Physics, MS in Computer Science) and work experience have given me a solid understanding of statistical modeling and economic cost-benefit analysis.

What is your overall vision for SDRMA? (Response Required)

SDRMA has a well-defined role in providing comprehensive insurance coverage to member agencies. Clearly, continuing this function is central to its future operations. I would like to see continued expansion of the educational and loss-prevention aspects of the operation, as these are the keys to improving cost-effectiveness. However, as an insurance entity, prudent financial management is of paramount importance, and functional expansion must be thoughtfully controlled.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature  Date 4-9-15

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate Ed Gray
District/Agency Chino Valley Independent Fire District
Work Address 14011 City Center Drive, Chino Hills, CA 91709
Work Phone 909 902-5260 Home Phone 909 9627-4821

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

When appointed to the Board of Directors of SDRMA in November of 2010, and my election to the Board 2012, I made a commitment to be an effective member of the SDRMA team and to work hard to ensure the continued success of the organization. As a Board member, I believe I have shown that I seek to understand issues and use common sense when making decisions. I wish to continue my service to SDRMA, as I can be a positive member of the SDRMA team and an asset to the members, Board and staff.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

I currently serve on the Board of Directors of the SDRMA and serve as Secretary. I have been an elected Director of the Chino Valley Independent Fire District since 2004. During my tenure, I have served multiple terms as President and Vice-President, and as a member of our Finance, Planning, and Personnel Committees. I have served as Liaison to the City Councils of Chino and Chino Hills and to the San Bernardino County Board of Supervisors. I am also the District's representative and current Chairman of the Citizens Advisory Committee for the California Institution for Men in Chino. I am a member of the Chino Valley Lions Club. I also serve on the Governing Board of the Green Valley Lake Mutual Water Company.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

**What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)**

After serving in the US Army, I enjoyed a lengthy career in law enforcement retiring in 2004 as a Police Lieutenant. I learned early in my career, that to be an effective individual and leader, it was important to actively listen to people; to seek understanding of all sides of an issue; and make decisions based on common sense and "rightness".

My experience as an elected official has broadened my knowledge and reinforced my belief that decisions must be made based on what is right, and not on what is a personal preference.

What is your overall vision for SDRMA? (Response Required)

I see SDRMA as continuing its journey as a successful, effective and efficient service provider through innovation, right thinking and conservative business strategies. I can visualize the organization exploring other avenues of financial endeavors that will benefit our customers.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature  Date 3-30-2015

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – **no attachments will be accepted**. No statements are endorsed by SDRMA.

Nominee/Candidate R MICHAEL WRIGHT
District/Agency LOS OSOS COMMUNITY SERVICES DISTRICT
Work Address 2122 9th STREET, LOS OSOS CA 93402
Work Phone 805-528-9370 Home Phone 805-234-4513

Why do you want to serve on the SDRMA Board of Directors? **(Response Required)**

WITH 38 YEARS EXPERIENCE IN THE INSURANCE FIELD, I BELIEVE I HOLD THE SKILL SET THAT WILL BENEFIT THE OPERATIONS OF THE SDRMA. I HAVE OWNED AND OPERATED MY OWN INSURANCE AGENCY SUCCESSFULLY AND HAVE SOLD AND SERVICED ALL LINE OF INSURANCE INCLUDING COMMERCIAL AND WORK COMP.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) **(Response Required)**

I AM CURRENTLY THE PRESIDENT OF THE LOS OSOS CSD. I WAS VICE PRESIDENT THE YEAR BEFORE. BEFORE I WAS ON THE COCSO BOARD, I WAS A MEMBER OF THE LOS OSOS CSD EMERGENCY SERVICES COMMITTEE FOR SIX YEARS.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)

LICENSED PROPERTY CASUALTY INSURANCE AGENT
SINCE 1977. OVER 730 HOURS OF INSURANCE
CONTINUING EDUCATION
I ALSO HOLD A 6 AND 63 SECURITIES LICENSE.

What is your overall vision for SDRMA? (Response Required)

THE OVERALL VISION OF THE SDRMA IS TO
PROVIDE THE BEST POSSIBLE COVERAGE AND SERVICE
TO ITS MEMBERS AND TO ADD EDUCATE THEIR MEMBERS
TO ALERT THEM TO COST EFFECTIVE SAFETY PROGRAMS
TO SAFE GUARD THEIR EMPLOYEES HEALTH AND WELFARE.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature R. Michael Wright Date April 20, 2015

**Special District Risk Management Authority
Board of Directors
Candidates' State of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA

Nominee/Candidate: Sandy Seifert-Raffelson
District/Agency: Herlong Public Utility District
Work Address: 447-855 Plumas St, P O Box 515, Herlong CA 96113
Work Phone: (530) 827-3150 Home Phone: (530) 254-0234

Why do you want to serve on the SDRMA Board of Directors?

I am a current Board member of SDRMA and feel that I have added my financial background to make better informed decisions for our members. As a Board member, I have learned a lot about insurance issues and look forward to representing small District's and Northern California as a voice on the SDRMA Board. I feel I am an asset to the Board with my degree in business and my 29 years' experience in accounting and auditing. I have audited small districts and know what they need and what they can afford.

I understand the challenges that small District face every day when it comes to managing liability insurance and worker's compensation for a few employees with limited revenues and staff. My education and experience gives me an appreciation of the importance of risk management services and programs, especially for smaller district's that lack expertise with insurance issues on a daily basis.

I feel I am an asset to this Board and would love a chance to stay on the Board for 4 more years.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization)

I have worked as the District Clerk for the Herlong PUD for the last 7 years. Before that, I served as the Secretary to the Board of Herlong Utilities, Inc. and Office Administrator. I worked directly with the formation of our District which included working for 2 separate Board's of Directors and the transfer of assets from a public benefit corporation to a special district. As part of the team that worked to form the District I was directly involved with LAFCo, Lassen County Board of Supervisors and County Clerk to establish the District's initial Board of Directors as well as the transfer of multiple permits and closure procedures from multiple agencies for the seamless transition of our District operations. I closed out the Corporation books and established the books for the District transitioning to fund accounting. I have also administered the financial portion of a large capital improvement project with USDA as well as worked on the first ever successful water utility privatization project with the US Army and Department of Defense. I am currently working on HPUD's 2nd loan/grant for 4.8 million with USDA to improve the community's sewer system. I also am the primary administrator of a federal contract for utility services with the Federal Bureau of Prison.

While on the SDRMA Board, I have served on the nomination committee and SRLF Board. I have enjoyed learning and completing my duties on both boards and feel I have been an asset to both. I have served on CSDA's Audit and Financial Committee's for the last 2 years. In the last 20 years I have served on several Boards including school, church, 4-H, County and U.C. Davis.

**Special District Risk Management Authority
Board of Directors
Candidates' State of Qualifications**

What special skills, talents, or experience (including volunteer experience) do you have?

I have my Bachelors Degree in Business with a minor in Sociology. I have audited Small Districts for 5 years, worked for a Small District for 10 years and have 25 years of accounting experience. I am a good communicator and organizer. I have served on several Boards and feel I work well within groups or special committees. I am willing to go that extra mile to see things get completed.

I believe in recognition for jobs well done. I encourage Incentive programs that get members motivated to participate and strive to do their very best to keep all losses at a minium and reward those with no losses.

I have completed my Certificate for Special District Board Secretary/Clerk Program in both regular and advance coursework through CSDA and co-sponsored by SDRMA. I have completed the CSDA Special District Leadership Academy and Special District Governance Academy. I have helped my small District obtain their District of Transparency and currently we are working on the District of Distinction.

I work for a District in Northeastern California that has under gone major changes from a Cooperative Company to a 501c12 Corporation, to finally a Public Utility District. I have worked with LAFCo to become a District. Also my District is currently working on a consolidation through LAFCo with another small District to better serve our small community. Through past experience I feel I make a great Board member representing the small districts of Northern California and their unique issues and will make decisions that would help all rural/small districts.

What is your overall vision for SDRMA?

For SDRMA to be at the top of the risk management field and have all of the Special Districts in the State utilizing their quality insurance and support at a price all California Special Districts can afford.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature:  Date: 4/2/15

SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT

To: Board of Directors

From: Joanna Belanger, Administrative Services Manager

Cc: Herb Niederberger, General Manager

Subject: Public Hearing for Delinquent Service Charges Tax Year 2014

Meeting Date: June 4, 2015

Recommendation

In June of each year all customer accounts are reviewed to determine any delinquent service charges that remain outstanding for the previous calendar year. Customers are notified by mail if they have any delinquent charges. The notification advises of the date to pay these charges, along with a legal notice of the authority under which the District may request for the County of Placer to collect delinquent charges on the County Tax rolls.

Payments are accepted to avoid the assignment to the tax rolls up to the completion of the public hearing which is held at the June Board meeting each year.

Information

The Notice of the June 4, 2015 Public Hearing regarding transfer of delinquent service charges to the Placer County tax roll has been published in the Placer Herald newspaper for two consecutive weeks. A Public Hearing should be held to hear testimony and allow the board to make any adjustments to assigned accounts.

Fiscal Impact

Over the past few years the amount assigned to the Property Taxes for collections is as follows:

Calendar Year 2013	\$223,130
Calendar Year 2012	\$233,260
Calendar Year 2011	\$237,765

At print for the Agenda packet there are 1321 outstanding accounts in the amount of \$335,990. Staff will provide updated numbers for outstanding accounts and the amount to be assigned to the County at the Board meeting.

Strategic Plan Goals

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.3: Build Business efficiencies

Goal 5.2: Explore and evaluate investment and business practice alternatives

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
RESOLUTION 15-14**

**A RESOLUTION
REQUESTING THAT PLACER COUNTY COLLECT
DELINQUENT SERVICE CHARGES FOR SOUTH PLACER MUNICIPAL
UTILITY DISTRICT ON THE PLACER COUNTY TAX ROLLS FOR TAX YEAR 2014**

WHEREAS, The South Placer Municipal Utility District (hereinafter "District") requests the County of Placer collect on the County tax rolls certain charges which have been imposed pursuant to Section 12811 of the Public Utilities Code and Sections 5473 and 5473(a) of the Health and Safety Code, attached hereto, and

WHEREAS, The County has required as a condition of the collection of said charges that the District warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof,

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

- (a) The Auditor-Controller of Placer County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.
- (b) The District warrants and represents that the taxes, assessments, fees and/or charges imposed by the District and being requested to be collected by Placer County comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218).
- (c) The District releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County on the property tax roll of any taxes, assessments, fees and/or charges on behalf of District.
- (d) In consideration for the County's collection of the charge through the County's property tax roll, the District agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities,

costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of District's said taxes, assessments, fees and/or charges requested to be collected by County for District, or in any manner arising out of District's establishment and imposition of said taxes, assessments, fees and/or charges. District agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of District's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of District, including property taxes.

(e) The District agrees that its officers, agents and employees will cooperate with the County by responding to all inquiries referred to District by County from any person concerning the District's taxes, assessments, fees and/or charges, and that District will not refer such persons to County officers and employees for response.

(f) The District agrees to pay the County for the reasonable and ordinary charges to recoup its costs of placement and collection on the tax rolls at the agreed upon rate of 1% of the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 4th day of June 2015.

Signed: _____
John Murdock, President of the Board of Directors

Attest: _____
Joanna Belanger, Board Secretary

ATTACHMENT A

Section 12811 of the Public Utilities Code

The board may provide for the collection of fees, tolls, rates, rentals, or other charges in any lawful manner and may provide for collection by action at law, and all remedies for the collection and enforcement thereof are cumulative and may be pursued alternatively or consecutively as the board determines. In addition to the amount of the fees, tolls, rates, rentals, or other charges, the board may provide for a penalty of not more than 10 percent or interest at the prevailing prime interest rate, but not to exceed 112 percent per month, or both, in the event of nonpayment within the time and in the manner prescribed by the board, and may provide for collection of the penalty and interest.

Sections 5473 and 5473(a) of the Health and Safety Code

5473. Any entity which has adopted an ordinance pursuant to this article or an order pursuant to Section 6520.5 may, by such ordinance or by separate ordinances or resolutions approved by a two-thirds vote of the members of the legislative body thereof, elect to have such charges collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, its general taxes. In such event, it shall cause a written report to be prepared each year and filed with the clerk, which shall contain a description of each parcel of real property receiving such services and facilities and the amount of the charge for each parcel for the year, computed in conformity with the charges prescribed by the ordinance or resolution.

Any ordinance or resolution adopted pursuant to this section authorizing the collection of charges on the tax roll shall remain in effect for the time specified in the ordinance or resolution or, if no time is specified in the ordinance or resolution, until repealed or until a change is made in the rates charged by the entity.

The powers authorized by this section shall be alternative to all other powers of any entity, and alternative to other procedures adopted by the legislative body thereof for the collection of such charges. The real property may be described by reference to maps prepared in accordance with Section 327, Revenue and Taxation Code, and on file in the office of the county assessor or by reference to plats or maps on file in the office of the clerk.

5473a. Any entity may make the election specified in Section 5473 with respect only to delinquent charges and may do so by preparing and filing the written report, giving notice and holding the hearing therein required only as to such delinquencies.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

STAFF REPORT

To: Board of Directors

From: Eric Nielsen, District Engineer

Cc: Herb Niederberger, General Manager

Subject: Adoption of Resolutions 15-15 & 15-16 for Associate Engineer and College Intern Job Positions

Meeting Date: June 4, 2015

Overview

The District's Technical Services Department activities necessitate internal professional engineering level services for the preparation and review of engineering designs, preliminary engineering of project alternatives, and hydraulic analysis of the collection system. To meet these needs, staff recommends that an Associate Engineer position be created.

The District desires to develop an internship program that supports community based intern programs and develop future talent that facilitates succession planning for the District. The College Intern job position will allow the District to pursue this goal.

Recommendation

Staff recommends that the Board of Directors:

- Adopt Resolution 15-15 to create one Associate Engineer position.
- Adopt Resolution 15-16 to create one College Intern position.

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

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

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

Goal 6.1.B: Establish community based internship program.

Fiscal Impact

The Associate Engineer position will require approximately an additional \$18,700 in salary per year over the top step of the Engineering Technician II range to the top step of the Associate Engineer range.

The College Intern position will require approximately \$6,500 to \$17,500 per year depending on the level of the intern and the length of employment.

Attachments:

1. Resolution 15-15 – Resolution for the Creation of one Associate Engineer Position
2. Resolution 15-16 – Resolution for the Creation of one College Intern Position

ITEM VI.6

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO: 15-15

RESOLUTION FOR THE CREATION OF ONE ASSOCIATE ENGINEER POSITION

WHEREAS, Section 11886 of the Public Utilities Code vests in the Board of Directors the power to determine and create or abolish such number and character of positions as necessary to properly carry on the functions of the District and shall establish an appropriate salary, salary range or wage for each position so created, and

WHEREAS, Section 11937 of said Code vests in the General Manager the power to administer the Civil Service System of the District, and to appoint to the positions created by the Board, and

WHEREAS, the provisions of this resolution comply in all respects with the provisions of the South Placer Municipal Utility District Employees Personnel Manual.

NOW, THEREFORE BE IT RESOLVED, that

- a) the South Placer Municipal Utility District creates an Associate Engineer position at Range 53 on the District Salary Schedule; the job description is attached, marked "Exhibit A" and incorporated herein by reference, and
- b) the District Organization Chart will reflect these changes.

Resolution adopted at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at 5807 Springview Drive, Rocklin, CA this 4th day of June, 2015.

Signed: _____

John R. Murdock, President of the Board of Directors

Attest: _____

Joanna Belanger, Board Secretary

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

Job Title: Associate Engineer	Job Code: AE
Department: Technical Services	Job Grade: NA
Revision Date: 05/29/15	Fair Labor Standards Act: Non-Exempt
Wage Range: 53	

POSITION DESCRIPTION

Under general direction, perform and participate in professional and technical advanced journey level civil engineering activities of a complex nature relative to assigned area(s) of responsibility; incumbents may oversee, monitor, and/or direct the work of subordinate personnel; coordinates assigned activities with other departments and outside agencies; and provides administrative support to the District Engineer.

REQUIRED EDUCATION/EXPERIENCE

Minimum requirements are: a four year degree from an accredited college or university in civil engineering or a closely related field; five (5) years of full-time, increasingly responsible professional civil engineering experience preferably with demonstrated experience in sewer collection systems-related work or comparable work experience in related engineering or construction fields.

REQUIRED LICENSES

Minimum requirements are: Possession of a valid California Certificate of Registration as a Professional Civil Engineer; California Driver License, Class C; Possession of a California Water Environment Association (CWEA) Certification in Collection System Maintenance at the Grade II level or be able to obtain within 24 months. Other sub-professional technical certifications are highly desirable.

SPECIFIC KNOWLEDGE AND ABILITIES

Knowledge of:

- Principles and practices of civil engineering functions;
- Practical applications of sanitary sewer technology, improvement plan design practices, and flow hydraulics of sewer systems;
- Principles for the operation, maintenance, construction, inspection and repair of sanitary sewer systems;
- Knowledge of methods and techniques of contract negotiations and administration;

- Office procedures;
- Codes, laws, regulations, references and materials used by the industry, construction methods and terminology, and safe work practices as defined by Cal-OSHA;
- Common word processing, spreadsheet, and database software;
- English use, spelling, grammar, and punctuation.

Ability to:

- Communicate effectively both orally and in writing to the Board, management, other public agencies, engineering firms, contractors, and the public;
- Respond to common inquires or complaints from customers, regulatory agencies, or members of the business community;
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals;
- Perform mathematical principles as applied to civil engineering work, collection systems and surveyor stationing data;
- Prepare oral, written, and computerized engineering studies and reports;
- Develop, review and modify engineering and construction drawings, plans and specifications for accuracy, suitability, and completeness;
- Direct outside contractors in regard to District requirements for sewer construction;
- Keep accurate records, both by log entries and computer entry;
- Plan, organize, direct and coordinate the work of subordinate staff;
- Interpret and apply applicable federal, state and local policies, laws, and regulations, provide technical information and instruct architects, engineers, contractors, and owners regarding building, design, regulations and application of code requirements;
- Assist in the preparation and implementation of the capital improvement plan and budget.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein 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 job functions.

Specific Physical Requirements to Perform Duties:

- Ability to drive several hours per week to: 1) pick up documents at other agencies; 2) attend meetings at other public agencies; 3) make trips to construction sites;
- Ability to spend long periods of time using a computer terminal;
- Ability to walk, carrying surveying equipment for field work;
- Ability to sit for long periods;
- Ability to lift items occasionally up to 25 pounds in weight.
- Ability to occasionally work outside in the summer and winter, working on rough, uneven and slippery surfaces, occasionally working around machinery with moving parts or stationary equipment with exposure to noise.
- Ability to occasionally work below ground in confined spaces.

Ability to Successfully Pass Medical Examination Based on:

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

PROBATIONARY PERIOD: Twelve (12) months.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO: 15-16

RESOLUTION FOR THE CREATION OF ONE COLLEGE INTERN POSITION

WHEREAS, Section 11886 of the Public Utilities Code vests in the Board of Directors the power to determine and create or abolish such number and character of positions as necessary to properly carry on the functions of the District and shall establish an appropriate salary, salary range or wage for each position so created, and

WHEREAS, Section 11937 of said Code vests in the General Manager the power to administer the Civil Service System of the District, and to appoint to the positions created by the Board, and

WHEREAS, (3) the provisions of this resolution comply in all respects with the provisions of the South Placer Municipal Utility District Employees Personnel Manual.

NOW, THEREFORE BE IT RESOLVED, that:

- a) the South Placer Municipal Utility District creates a College Intern position at Range 9, 15, or 21 on the District Salary Schedule depending on level of education and experience; the job description is attached, marked "Exhibit A" and incorporated herein by reference, and
- b) the District Organization Chart will reflect these changes.

Resolution adopted at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at 5807 Springview Drive, Rocklin, CA this 4th day of June, 2015.

Signed: _____

John R. Murdock, President of the Board of Directors

Attest: _____

Joanna Belanger, Board Secretary

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

Job Title: College Intern I/II/III	Job Code: CI
Department: Administrative Services	Job Grade: NA
Revision Date: 04/03/15	Fair Labor Standards Act: Non-Exempt
Wage Range: Level I - \$12.53 to \$15.22 Level II - \$14.53 to \$17.66 Level III - \$16.85 to \$20.48	
Maximum Hours: 20 hours per week	

Position Overview

To perform a variety of administrative, technical and general support staff duties for an assigned department or division. This is a temporary part-time, training classification in which students with current enrollment in college with course work related to the area assigned can gain experience in assisting District staff in the performance of professional administrative or technical duties.

A College Intern I has no experience in and works under direct supervision typically in an operating department on general administrative duties or specific projects.

A College Intern II has little or no experience and works under direct supervision, usually in an operating department on general administrative duties or specific projects.

A College Intern III has knowledge and/or experience in general public administration or assigned area, is able to work under general supervision and has wider responsibilities, more difficult duties and a wider variety of tasks than a College Intern II.

Supervision received and exercised

Receives general supervision from higher level staff as assigned.

Essential Job Functions - Duties may include, but are not limited to, the following:

- Collect, summarize and analyze information and statistics on existing programs and services.
- Participate in organizational and procedural studies and the preparation of reports and manuals.
- Maintain applicable records and files, as assigned.
- Conduct surveys and perform research and statistical analyses regarding municipal policies, procedures and services.
- Participate in the design of forms and the implementation of systems. Perform related work as required.

College Intern I/II/III

- Learn and use various types of software to perform assigned tasks.
- Types correspondence, reports, memos, forms, specifications, and related material from rough drafts, corrected copy, organizes and sets up material to produce finished format; proofreads typed work.
- Receives and screens visitors and telephone calls, refers inquiries as appropriate; may provide factual information to the public or other District personnel; may make appointments, and dispatch service requests.
- Provide clerical support to assigned programs and departments.
- Classifies, indexes, files, logs, and locates a variety of materials according to established filing systems; sets up new files and removes outdated materials in files as necessary; maintains procedure, policy and other manuals.
- Work under the responsible charge of an engineer to perform calculations and prepare documents and reports.

Minimum Qualifications

Knowledge of:

- Principles and practices of public administration.
- Principles of business and organizational structure.
- Effective methods of making oral and written reports and presentations.
- Research techniques, methods and procedures.

Ability to:

- Communicate effectively, orally and in writing.
- Work cooperatively and effectively with co-workers, other departments, outside agencies, elected officials and the general public.
- Interpret and apply policies, laws and rules; learn and apply pertinent federal, state and local law codes and regulations.
- Exhibit proficiency in use of modern office methods and enter and revise information on computer databases.
- Demonstrate proficiency in computer word processing; type at a speed necessary to successfully perform duties.
- Compile and maintain complex and extensive records to include statistical records.
- On a continuous basis, learn and understand all aspects of the job and department procedures; sit at desk or in meetings for long periods of time; review work papers and reports; identify and interpret technical and numerical information.
- On a continuous basis, twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone and operate a variety of office equipment; use personal computer.

College Intern I/II/III

Education/Experience:

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and skills would be:

College Intern I:

Experience: None required

Education:

Equivalent to the completion the twelfth (12th) grade. Documented intent to enroll or current enrollment in college and continuing progress towards a Bachelor's degree from an accredited college or university in Public Administration, Business Administration, Engineering, Natural Sciences or a field related to area of assignment.

College Intern II:

Experience: None required

Education:

One year of college and continuing progress (current enrollment) towards a Bachelor's degree from an accredited college or university in Public Administration, Business Administration, Engineering, Natural Sciences or a field related to area of assignment.

College Intern III:

Experience: Two years as an Intern at SPMUD, and at least six months of analytical/research related duties or duties related to assigned area.

Education:

Two years of college and continuing progress (current enrollment) towards a Bachelor's degree from an accredited college or university in Public Administration, Business Administration, Engineering, Natural Sciences or a field related to area of assignment.

License or Certificate: Possession of, or ability to obtain, a valid California driver's license.

Physical Demands:

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.

While performing the duties of this job, the employee is regularly required to use hands, finger,

College Intern I/II/III

handle or feel and talk and hear. The employee is frequently required to stand, walk, reach with hands and arms, stoop, kneel, crouch or crawl. The employee is required to sit at a computer workstation for extended periods of time and occasionally climb a flight of stairs. The employee must be able to lift and or move up to 40 lbs. of computer and copy paper frequently.

NOTE: 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.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

STAFF REPORT

To: Board of Directors

From: Herb Niederberger, General Manager

Cc: Sam Rose, Superintendent
Eric Nielsen, District Engineer
Joanna Belanger, Administrative Services Manager

Subject: Fiscal Year 2015/16 Budget Workshop

Meeting Date: June 4, 2015

Overview

For each forthcoming fiscal year, the South Placer Municipal Utility District adopts an annual budget that provides the Board of Directors with the upcoming fiscal year revenues and expenses for the General and Capital Funds. The Budget's primary use is as a fiscal planning tool to accomplish the District's strategic goals and objectives. This staff report along with the information conveyed during the staff presentation and accompanying workshop will provide the background for the Fiscal Year 2015/16 Budget

Strategic Plan Goals

The FY 2015/16 Budget continues to support the Key Areas of Focus & Desired Outcomes; Goals & Key Performance Indicators of the Strategic Plan Goal.

Fiscal Impact

The total budget recommendation for FY 2015/16 is \$15.25 Million which can be broken down to \$11.25 Million in Annual Expenses and \$4 Million in Capital Investment. This represents an increase of approximately \$0.75million (5.2%) over FY 2014/15.

Discussion

Revenues Changes from FY2014/15 to 2015/16: Participation Fee Revenue was moved from Operating Revenues and now shows up as annual revenue to the Capital Fund. Property Taxes moved from Non-Operating Revenue to Operating Revenue. Interest revenue is now allocated to General Fund and Capital Fund. Account growth anticipates approximately 500 EDUs being added with revenue growing proportionally. This new growth follows the same anticipated growth proposed in the System Evaluation and Capacity Assurance Plan (SECAP) accepted by the Board of Directors in April 2015.

As shown in Exhibit A, FY 2015/16 General Fund revenues are projected to be \$11.57 Million (79% of total), and Capital Fund revenue is projected to be \$3.12 Million (21% of total).

ITEM VI.7

Expenses - Changes from FY2014/15 to 2015/16: In accordance with the District's Capital Assets Policy, only those items/projects over \$5000 will be shown as Capital projects. Items less than \$5000 are now identified as annual expenses to the General Fund. Staff is proposing elimination of the transfer of South Placer Wastewater Authority rehabilitation and replacement charges from General Fund to the Capital Fund. These SPWA R&R will now be included as an annual expense to General Fund.

As shown in Exhibit B, FY 2015/16 General Fund expenses are projected to be \$11.12 Million, up approximately \$20,000 (0.17%) over the previous year.

Capital Projects - Changes from FY2014/15 to 2015/16: Capital Replacements & Rehabilitation projects and Capital Improvements & Enlargement projects are now accounted for separately from other General Fund Capital Projects. This ties these projects to the fund centers that support them: Capital Replacements & Rehabilitation projects are supported by the accumulated depreciation that has been transferred annually to the Capital Fund; Capital Improvements & Enlargement projects are supported by funds collected through the Sewer Participation Fee; and General Fund Capital Projects are funded by sewer charges collected annually from the customers.

As shown in Exhibit C & D, FY 2015/16 Capital Projects are projected to be approximately \$4 Million. This can be broken down into the following categories: R&R - \$968,500; CIP – \$2,360,000; GF - \$672,600.

Fund Balances - Changes from FY2014/15 to 2015/16: In prior years, the year end fund balance was consolidated into one total. For 2015/16, staff is proposing allocation of these fund balances in accordance with the source of funds, i.e. General Fund Balance, Accumulated Depreciation Reserve and Capital Fund Balance. For FY2015/16 year end balances are projected to be \$14.4 Million in the General Fund (31%), \$19.2 Million in Accumulated Depreciation Reserve (41%) and \$13.4 Million in the Capital Fund Reserve (28%).

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
REVENUE BUDGET FY 15/16**

EXHIBIT A

GENERAL FUND	AUDITED FINANCIALS		PROJECTED	PROPOSED
	FISCAL YR 12/13	FISCAL YR 13/14	FISCAL YR 14/15	FISCAL YR 15/16
SEWER SERVICE CHARGES REVENUES	\$ 10,260,093	\$ 10,202,898	\$ 10,375,000	\$ 10,554,000
PERMITS, PLAN CHECK FEES & INSPECTIONS	\$ 132,774	\$ 538,228	\$ 234,200	\$ 260,000
PROPERTY TAXES	\$ 610,400	\$ 893,954	\$ 698,768	\$ 700,000
INTEREST	\$ 73,066	\$ 64,757	\$ 31,000	\$ 33,500
GAIN ON SALE FIXED ASSET DISPOSAL	\$ 4,039		\$ 1,570	\$ 2,000
OTHER REVENUES	\$ 12,271	\$ 14,544	\$ 17,000	\$ 18,000
TOTAL GENERAL FUND	\$ 11,092,643	\$ 11,714,381	\$ 11,357,538	\$ 11,567,500
CAPITAL OUTLAY FUND				
SEWER PARTICIPATION FEES	\$ 680,755	\$ 1,005,529	\$ 1,074,550	\$ 1,150,000
INTEREST	\$ 522,254	\$ 480,439	\$ 279,000	\$ 301,500
LOAN REPAYMENT NSD PRSC	\$	\$ 357,240	\$ 193,054	\$ 194,000
DEPRECIATION TRANSFER FROM GENERAL FUND	\$ 1,022,054	\$ 1,088,844	\$ 1,180,000	\$ 1,350,600
INTEREST FROM LOAN REPAYMENT NSD PRSC	\$	\$ 128,417	\$ 125,412	\$ 126,000
TOTAL CAPITAL OUTLAY FUND	\$ 2,225,063	\$ 3,060,469	\$ 2,852,016	\$ 3,122,100
TOTAL FY2015/16 SPMUD REVENUE	\$13,317,706	\$14,774,850	\$14,209,554	\$14,689,600

**South Placer Municipal Utility District
General Fund Expense Budget FY15/16**

GENERAL FUND EXPENSES	FISCAL YR 12/13	FISCAL YR 13/14	FISCAL YR 14/15	FISCAL YR 15/16
Sub Total Salaries & Benefits	\$ 2,629,031	\$ 2,731,392	\$ 2,838,610	\$ 2,812,000
Sub Total SPMUD General Fund Expenses	\$ 820,444	\$ 877,313	\$ 1,028,980	\$ 1,063,600
Sub Total SPWA O&M & R&R Expenses	\$ 4,066,587	\$ 4,608,263	\$ 6,055,684	\$ 5,895,412
Total Operations Expense before Depreciation	\$ 7,516,062	\$ 8,216,968	\$ 9,923,274	\$ 9,771,012
Depreciation expense	\$ 1,022,054	\$ 1,088,844	\$ 1,180,000	\$ 1,350,600
TOTAL GENERAL FUND EXPENDITURES	\$ 8,538,116	\$ 9,305,812	\$ 11,103,274	\$ 11,121,612
TOTAL GENERAL FUND REVENUE LESS EXPENSES	\$ 2,554,527	\$ 2,408,569	\$ 254,264	\$ 445,888
TOTAL GENERAL FUND CAPITAL IMPROVEMENTS	\$ 25,445	\$ 31,330	\$ 497,195	\$ 672,600
NET ANNUAL GENERAL FUND	\$ 2,529,082	\$ 2,377,239	\$ (242,931)	\$ (226,712)

**South Placer Municipal Utility District
Capital Expenditure Budget FY15/16**

CAPITAL IMPROVEMENTS	PROPOSED	
	FISCAL YR 15/16	
BOARD ROOM AUDIO/VISUAL SYSTEMS	\$	5,000
BOARD ROOM FURNITURE	\$	6,500
BYPASS EQUIPMENT	\$	77,000
CORP YARD BATHROOM RENOVATION	\$	7,500
CORP YARD STORAGE ENCLOSURE UPGRADE	\$	26,000
CORP YARD VEHICLE WASH FACILITY UPGRADES	\$	5,500
CORP YARD/HQ SMART T.V. SCREENS	\$	7,500
CY & HQ FIRE/BLDG ACCESS CTRL/HQ LOBBY/CAMERA SECURITY	\$	60,000
DATA ACQUISITION LUCITY	\$	60,000
DISTRICT PARTICIPATION IN REGIONAL PROJECTS	\$	200,000
EASEMENT ROADWAY REPLACEMENTS	\$	35,000
FOOTHILL TRUNK PROJECT CONSTRUCTION	\$	1,640,000
FOOTHILL TRUNK PROJECT DESIGN	\$	230,000
GPS SURVEY UNIT	\$	15,000
HANDS FREE COMMUNICATION	\$	6,500
HRF PRE DESIGN	\$	100,000
HYDRO CLEANING NOZZLE CHAIN FLAIL	\$	7,800
HYDRO VAC EXCAVATION KIT	\$	6,800
LOWER LOOMIS DIVERSION SEWER FINAL DESIGN & R.O.W.	\$	490,000
PORTABLE FLOW RECORDER REPLACEMENT	\$	40,000
REMITTANCE PROCESSOR/SOFTWARE UPGRADES TYLER	\$	10,000
SOLAR UPGRADES	\$	400,000
SYSTEM REHABILITATION	\$	440,000
VEHICLE REPLACEMENT (x2)	\$	125,000
Total Capital Improvements	\$	4,001,100

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

CAPITAL INVESTMENTS FY 15/16

SOUTH PLACER MUNICIPAL UTILITY DISTRICT CAPITAL INVESTMENTS FY 15/16				
	AUDITED FINANCIALS		PROJECTED	PROPOSED
	FISCAL YR 12/13	FISCAL YR 13/14	FISCAL YR 14/15	FISCAL YR 15/16
CIP	\$ 1,800,000	\$ 593,000	\$ 458,000	\$ 2,360,000
R&R	\$269,248	\$1,039,575	\$1,131,937	\$968,500
CAPITAL OUTLAY FUND EXPENDITURE	\$ 2,069,248	\$ 1,632,575	\$ 1,589,937	\$ 3,328,500
TOTAL GENERAL FUND CAPITAL IMPROVEMENTS	\$25,445	\$31,330	\$497,195	\$672,600
TOTAL CAPITAL INVESTMENT	\$ 2,094,693	\$ 1,663,905	\$ 2,087,132	\$ 4,001,100

ITEM VII.2 GENERAL MANAGER REPORT

To: Board of Directors
From: Herb Niederberger, GM
Date: June 4, 2015
Subject: General Manager Monthly Staff Report – May 2015

1) DEPARTMENT REPORTS

Attached are the monthly status reports for the Boards information:

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

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

2) INFORMATION ITEMS

- A. On May 6, 2015, Director Mitchell and the General Manager attended the Rocklin Chamber of Commerce Government Relations Committee during which Economic Development within the City of Rocklin was discussed.
- B. On May 11, 2015, the Administrative Services Manager, Joanna Belanger, and I conferenced with the District Accountant to go over account reconciliation necessary for FY 2015/16 Budget preparation as well as research for the pending 5-year Financial Plan.
- C. On May 20, 2015, the General Manager met with the District Legal Counsel to discuss District legal needs. Among some of the items that were discussed:
 - i. General Easement language
 - ii. Transfer of sewer easements to SPWA
 - iii. Foothill Trunk IS/MND
 - iv. SPWA cost allocation – O&M vs. Capital
 - v. Godfrey Update
 - vi. Board Briefing
- D. Advisory Committee Meetings:
 - i. The Policy and Ordinance Review Committee - Director Mitchell and Director Markey, met on May 13, 2015, to finalize Chapters 1, 2, 4 and 5 of the proposed District Manual of Policies in preparation for the up-coming District Policy workshop.
 - ii. The Fee and Finance Committee – Directors Williams and Dickinson, met with staff on May 27, 2015, to receive an overview of the FY 2015/16 District Budget.
 - iii. Loomis 2x2 - There was no meeting of the Loomis 2x2 committee during the month of May.

No other committee meetings were held during May 2015

3) **LONG RANGE AGENDA**

July 2015

FY 2015/16 Budget Adoption
Credit - Reimbursement Ord. – 1st Reading
Participation Fee Ord. – 1st Reading
High Risk Facilities
Foothill Trunk Design Contract

August 2015

District Policies Workshop (Sandwiches)
Credit – Reimbursement Ord. – 2nd Reading
Participation Fee Ord. – 2nd Reading

September 2015

District Policies Adoption
Strategic Plan Annual Report

October 2015

FY 2014/15 Audit Report

ITEM VII. FSD REPORT

To: Board of Directors
From: Sam Rose, Assistant Superintendent
Cc: Herb Niederberger, General Manager
Subject: Field Services Department Monthly Report
Meeting Date: June 4, 2015

Overview

This report provides the Board with an overview of Field Services operations since the last Board meeting. The work listed is not all inclusive.

1. Recordable Accidents/Injuries (OSHA 300)

- a. None to Report (1048 Days since last Recordable Illness/Injury)

2. Service Calls / Sanitary Sewer Overflows (SSOs)

- a. Service Calls
 - i. Eight (8)
 - 1. 8 Customer's Responsibility
 - 2. 0 SPMUD Responsibility
- b. Sanitary Sewer Overflows (SSOs)
 - i. Zero (0) (151 Days since last SSO)

3. Safety/Training/Professional Development

- a. All (3) Lead Workers and Field Supervisor attended "Supervisor" Training
- b. Two (2) employees attended Pesticide Applicators Professional Association (PAPA) training related to the District's Root Treatment Program
- c. Eight (8) "Tailgate" safety sessions were held

4. Maintenance

- a. CCTV Mainline Segments 186 Segments 40,245'
- b. CCTV Service Laterals 27 Laterals 1,348'
- c. Hydro-Clean Mainline Segments 92 segments 21,759'
- d. Chemical Root Foam Program 27 segments 7,189'

5. Construction

- a. Corp Yard Parking Structure Project – installed concrete footings for support (upright) structures
- b. Completed two (2) Service Taps
- c. Installed Fall Protection Safety Rails at two (2) Lift Stations
- d. Rehabilitated three (3) manholes for root intrusion
- e. Relocated perimeter fence at Cry Creek Recorder Site
- f. Performed one (1) Mainline Pipe Repair
- g. Installed Mareta Ln (concrete) antenna base
- h. Pothole utilities in preparation of service lateral relocation

6. Facilities

- a. Lift Stations (x13)
 - i. All Annual Lift Station Inspections by Aqua Sierra Controls completed
 - ii. All Weekly lift station Function Checks completed
 - iii. All Monthly lift station Wet Well Cleaning completed
- b. Mareta Lane SCADA Antenna work is complete.
- c. Repaired corporation yard perimeter fence due to vandalism;
- d. Developed a Storm Water Pollution Prevention Plan (SWPPP) for corporation yard stockpile area;

7. Miscellaneous

- a. Assistant Superintendent and Supervisors developed FY 2015-2016 Work Plan
- b. Assisted Sierra College (4/24/2015) with an SSO on Campus
- c. Vehicle inventory was performed for all vehicles

ITEM VII. ASD REPORT

To: Board of Directors

From: Joanna Belanger, Administrative Services Manager

CC: Herb Niederberger, General Manager

Subject: Administrative Services Department Monthly Report

Board Mtg. Date: June 4, 2015

Voice over IP (VoIP)

The switch preparation for the Voice over IP (VOIP) telephone system is now complete. Fortis Telecom, will be on site at the beginning of June to deploy the equipment and provide staff training for the new system. Full implementation is anticipated for the middle of June.

Solar Request for Proposal (RFP)

Staff continues to gather data in preparation for an RFP for the installation of solar systems for District buildings. A placeholder estimation has been included for consideration in the FY 15/16 Capital Budget which also includes installation of the natural gas/propane generator as a backup power supply.

Utility Billing Staggered invoice preparations

Staff is moving forward to prepare an insert for the July billing which explains the transition to staggered Utility billing cycles. Staff is also continuing to analyze costs for printing and mailing alternatives.

Budget Preparation FY15/16

Staff has been working with the General Manager and District Accountant to review the District's financial accounts in preparation for the FY 2015/16 Budget as well as research for the pending 5-year Financial Plan.

ITEM VII. TSD REPORT

To: Board of Directors
From: Eric Nielsen, District Engineer
Cc: Herb Niederberger, General Manager
Subject: Technical Services Department Monthly Report
Board Date: June 4, 2015

IT Master Plan

Staff continues to work towards Phase One Implementation, which will include discontinued use of the existing WWMS database and implementation of the Lucy database. The Lucy database, desktop, and web components have been upgraded to the most recent version to support proposed District workflows. A Lucy representative will be onsite the week of June 8 to assist with tasks to launch Lucy and configure tablets for use in the field.

Loomis Diversion Line

Staff continues to support the Town of Loomis CEQA consultant. The representative for the Turtle Island property made a proposal to realign the pipeline through the property that differs from the preferred route study alignment. Staff provided comment on the proposed alignment and awaits a response. Staff is coordinating the contracting of final design and right-of-way acquisition to begin in July.

High Risk Facilities (HRF) Program

The InfoMaster software tool was installed and the process of loading data from various District databases is underway. The results of this process will allow staff to prioritize District assets based on risk. The prioritized list of assets will be bundled into proposed capital improvement projects (CIPs) and receive preliminary design and cost estimates.

Foothill Trunk Sewer Upsizing Project

Staff and District Counsel are currently reviewing the IS/MND to provide comment in preparation of public circulation. The contract for Phase II of the design of the project, which includes 90% design submittals, 100% design submittals, final bid documents, and final field studies and environmental permitting is being presented to the Board at this meeting. Construction of this project is planned for spring of 2016.

Loomis 10-Inch CIPP Project

The contractor (SAK Construction) completed field work of the CIPP installation and manhole seals on April 15th. Staff is processing the supporting documentation for invoices and closing out the project. Staff is also following up to resolve the damage that was done to the access road driveway at 5540 Tudor Way in Loomis.

New Engineering Technician

Curtis Little, Engineering Technician I, joined the District on April 30. Curtis’s background includes work with GIS, GPS data collection and integration, planning, and permitting. We are excited to have Curtis onboard.

Department Performance Indicators

The following charts depict the efforts and performance of the department in two areas. Additional charts will be added in the future for other areas of work in the department.

