



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

August 4, 2016

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

III. PLEDGE OF ALLEGIANCE

IV. CONSENT ITEMS

[pg 1 to 37]

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

ACTION: (Voice vote)

Motion to approve the consent items for the August 4, 2016 meeting

1. MINUTES from the July 7, 2016 Regular Board Meeting.
2. ACCOUNTS PAYABLE in the amount of \$423,045.14 through July 28, 2016.
3. MONTHLY INVESTMENT REPORT in the total amount of \$51,324,304.16 through July 28, 2016.
4. BILLS OF SALE Acceptance of the Bill of Sale for sewer improvements associated with Audi Rocklin.
5. VEHICLE PURCHASE Approval of the purchase of a replacement Dump Truck in the amount of \$90,539.10.
6. KB HOMES OF SACRAMENTO TEMPORARY SEWER CONNECTION & USE AGREEMENT – RESOLUTION #16-19 Approval of a temporary Sewer Connection & Use Agreement with KB Homes of Sacramento, as part of its Pebble Creek/Sunset at Stanford Ranch

residential development project. This agreement permits KB Homes to route the sewer line from existing SPMUD customers through their constructed improvements to avoid the need for 24/7 sewer bypass during the project.

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. CONSIDERATION & APPROVAL OF RESOLUTION #16-17 AUTHORIZING THE GENERAL MANAGER TO SIGN & EXECUTE CREDIT & REIMBURSEMENT AGREEMENTS WITH TAYLOR MORRISON SERVICE INCORPORATED- ROCKLIN 60

[pg 38 to 71]

The Rocklin 60 Subdivision Project extends an 18 inch trunk sewer to the southern end of Dias Lane. Taylor Morrison Service Incorporated is constructing this major facility and is eligible to enter into a credit and reimbursement agreement with the District.

Action Requested: Roll Call vote

Staff recommends that the Board of Directors:

- 1. Adopt Resolution #16-17 authorizing the General Manager to execute Credit & Reimbursement Agreements with Taylor Morrison Service Incorporated – Rocklin 60.***

2. CONSIDERATION & APPROVAL OF RESOLUTION #16-18 OUT OF AREA SERVICE AGREEMENT (BERRY – APN 032-171-019-000) APPLICATION TO PLACER COUNTY LAFCO

[pg 72 to 83]

Michael and Katie Berry whose residence outside of the District's service area boundaries at 2258 Swetzer Road, Penryn (APN 032-171-019-000) has a failing sewer system. The Placer County Building Department is requiring the Berrys to connect to the public sewer adjacent to their property. An Out of Area Service Agreement is therefore necessary to connect them to the Districts collection system.

Action Requested: Roll Call vote

Staff recommends that the Board of Directors:

- 1. Adopt Resolution #16-18 authorizing the General Manager to apply with Placer LAFCO for an Out of Area Service Agreement.***
- 2. Authorize the General Manager to execute an Out of Area Service Agreement for sewer collection services for APN 032-171-019-000.***

3. CONSIDERATION & APPROVAL OF A CONTRACT WITH RESTORATION MANAGEMENT COMPANY FOR THE RECONSTRUCTION OF THE HEADQUARTERS BUILDING

[pg 84 to 90]

The District has received responsive quotes for the emergency building repair work for the Headquarters Building at 5807 Springview Drive. The selected contractor, Restoration Management Company Inc. is registered with the Department of Industrial Relations and can meet the requirements of the rules and regulations for a Public Works Contract.

Action Requested: Voice vote

- 1. Approval of the contract with Restoration Management Company for \$105,147.00.**
- 2. Authorization for the General Manager to execute the Contract with Restoration Management Company;**
- 3. Authorization for the General Manager to execute any Change Orders to this contract subject to authorization and reimbursement from SDRMA.**

VII. REPORTS

[pg 91 to 98]

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

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

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

VIII. ADJOURNMENT

If there is no other Board business the President will adjourn the meeting to its next regular meeting on September 1, 2016 at 4:30 p.m.

**BOARD MINUTES
SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

| Meeting | Location | Date | Time |
|----------------|-----------------|--------------|-------------|
| Regular | District Office | July 7, 2016 | 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 Dickinson presiding at 4:30 p.m.

II. ROLL CALL OF DIRECTORS:

- Present: Will Dickinson, Vic Markey, Jerry Mitchell, Jim Williams
- Absent: John Murdock
- Vacant: None
- Staff: Herb Niederberger, General Manager
Sam Rose, Superintendent
Joanna Belanger, Administrative Services Manager
- Others: Jeff Brackenbury, Field Services Supervisor
Michael O’Hagan, Forsgren Associates Inc.

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

IV. CONSENT ITEMS:

1. Minutes from the June 2, 2016 Regular Board Meeting.
2. Accounts Payable in the amount of \$3,059,261.74 through June 30, 2016.
3. Bills of Sale Acceptance of the Bill of Sale for sewer improvements within the Whitney Ranch Phase II-B 45A Subdivision.
4. Bills of Sale Acceptance of the Bill of Sale for sewer improvements within the Whitney Ranch Phase II-B Ranch 41ABC Subdivision.
5. Monthly Investment Report in the total amount of \$50,784,920.95 through June 30, 2016.
6. JMC Homes Temporary Sewer Connection & Use Agreement – Resolution #16-15 Approval of the temporary Sewer Connection & Use Agreement with JMC Homes.

Director Mitchell made a motion to approve all items on the consent calendar, a second was made by Director Markey; the motion carried 4-0.

V. PUBLIC COMMENTS:

President Dickinson opened the Public comments. Hearing no comments, public comments were closed.

VI. BOARD BUSINESS:

1. Public Hearing for Updates to Policy 1020- Conflict of Interest, Approval of Resolution No. 16-14

General Manager Niederberger introduced updates to the Conflict of Interest Policy – 1020, stating that the District is obligated to ensure the policy complies with all State laws and regulations. District Legal Counsel made minor changes to the policy, and updated covered positions.

Director Mitchell made a motion to approve Resolution No. 16-14, a second was made by Director Markey; the motion carried 4-0.

2. Consideration & Approval of Resolution #16-16 FY 2016/2017 Budget

GM Niederberger introduced the Fiscal Year 2016/17 Budget outlining projected revenues and expenses for the General and Capital Funds. Director Mitchell commented that the Budget was clear and concise and appreciated all of the work from staff to prepare the finished document for the upcoming fiscal year. President Dickinson echoed Director Mitchell's comments and commended staff on their work. One clarification was made regarding the organizational chart and positions listed in the budget, no changes were made.

Director Williams made a motion to approve Resolution No. 16-16 FY 2016/2017 Budget, a second was made by Director Markey; the motion carried 4-0.

VII. REPORTS:

1. District General Counsel (A. Brown): General Counsel Brown stated his report would be provided in closed session.

2. General Manager (H. Niederberger): GM Niederberger provided a report to the Board regarding the status of the contract for repair to the HQ building. He reported that Duarte had provided their final invoice for completed work and has now left the job site. Quotes are being solicited from contractors who are registered with the Department of Industrial Relations (DIR). After the Districts insurance company SDRMA has reviewed and accepted a quotation, a contract will be brought back to the Board for approval. Director Markey asked for a status update regarding the Loomis Brew Pub. GM Niederberger responded that the District was entering into a deferred participation agreement with the property owner. Director Mitchell asked for a status update regarding Jack in the Box Restaurant on Rocklin Road. GM Niederberger reported that they had requested an extension, and is now in the process of completing the necessary improvements to their restaurant facility.

A. ASD, FSD & TSD Reports: Superintendent Rose provided a brief verbal report to the Board regarding a recent security breach to the Corporation Yard, and identified further improvements to be made to the security system.

B. Information Items: No additional items were reported.

3. Directors Comments: Director Mitchell reported that he had attended the SPWA Meeting on June 30, 2016. He provided a short presentation of the meeting materials and action taken.

VIII. CLOSED SESSION – Conference with Legal Counsel – Existing Litigation (Subdivision (a) of Section 54956.9)

At 5:08 p.m. the Board adjourned into closed session for a report from legal counsel on the following case: Kimberly Godfrey and M. Franklin Godfrey vs. South Placer Municipal Utility District, et al. Placer County Superior Court Case No. SCV0036719.

Regular Board Meeting

July 7, 2016

Page | 3

The Board reconvened into open session at 5:28 p.m. Legal Counsel Brown reported that the Board had been provided a report on the aforementioned case, and that no action had been taken.

IX. ADJOURNMENT

The meeting was adjourned at 5:30 p.m. to the next Regular Meeting to be held on Thursday, August 4, 2016 at 4:30 p.m.

A handwritten signature in black ink that reads "Joanna Belanger". The signature is written in a cursive, flowing style.

Joanna Belanger, Board Secretary



South Placer Municipal Utility District, CA

Check Report

By Check Number

Date Range: 07/01/2016 - 07/26/2016

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|-----------------------------------|-------------------------------------------------|--------------|--------------|-----------------|----------------|------------|
| Bank Code: AP Bank-AP Bank | | | | | | |
| 1327 | US Bank Corporate Payment | 07/06/2016 | Regular | 0.00 | 7,569.51 | 7459 |
| | **Void** | 07/06/2016 | Regular | 0.00 | 0.00 | 7460 |
| | **Void** | 07/06/2016 | Regular | 0.00 | 0.00 | 7461 |
| 1093 | DMG Lawn Maintenance | 07/06/2016 | Regular | 0.00 | 325.00 | 7462 |
| 1239 | LAFCO | 07/06/2016 | Regular | 0.00 | 11,157.44 | 7463 |
| 1218 | PCWA | 07/06/2016 | Regular | 0.00 | 634.36 | 7464 |
| 1291 | Special District Risk Management Authority | 07/06/2016 | Regular | 0.00 | 160,598.49 | 7465 |
| 1499 | TechRoe.com LLC | 07/06/2016 | Regular | 0.00 | 900.00 | 7466 |
| 1338 | Verizon Wireless | 07/06/2016 | Regular | 0.00 | 25.02 | 7467 |
| 1492 | Wave Broadband - Rocklin | 07/06/2016 | Regular | 0.00 | 209.85 | 7468 |
| 1026 | AUS West Lockbox | 07/07/2016 | Regular | 0.00 | 807.07 | 7469 |
| 1505 | California Surveying & Drafting Supply | 07/07/2016 | Regular | 0.00 | 293.38 | 7470 |
| 1062 | Chad Stites | 07/07/2016 | Regular | 0.00 | 250.00 | 7471 |
| 1540 | Duarte Construction | 07/07/2016 | Regular | 0.00 | 7,721.80 | 7472 |
| 1163 | Joe Gonzalez Trucking, LLC. | 07/07/2016 | Regular | 0.00 | 1,992.90 | 7473 |
| 1173 | KBA Docusys | 07/07/2016 | Regular | 0.00 | 343.38 | 7474 |
| 1475 | Van Erp, Petersen & Babcock, LLP | 07/07/2016 | Regular | 0.00 | 1,600.00 | 7475 |
| 1021 | ARC | 07/14/2016 | Regular | 0.00 | 15.82 | 7476 |
| 1004 | AT&T | 07/14/2016 | Regular | 0.00 | 9.40 | 7477 |
| 1022 | AT&T | 07/14/2016 | Regular | 0.00 | 229.80 | 7478 |
| 1086 | Dataprose | 07/14/2016 | Regular | 0.00 | 1,657.08 | 7479 |
| 1087 | Dawson Oil Co. | 07/14/2016 | Regular | 0.00 | 1,909.41 | 7480 |
| 1139 | Hill Rivkins Brown & Associates | 07/14/2016 | Regular | 0.00 | 7,363.20 | 7481 |
| 1140 | Holt of California | 07/14/2016 | Regular | 0.00 | 1,270.44 | 7482 |
| 1357 | Infrastructure Technologies, LLC | 07/14/2016 | Regular | 0.00 | 1,500.00 | 7483 |
| 1188 | Lucity, Inc. | 07/14/2016 | Regular | 0.00 | 1,283.75 | 7484 |
| 1218 | PCWA | 07/14/2016 | Regular | 0.00 | 69.58 | 7485 |
| 1473 | Pitney Bowes Purchase Power | 07/14/2016 | Regular | 0.00 | 208.99 | 7486 |
| 1238 | Placer County Department of Public Works | 07/14/2016 | Regular | 0.00 | 55.00 | 7487 |
| 1244 | Preferred Alliance | 07/14/2016 | Regular | 0.00 | 142.56 | 7488 |
| 1518 | Sonitrol of Sacramento | 07/14/2016 | Regular | 0.00 | 5,745.68 | 7489 |
| 1333 | SPOK, Inc. | 07/14/2016 | Regular | 0.00 | 26.25 | 7490 |
| 1325 | Tyler Technologies, Inc. | 07/14/2016 | Regular | 0.00 | 2,818.75 | 7491 |
| 1549 | Valtus Imagery Services/North West Geomatics | 07/14/2016 | Regular | 0.00 | 1,475.39 | 7492 |
| 1338 | Verizon Wireless | 07/14/2016 | Regular | 0.00 | 551.88 | 7493 |
| 1343 | Water Works Engineers, LLC | 07/14/2016 | Regular | 0.00 | 90,029.45 | 7494 |
| 1502 | Angelo G. Tsakopoulos and Katherine Tsakopoulou | 07/14/2016 | Regular | 0.00 | 33,370.00 | 7496 |
| 1521 | Aries Industries, Inc. | 07/20/2016 | Regular | 0.00 | 325.67 | 7497 |
| 1027 | Automotive Interior Repair | 07/20/2016 | Regular | 0.00 | 250.00 | 7498 |
| 1073 | Consolidated Communications | 07/20/2016 | Regular | 0.00 | 458.54 | 7499 |
| 1080 | CWEA | 07/20/2016 | Regular | 0.00 | 88.00 | 7500 |
| 1340 | Grainger | 07/20/2016 | Regular | 0.00 | 604.84 | 7501 |
| 1234 | Placer County APCD | 07/20/2016 | Regular | 0.00 | 97.87 | 7502 |
| 1508 | Sacramento Rendering Co. | 07/20/2016 | Regular | 0.00 | 25.00 | 7503 |
| 1306 | Superior Equipment Repair | 07/20/2016 | Regular | 0.00 | 573.31 | 7504 |
| 1325 | Tyler Technologies, Inc. | 07/20/2016 | Regular | 0.00 | 400.00 | 7505 |
| 1045 | Cal Pers 457 Plan (EFT) | 07/01/2016 | Bank Draft | 0.00 | 300.00 | DFT0002062 |
| 1135 | Mass Mutual (EFT) | 07/01/2016 | Bank Draft | 0.00 | 4,200.00 | DFT0002063 |
| 1229 | Pers (EFT) | 07/01/2016 | Bank Draft | 0.00 | 147.25 | DFT0002064 |
| 1229 | Pers (EFT) | 07/01/2016 | Bank Draft | 0.00 | 219.16 | DFT0002065 |
| 1229 | Pers (EFT) | 07/01/2016 | Bank Draft | 0.00 | 300.15 | DFT0002066 |
| 1229 | Pers (EFT) | 07/01/2016 | Bank Draft | 0.00 | 2,739.40 | DFT0002067 |
| 1229 | Pers (EFT) | 07/01/2016 | Bank Draft | 0.00 | 3,752.32 | DFT0002068 |
| 1229 | Pers (EFT) | 07/01/2016 | Bank Draft | 0.00 | 72.35 | DFT0002069 |

Check Report

Date Range: 07/01/2016 - 07/26/2016

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---------------|--------------------------|--------------|--------------|-----------------|----------------|------------|
| 1229 | Pers (EFT) | 07/01/2016 | Bank Draft | 0.00 | 82.72 | DFT0002070 |
| 1229 | Pers (EFT) | 07/01/2016 | Bank Draft | 0.00 | 1,033.59 | DFT0002071 |
| 1229 | Pers (EFT) | 07/01/2016 | Bank Draft | 0.00 | 1,181.69 | DFT0002072 |
| 1229 | Pers (EFT) | 07/01/2016 | Bank Draft | 0.00 | 1,032.05 | DFT0002073 |
| 1229 | Pers (EFT) | 07/01/2016 | Bank Draft | 0.00 | 1,029.92 | DFT0002074 |
| 1149 | Internal Revenue Service | 07/01/2016 | Bank Draft | 0.00 | 8,510.64 | DFT0002075 |
| 1098 | EDD (EFT) | 07/01/2016 | Bank Draft | 0.00 | 2,555.35 | DFT0002076 |
| 1098 | EDD (EFT) | 07/01/2016 | Bank Draft | 0.00 | 617.74 | DFT0002077 |
| 1149 | Internal Revenue Service | 07/01/2016 | Bank Draft | 0.00 | 1,990.40 | DFT0002078 |
| 1149 | Internal Revenue Service | 07/01/2016 | Bank Draft | 0.00 | 7,574.87 | DFT0002079 |
| 1045 | Cal Pers 457 Plan (EFT) | 07/15/2016 | Bank Draft | 0.00 | 300.00 | DFT0002081 |
| 1135 | Mass Mutual (EFT) | 07/15/2016 | Bank Draft | 0.00 | 4,059.80 | DFT0002082 |
| 1229 | Pers (EFT) | 07/15/2016 | Bank Draft | 0.00 | 147.25 | DFT0002083 |
| 1229 | Pers (EFT) | 07/15/2016 | Bank Draft | 0.00 | 228.96 | DFT0002084 |
| 1229 | Pers (EFT) | 07/15/2016 | Bank Draft | 0.00 | 332.95 | DFT0002085 |
| 1229 | Pers (EFT) | 07/15/2016 | Bank Draft | 0.00 | 2,862.01 | DFT0002086 |
| 1229 | Pers (EFT) | 07/15/2016 | Bank Draft | 0.00 | 4,162.10 | DFT0002087 |
| 1229 | Pers (EFT) | 07/15/2016 | Bank Draft | 0.00 | 74.67 | DFT0002088 |
| 1229 | Pers (EFT) | 07/15/2016 | Bank Draft | 0.00 | 89.37 | DFT0002089 |
| 1229 | Pers (EFT) | 07/15/2016 | Bank Draft | 0.00 | 1,066.74 | DFT0002090 |
| 1229 | Pers (EFT) | 07/15/2016 | Bank Draft | 0.00 | 1,276.59 | DFT0002091 |
| 1229 | Pers (EFT) | 07/15/2016 | Bank Draft | 0.00 | 1,070.50 | DFT0002092 |
| 1229 | Pers (EFT) | 07/15/2016 | Bank Draft | 0.00 | 1,122.76 | DFT0002093 |
| 1149 | Internal Revenue Service | 07/15/2016 | Bank Draft | 0.00 | 8,998.52 | DFT0002094 |
| 1098 | EDD (EFT) | 07/15/2016 | Bank Draft | 0.00 | 2,631.70 | DFT0002095 |
| 1098 | EDD (EFT) | 07/15/2016 | Bank Draft | 0.00 | 629.69 | DFT0002096 |
| 1149 | Internal Revenue Service | 07/15/2016 | Bank Draft | 0.00 | 2,104.46 | DFT0002097 |
| 1149 | Internal Revenue Service | 07/15/2016 | Bank Draft | 0.00 | 7,563.61 | DFT0002098 |

Bank Code AP Bank Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|----------------|---------------|---------------|-------------|-------------------|
| Regular Checks | 64 | 44 | 0.00 | 346,983.86 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 2 | 0.00 | 0.00 |
| Bank Drafts | 36 | 36 | 0.00 | 76,061.28 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| Total | 100 | 82 | 0.00 | 423,045.14 |

Fund Summary

| Fund | Name | Period | Amount |
|------|--------------|--------|-------------------|
| 100 | GENERAL FUND | 7/2016 | 423,045.14 |
| | | | <hr/> |
| | | | 423,045.14 |

SPMUD BOARD INVESTMENT REPORT
MEETING DATE: 08/04/16

| INVESTMENT | % Change | TOTAL FUNDS | Fund 100 | Fund 300 | Fund 400 |
|----------------------------------------------|----------|------------------|------------------|------------------|--------------------------------------|
| | | | General | CIP & Expansion | Capital Replacement & Rehabilitation |
| Allocation to Fund Type | | | 22.10% | 39.34% | 38.56% |
| CalTRUST | | | | | |
| Balance | | \$ 19,000,000.00 | \$ 4,200,000.00 | \$ 7,500,000.00 | \$ 7,300,000.00 |
| Income | 0.2% | \$ 34,213.11 | \$ 7,562.52 | \$ 13,458.70 | \$ 13,191.90 |
| Unrealized Gain/Loss | 0.4% | \$ 78,477.01 | \$ 17,346.68 | \$ 30,871.15 | \$ 30,259.18 |
| Realized Gain/Loss | 0.0% | \$ - | \$ - | \$ - | \$ - |
| TOTAL | | \$ 19,112,690.12 | \$ 4,224,909.20 | \$ 7,544,329.85 | \$ 7,343,451.08 |
| Wells Fargo - Fixed Income Securities | | | | | |
| Balance | | \$ 18,000,000.00 | \$ 4,000,000.00 | \$ 7,000,000.00 | \$ 7,000,000.00 |
| Income | 0.1% | \$ 16,571.40 | \$ 3,662.97 | \$ 6,518.83 | \$ 6,389.60 |
| Unrealized Gain/Loss | 0.6% | \$ 114,642.88 | \$ 25,340.84 | \$ 45,098.02 | \$ 44,204.02 |
| Realized Gain/Loss | 0.0% | \$ - | \$ - | \$ - | \$ - |
| TOTAL | | \$ 18,131,214.28 | \$ 4,029,003.80 | \$ 7,051,616.85 | \$ 7,050,593.62 |
| LAIF (Local Agency Investment Fund) | | | | | |
| Balance | | \$ 4,997,810.00 | \$ 1,104,723.54 | \$ 1,966,030.04 | \$ 1,927,056.42 |
| Interest 0.55% | | \$ 7,091.50 | \$ 1,567.52 | \$ 2,789.64 | \$ 2,734.34 |
| TOTAL | | \$ 5,004,901.50 | \$ 1,106,291.06 | \$ 1,968,819.68 | \$ 1,929,790.76 |
| Placer County Treasury | | | | | |
| Balance | | \$ 5,020,945.63 | \$ 1,109,837.48 | \$ 1,975,131.09 | \$ 1,935,977.06 |
| Interest 1.25% | | \$ 5,193.28 | \$ 1,147.93 | \$ 2,042.92 | \$ 2,002.43 |
| TOTAL | | \$ 5,026,138.91 | \$ 1,110,985.41 | \$ 1,977,174.01 | \$ 1,937,979.49 |
| SUB-TOTAL | | \$ 47,274,944.81 | \$ 10,471,189.47 | \$ 18,541,940.39 | \$ 18,261,814.95 |

| | | | | | |
|--------------------------|--|------------------|------------------|------------------|------------------|
| Checking Account Balance | | \$ 4,049,359.35 | \$ 895,076.56 | \$ 1,592,930.12 | \$ 1,561,352.66 |
| GRAND TOTAL | | \$ 51,324,304.16 | \$ 11,366,266.03 | \$ 20,134,870.52 | \$ 19,823,167.61 |

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

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

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Eric Nielsen, District Engineer

Cc: Carie Huff, Associate Engineer

Subject: Acceptance of the Bill of Sale for Sewer Improvements Associated with Audi Rocklin

Meeting Date: August 4, 2016

Overview

Audi Rocklin is located in Rocklin at the intersection of Granite Drive and Warren Drive. Audi Rocklin consists of a 52,028 square foot building for a total of 31.80 EDU's. Audi Rocklin improvements include the following infrastructure:

- Installation of a sewer access road and turn-around.

Recommendation

Staff recommends that the Board of Directors accept the attached Bill of Sale for Audi Rocklin.

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 \$46,841.00.

Attachments:

1. Bill of Sale
2. Map – Audi Rocklin

ROCKLIN GW, LLC

Bill of Sale

Rocklin GW, 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 piper, lines, mains, manholes and appurtenances installed by its contractor in that subdivision/project commonly known as Audi Rocklin. – APN 045-080-034.

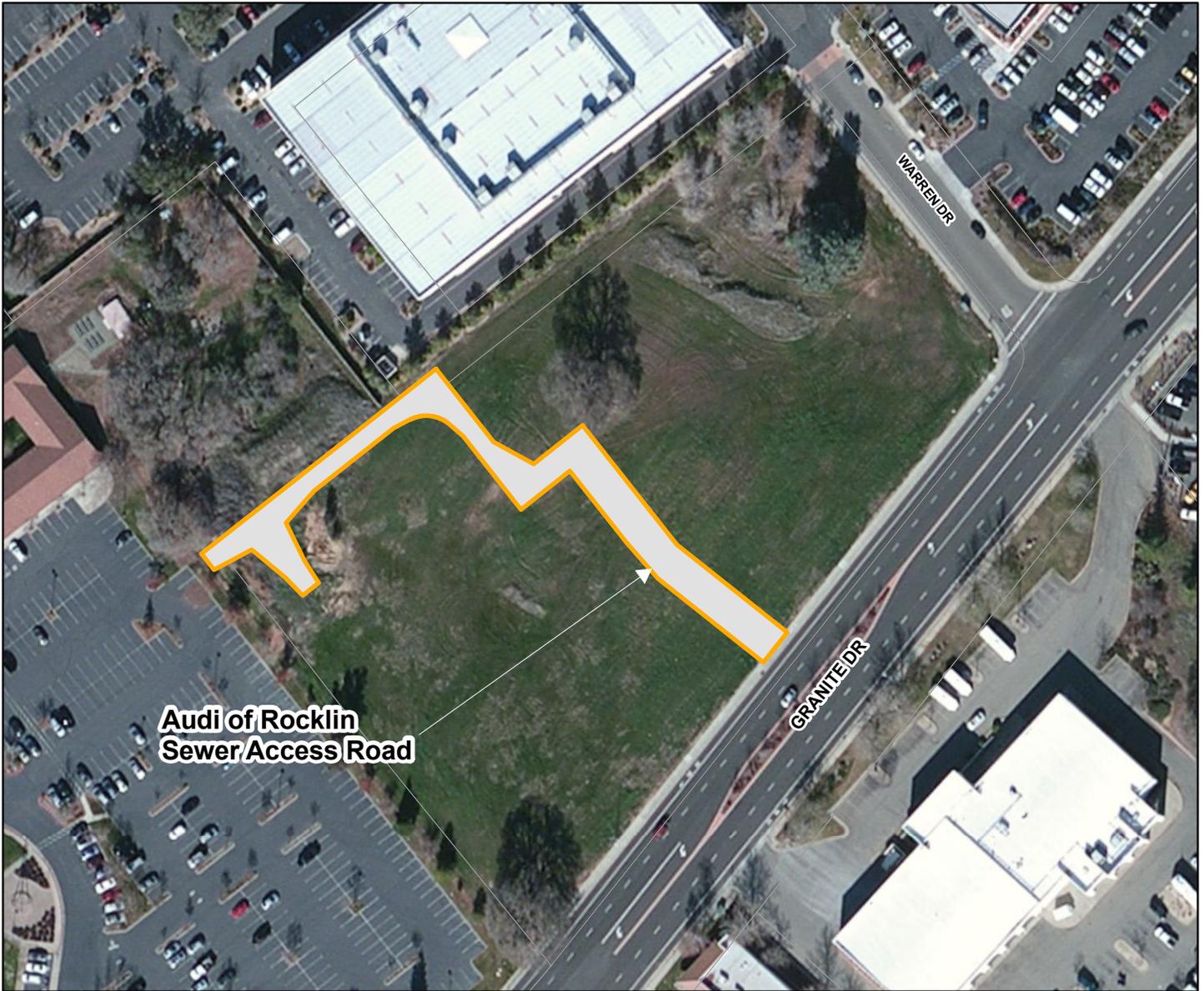
Grantor herein does hereby warrant and guarantee to SOUTH PLACER MUNICIPAL UTILITY DISTRICT that all of the personal property described herein consisting of sewer pipes, lines, mains, manholes, and appurtenances are free and clear of all mechanic's liens and encumbrances of any type, nature or description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

Dated -  _____

Ash Zaki
Manager
Rocklin GW, LLC

Corporate Office
500 8TH Street
San Francisco, CA 94103

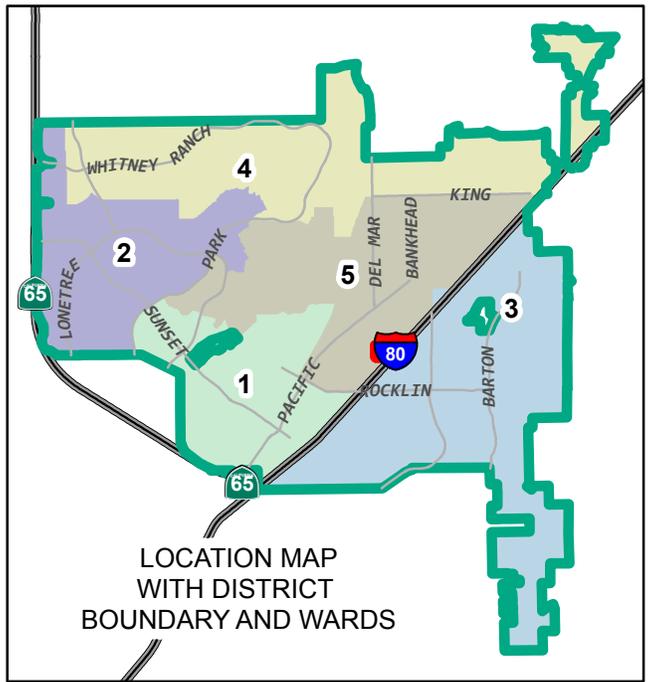
PHONE (415) 673-2000
FAX (415) 673-6100



**Audi of Rocklin
Sewer Access Road**

Audi of Rocklin Sewer Access Road

0 62.5 125 Feet
1 in = 125 ft



LOCATION MAP
WITH DISTRICT
BOUNDARY AND WARDS

Date: 6/27/2016
Author: Curtis Little

Document Path:
G:\spmud_gis\mxd\Curtis\Figure Templates\Bill of Sale Template_No_EDUs.mxd

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

STAFF REPORT

To: Board of Directors
From: Sam Rose, Superintendent
Cc: Herb Niederberger, General Manager
Subject: Vehicle Purchases – Replacement Dump Truck
Meeting Date: August 4, 2016

Overview

Approved in the current budget is a line item for Vehicle Purchases. This includes the purchase of Dump Truck to replace the District's existing Dump Truck (1994 Ford F700).

The State of California, Department of General Services, Procurement Division (DGS-PD) administers statewide commodity contracts for use by State departments and California local governments. Statewide Commodity Contracts are a type of Leveraged Procurement Agreement (LPA), used as one of the State's main procurement vehicles for leveraging its buying power. This program employs a competitive solicitation method. District staff selected a Dump Truck from this program that suits District needs.

Recommendation

Staff recommends that the Board of Directors:

1. Authorize the General Manager to execute the purchase order for the replacement Dump Truck.

Strategic Plan Goals

This action is consistent with SPMUD Strategic Plan Goals:

- Goal 1.2: Establish and Meet Service Level(s) by department
- Goal 1.3: Build Business efficiencies

Fiscal Impact

Staff expects costs to be \$91,000.00 (Quote attached)



Fleet Group

Quote Date: 7/11/16

Agency: J BRACKENBURY

Contact: SOUTH PLACER MUNICIPAL UTILITY DISTRICT

Address: 5807 SPRINGVIEW DR.

Address: ROCKLIN, CA. 95677

Phone:

Email:

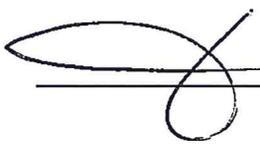
| Qty | Line Item | Option # | Description | Unit Price | Extended |
|-----|-----------|----------|-------------------------------------|--------------|---------------------|
| 1 | | F7D | 2017 FORD F750 REGULAR CAB CHASSIS | \$ 63,494.00 | \$ 63,494.00 |
| | | | PER ATTACHED SPECIFICATIONS | | |
| 1 | | DUMP | 10' 5-7 YARD DUMP BODY | \$ 19,514.00 | \$ 19,514.00 |
| 1 | | | CAB SHIELD | | |
| | | | SPREADER APRON | | |
| | | | DITCH GATE | | |
| | | | HD TOW PACKAGE W/ PLUG | | |
| | | | ELECTRIC TRAILER BRAKES | | |
| | | | PULL TARP BED COVER | | |
| | | | PAINTED, MOUNTED ALL LEGAL LIGHTING | | |
| | | | Subtotal | | \$ 83,008.00 |
| | | | Sales Tax 7.50% | | \$ 6,225.60 |
| | | | Tire Fee | | \$ 10.50 |
| | | | EXTENDED WARRANTY | | |
| | | | DELEVERY CHARGE | | \$ 1,295.00 |
| | | | TOTAL PURCHASE ORDER AMOUNT | | \$ 90,539.10 |

Notes:

Please refer to attached specifications.

Terms: NET 30

Delivery: 120-210 Days A.R.O.

Quoted by: 

MIKE LADNER
400 South Atlantic Blvd Alhambra CA. 91801
mladner@earthlink.net (626) 457-5590



Selected Options

| Code | Description | MSRP | Invoice |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| Base Vehicle | | | |
| F7D | Base Vehicle Price (F7D) | \$68,500.00 | \$59,424.00 |
| Engines | | | |
| 99X | 6.7L Power Stroke V8 Turbo Diesel - 330 HP @ 2600 RPM, 725 lb-ft Torque @ 1800 RPM | \$3,495.00 | \$3,119.00 |
| | Includes Engine Exhaust Brake and manual regen capability. Torque: 725 ft.lbs. @ 1800 rpm. <i>Governed RPM: 3400. Includes CARB clean idle label - may be removed if un-necessary.</i> | | |
| 425 | 50-State Emissions | N/C | N/C |
| Transmissions | | | |
| 44G | Ford TorqShift HD 6-Speed Automatic - Double Overdrive, less PTO Provision | STD | STD |
| 41A | Transmission Power Take- Off Provision w/LiveDrive Capability | \$895.00 | \$799.00 |
| Front Wheels & Tires | | | |
| 647 | Wheels, Front 22.5x7.5 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 7.50 DC rims; with steel hubs.</i> | STD | STD |
| TCT | Tires, Front Two 11R22.5G Goodyear G661 HSA (496 rev/mile) | STD | STD |
| Rear Wheels & Tires | | | |
| 667 | Wheels, Rear 22.5x7.5 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 7.50 DC rims; with steel hubs.</i> | STD | STD |
| RCT | Tires, Rear Four 11R22.5G Goodyear G661 HSA (496 rev/mile) | STD | STD |
| Brakes | | | |
| 67J | Hydraulic Brake System - Bosch HydroMax <i>Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake, Orscheln lever control, right of driver.</i> | Included | Included |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Options (cont'd)

| Code | Description | MSRP | Invoice |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| 154 | Trailer Connection Socket - 7-Way, Wired for Turn Signals, Separate of Stop <i>Mounted at rear of frame, for separate trailer stop, tail, turn, marker light circuits. Includes electric trailer brake accommodation package with cab connections for mounting customer installed electric brake unit.</i> | \$100.00 | \$89.00 |
| Front Axle and Suspension | | | |
| 43P | 12,000 lb. Cap. Non- Driving - Dana E-12021 - I- Beam Type | \$525.00 | \$469.00 |
| 61D | Taper-Leaf Springs, Parabolic - 12,000 lb. Cap <i>2-leaf, 62" x 3.15".</i> | \$305.00 | \$272.00 |
| Rear Axle and Suspension | | | |
| 475 | 21,000 lb. Single Reduction - Open <i>NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i> | STD | STD |
| 68R | Multi-Leaf Springs - 23,000 lb. Cap <i>11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.</i> | \$230.00 | \$205.00 |
| 961 | Shock Absorbers, Rear - Double Acting | \$165.00 | \$148.00 |
| X6D | 6.50 Axle Ratio | N/C | N/C |
| Wheelbase | | | |
| 158WB | 158" Wheelbase/84" CA/49" AF/246" OAL | STD | STD |
| Frame | | | |
| 535 | Single Channel - Straight 'C' 15.14 SM, 80,000 PSI <i>1,211,200 RBM. High strength low alloy steel. 10.250" x 3.092" x 0.375" (260.4mm x 78.5mm x 9.5mm). Includes: - GVWR Limit: 37,000 lbs.</i> | STD | STD |
| Exhaust | | | |
| 91G | Under Cab, Right Side Outlet, Switchback-Style <i>Single, horizontal muffler, right side, under cab, outside of frame rail with rear discharge.</i> | STD | STD |
| Fuel Tanks | | | |
| 65B | Fuel Tank - LH 50 Gallon Rectangular - Aluminum | STD | STD |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Options (cont'd)

| Code | Description | MSRP | Invoice |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| 12 | 12 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection | \$0.00 | \$24.48 |
| Electrical / Alternator / Battery | | | |
| 17A | 200 Amp Denso SC5 Heavy Duty Alternator <i>Extra heavy duty 12 Volt.</i> | Included | Included |
| 63A | Battery - Two 750 CCA, 1500 Total, Includes Steel Battery Box <i>12Volt, Motorcraft.</i> | STD | STD |
| 59E | Body Builder Wiring - At End of Frame, Separate <i>Includes sealed connectors for 2 ground circuits, with separate left/stop, separate right/stop, back up lamps. Also includes 2 additional pass through wires to cab.</i> | \$135.00 | \$120.00 |
| 17M | Back-Up Alarm - Electric, 102 dBA | \$110.00 | \$98.00 |
| Seats | | | |
| 88A | 30/0/30 Fixed Driver & Fixed Passenger w/Console - Vinyl | STD | STD |
| Cab Interior | | | |
| 600A | Preferred Equipment Package 600A | N/C | N/C |
| 588 | Radio AM/FM Stereo w/Aux Audio Input Jack & Clock <i>With two speakers.</i> | STD | STD |
| Cab Exterior | | | |
| 54H | Mirrors, Dual - Rectangular, XL2020 - 96" Width <i>Integral spot mirror, sail type, manual fold, solid black finish.</i> | STD | STD |
| Miscellaneous | | | |
| PAINT | Paint Type - Environmentally Friendly, "3 - Wet System" | STD | STD |
| Fleet Options | | | |
| B4A | Net Invoice Fleet Option | \$0.00 | \$7.00 |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Options (cont'd)

| Code | Description | MSRP | Invoice |
|------------------------|--------------|-------------|-------------|
| Interior Colors | | | |
| E_01 | Gray | N/C | N/C |
| Primary Colors | | | |
| YZ_01 | Oxford White | N/C | N/C |
| SUBTOTAL | | \$74,460.00 | \$64,774.48 |
| Destination Charge | | \$1,495.00 | \$1,495.00 |
| TOTAL | | \$75,955.00 | \$66,269.48 |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Equipment & Specs

Dimensions

- * Exterior length: 246.0"
- * Exterior height: 94.3"
- * Front track: 81.8"
- * Front legroom: 41.4"
- * Front hiproom: 67.6"
- * Exterior width: 96.7"
- * Wheelbase: 158.0"
- * Rear track: 72.6"
- * Front headroom: 40.7"
- * Front shoulder room: 68.0"

Powertrain

- * 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection
- * federal
- * Rear-wheel drive
- * Fuel Economy Highway: N/A
- * Fuel/water separator
- * Standard rear differential
- * Right mounted horizontal tailpipe
- * Recommended fuel : diesel
- * 6 speed automatic transmission with overdrive
- * Fuel Economy Cty: N/A
- * 50.0 gal. rectangular Left front fuel tank
- * Transmission PTO provision
- * Right mounted horizontal muffler

Suspension/Handling

- * Front non-independent leaf spring suspension
- * Hydraulic power-assist re-circulating ball Steering
- * 11.0R22.5 AS front and rear tires
- * Rubber auxiliary rear springs
- * Rear rigid axle leaf spring suspension with regular shocks
- * Front and rear 22.5 x 7.5 wheels
- * Dual rear wheels

Body Exterior

- * 2 doors
- * Black door mirrors
- * Side steps
- * Clearcoat paint
- * Hood mounted grille
- * Driver and passenger folding door mirrors
- * Black bumpers
- * Trailer harness
- * Straight front bumper ends
- * Front and rear 22.5 x 7.5 white steel wheels with 10 wheel studs

Convenience

- * Manual air conditioning
- * Manual front windows
- * Manual tilt steering wheel
- * Passenger visor mirror
- * Automatic gearshift steering column lever
- * Cruise control with steering wheel controls
- * Manual door locks
- * Front cupholders
- * Dual electric horn
- * Driver and passenger door bins

Seats and Trim

- * Seating capacity of 2
- * Fixed passenger seat
- * Driver seat folding back, passenger seat fixed back
- * Driver seat with 4 way direction control, passenger seat with 2 way direction control
- * Fixed driver seat
- * Bucket driver seat, Bucket passenger seat
- * Low back seats
- * Manual fore/aft seats

Entertainment Features

- * AM/FM stereo radio
- * 4 speakers
- * Auxiliary audio input
- * Fixed antenna

Lighting, Visibility and Instrumentation

- * Halogen aero-composite headlights
- * Variable intermittent front windshield wipers

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Equipment & Specs (cont'd)

- * Light tinted windows
- * Tachometer
- * Trip computer

- * Front reading lights
- * Oil pressure gauge
- * Trip odometer

Safety and Security

- * 4-wheel ABS brakes
- * Manual door locks

- * Hydraulic disc brakes

Dimensions

General Weights

| | | | |
|--------------------------------|------------|---------------------------------|------------|
| Curb | 11030 lbs. | Front curb weight | 6521 lbs. |
| Rear curb weight | 4509 lbs. | Front axle capacity | 12000 lbs. |
| Rear axle capacity | 21000 lbs. | Front spring rating | 12000 lbs. |
| Rear spring rating | 23000 lbs. | Front tire/wheel capacity | 12350 lbs. |
| Rear tire/wheel capacity | 23360 lbs. | Front GAWR | 12000 lbs. |
| Rear GAWR | 21000 lbs. | GVWR | 33000 lbs. |
| GCWR | 50000 lbs. | | |

Trailer Type

Harness Yes

Fuel Tank type

Capacity 50 gal.

Front Frame

Height loaded 35 " Height unloaded 37 "

Rear Frame

Height loaded 37 " Height unloaded 38 "

Powertrain

Engine Type

| | | | |
|---------------------------|-------------------------|------------------------|-------------|
| Block material | Iron | Cylinders | V-8 |
| Head material | Aluminum | Ignition | Compression |
| Injection | Diesel direct injection | Liters | 6.7L |
| Orientation | Longitudinal | Recommended fuel | Diesel |
| Valves per cylinder | 4 | Valvetrain | OHV |
| Forced induction | Intercooled turbo | | |

Engine Spec

| | | | |
|--------------------|------------|-------------------------|--------|
| Bore | 3.90" | Compression ratio | 16.2:1 |
| Displacement | 406 cu.in. | Stroke | 4.25" |

Engine Power

| | | | |
|--------------------|--------------------|--------------|------------------------|
| Output | 330 HP @ 2,600 RPM | Torque | 725 ft.-lb @ 1,800 RPM |
| Governed RPM | 3400 | | |

Alternator

| | | | |
|------------|----|------------|-----|
| Type | HD | Amps | 200 |
|------------|----|------------|-----|

Battery

| | | | |
|--------------------------|------|----------------|---------------|
| Cold cranking amps | 1500 | Location | Forward right |
| Step | Yes | Type | Dual |

Transmission

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Equipment & Specs (cont'd)

| | | | |
|--------------------------------------|------------------|--------------------------------|----------------|
| Electronic control | Yes | Lock-up | Yes |
| Overdrive | Yes | Speed | 6 |
| Type | Automatic | | |
| Transmission Gear Ratios | | | |
| 1st | 3.974 | 2nd | 2.318 |
| 3rd | 1.516 | 4th | 1.149 |
| 5th | 0.858 | 6th | 0.674 |
| Reverse Gear ratios | 3.128 | | |
| Transmission Torque Converter | | | |
| Stall ratio | 1.85 | | |
| Transmission Extras | | | |
| Driver selectable mode | Yes | Sequential shift control | Yes |
| Oil cooler | Regular duty | PTO provision | Yes |
| Drive Type | | | |
| Type | Rear-wheel | | |
| Drive Axle | | | |
| Ratio | 6.5 | | |
| Exhaust | | | |
| Material | Aluminized steel | System type | Single |
| Emissions | | | |
| CARB | Federal | | |
| Engine Retarder | | | |
| Type | Yes | | |
| Driveability | | | |
| Brakes | | | |
| ABS | 4-wheel | ABS channels | 4 |
| Type | Hydraulic disc | Vented discs | Front and rear |
| Suspension Control | | | |
| Ride | Regular | | |
| Front Suspension | | | |
| Independence | Non-independent | Type | Leaf |
| Front Spring | | | |
| Type | Tapered leaf | Grade | Regular |
| Front Shocks | | | |
| Type | Regular | | |
| Rear Suspension | | | |
| Independence | Rigid axle | Type | Leaf |
| Rear Spring | | | |
| Type | Multi-leaf | Grade | Regular |
| Auxiliary | Rubber | | |
| Rear Shocks | | | |
| Type | Regular | | |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Equipment & Specs (cont'd)

Steering

Activation Hydraulic power-assist Type Re-circulating ball

Steering Specs

of wheels 2

Exterior

Front Wheels

Diameter 22.5" Width 7.50"

Rear Wheels

Diameter 22.5" Width 7.50"
Dual Yes

Front Tires

Aspect 82 Diameter 22.5"
Sidewalls BSW Tread AS
Width 11.0" LT load rating G
RPM 496

Rear Tires

Aspect 82 Diameter 22.5"
Sidewalls BSW Tread AS
Width 11.0" LT load rating G
RPM 496

Wheels

Front track 81.8" Rear track 72.6"
Turning radius (to curb) 22' Turning radius (to bumper) 23'
Wheelbase 158.0"

Body Features

Front splash guards Yes Body material Composite/galvanized steel
Side steps Yes

Body Doors

Door count 2

Exterior Dimensions

Length 246.0" Body width 96.7"
Body height 94.3" Cab to axle 84.0"
Axle to end of frame 49.0" Frame section modulus 15.1cu.in.
Frame yield strength (psi) 80000.0 Frame rail depth 10.3"
Frame rail width 3.1" Frame rail thickness 0.4"
Max RBM (in.-lbs.) 1275200.0 Frame rail section 9.5"
Front bumper to Front axle 39.0" Nominal RBM (in.-lbs.) 1211200.0

Seating

Passenger Capacity

Capacity 2

Driver Seat

Type Bucket Back Folding
Back type Low Way direction control 4
Fore/aft Manual

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Equipment & Specs (cont'd)

Passenger Seat

| | | | |
|-----------------|--------|-----------------------------|-------|
| Type | Bucket | Back | Fixed |
| Back type | Low | Way direction control | 2 |
| Fore/aft | Manual | | |

Front Seat Trim

| | | | |
|----------------|-------|---------------------|--------|
| Material | Vinyl | Back material | Carpet |
|----------------|-------|---------------------|--------|

Convenience

AC And Heat Type

| | |
|------------------------|--------|
| Air conditioning | Manual |
|------------------------|--------|

Audio System

| | | | |
|-----------------------------|---------|-----------------|--------------|
| Auxiliary audio input | Yes | Radio | AM/FM stereo |
| Radio grade | Regular | Seek-scan | Yes |

Audio Speakers

| | | | |
|--------------------|---------|----------------|---|
| Speaker type | Regular | Speakers | 4 |
|--------------------|---------|----------------|---|

Audio Antenna

| | |
|------------|-------|
| Type | Fixed |
|------------|-------|

Cruise Control

| | |
|----------------------|------------------------------|
| Cruise control | With steering wheel controls |
|----------------------|------------------------------|

Convenience Features

| | | | |
|---------------------------|---------------|---------------------|-----|
| 12V DC power outlet | 2 | Back-up alarm | Yes |
| Horn | Dual electric | | |

Door Lock Activation

| | |
|------------|--------|
| Type | Manual |
|------------|--------|

Instrumentation Type

| | |
|---------------|--------|
| Display | Analog |
|---------------|--------|

Instrumentation Gauges

| | | | |
|--------------------------|-----|-------------------------------|-----|
| Tachometer | Yes | Oil pressure | Yes |
| Engine temperature | Yes | Transmission fluid temp | Yes |
| Engine hour meter | Yes | | |

Instrumentation Warnings

| | | | |
|-------------------|-----|-------------------------------|-----|
| Battery | Yes | Lights on | Yes |
| Key | Yes | Service interval | Yes |
| Brake fluid | Yes | Transmission fluid temp | Yes |

Instrumentation Displays

| | |
|-------------|------------------|
| Clock | In-radio display |
|-------------|------------------|

Instrumentation Feature

| | | | |
|---------------------|-----|---------------------|-----|
| PRND in IP | Yes | Trip computer | Yes |
| Trip odometer | Yes | | |

Steering Wheel Type

| | | | |
|----------------|----------|---------------|--------|
| Material | Urethane | Tilting | Manual |
|----------------|----------|---------------|--------|

Front Side Windows

| | |
|---------------------------------|--------|
| Window 1st row activation | Manual |
|---------------------------------|--------|

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Equipment & Specs (cont'd)

Window Features

| | |
|----------------------------|-----------------------|
| Tinted | Light |
| Front Windshield | |
| Wiper | Variable intermittent |
| Rear Windshield | |
| Window | Fixed |
| Automatic Gearshift | |
| Location | Steering column lever |

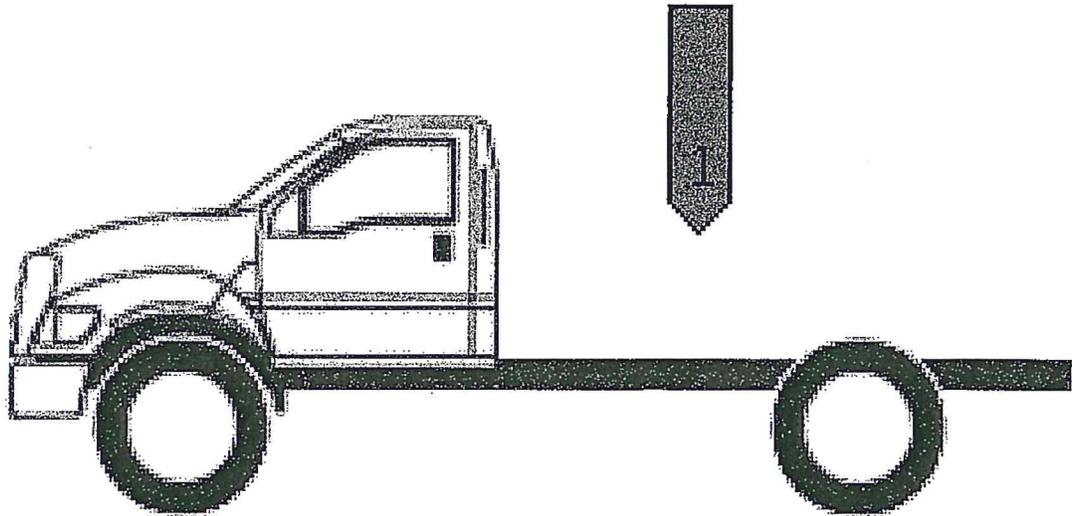
Interior

| | | | |
|------------------------------|----------|--------------------------------|--------------|
| Passenger Visor | | | |
| Mirror | Yes | | |
| Headliner | | | |
| Coverage | Full | Material | Cloth |
| Floor Trim | | | |
| Coverage | Full | Covering | Vinyl/rubber |
| Trim Feature | | | |
| Gear shift knob | Urethane | | |
| Lighting | | | |
| Dome light type | Delay | Front reading | Yes |
| Variable IP lighting | Yes | | |
| Floor Console Storage | | | |
| Type | Partial | | |
| Storage | | | |
| Driver door bin | Yes | Front Beverage holder(s) | Yes |
| Glove box | Yes | Passenger door bin | Yes |
| Instrument panel | Bin | Dashboard | Yes |
| Legroom | | | |
| Front | 41.4" | | |
| Headroom | | | |
| Front | 40.7" | | |
| Hip Room | | | |
| Front | 67.6" | | |
| Shoulder Room | | | |
| Front | 68.0" | | |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Performance (cont'd)



Weight

| GVW | Front Axle | Rear Axle | Totals |
|--------------------------------|-------------------|-------------------|-------------------|
| Chassis | 6,521 lbs | 4,509 lbs | 11,030 lbs |
| Body | 0 lbs | 0 lbs | 0 lbs |
| Occupant | 200 lbs | 100 lbs | 300 lbs |
| 1 Max Payload - (Max. Payload) | 5,279 lbs | 16,391 lbs | 21,670 lbs |
| TOTAL | 12,000 lbs | 21,000 lbs | 33,000 lbs |

| Ratings | Front Axle | Rear Axle | GVWR |
|------------------|------------|------------|------------|
| GAWR | 12,000 lbs | 21,000 lbs | 33,000 lbs |
| Wheels/Tires | 12,350 lbs | 23,360 lbs | |
| Suspension | 12,000 lbs | 23,000 lbs | |
| Axle | 12,000 lbs | 21,000 lbs | |
| Legal Axle Limit | 0 lbs | 0 lbs | |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Performance (cont'd)

Start, Grade and Speed

| Start | Ratio | Desired | Calculated |
|------------------------------------|-------|---------|------------|
| Start grade capability in 1st gear | 3.97 | 15.00 % | 24.37 % |
| Start grade capability in reverse | 3.13 | 15.00 % | 19.18 % |

| Grade | Ratio | Desired | Calculated |
|---------------------------|-------|---------|------------|
| Maximum grade in 4th gear | 1.15 | 3.00 % | 7.61 % |
| Maximum grade in 5th gear | 0.86 | 3.00 % | 5.68 % |
| Maximum grade in 6th gear | 0.67 | 3.00 % | 4.46 % |

| Speed | Desired | Calculated |
|-----------------------------------------------------------------------|---------|------------|
| Top Speed (level grade) | 75 mph | 94 mph |
| <i>To meet your requirement you need a maximum axle ratio of 8.14</i> | | |
| Top Speed on 3.0% grade | 55 mph | |
| <i>To meet your requirement you need a maximum of 197 hp</i> | | |
| Cruise Speed | 60 mph | 64 mph |
| Engine RPM at desired cruise speed | | 2,173 rpm |

Variables in Use

| | | | |
|-----------------------------|------------------------|--------------------|-----------------|
| Rear axle ratio: | 6.50/6.50 | Governed RPM: | 3,400 rpm |
| Tire size: | 11R22.5 (496 rev/mile) | Frontal Area: | 57.28 Sq.Ft. |
| Gross Vehicle Weight (GVW): | 33,000 lbs | Cruising RPM | 2,300 rpm |
| Clutch engagement torque: | 363 ft.lbs. | Worst road surface | Typical Highway |
| Torque conversion ratio: | 1.85 | Final Drive Ratio: | 0.67 |
| Peak engine torque: | 725 ft.lbs. | Drag Coefficient: | 0.80 |
| Engine Power: | 330 hp @ 2,600 rpm | | |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Bob Wondries Ford
 400 S Atlantic Blvd, Alhambra, California, 91801
 Office: 626-289-3591

2017 F-750 Diesel, Regular Cab
 Regular Cab Base(F7D)

Pricing - Single Vehicle

| | MSRP | INVOICE |
|------------------------|--------------------|--------------------|
| <i>Vehicle Pricing</i> | | |
| Vehicle Price | \$68,500.00 | \$59,424.00 |
| Options & Colors | \$5,960.00 | \$5,350.48 |
| Upfitting | \$0.00 | \$0.00 |
| Destination Charge | \$1,495.00 | \$1,495.00 |
| Total | \$75,955.00 | \$66,269.48 |

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: Mike Ladner Date: 07/13/2016 | Price Level: 725

Universal Truck Body, Inc.

14978-A Ceres Ave.
 Fontana, CA 92335-4285
 909 356-4075 x21

Estimate

| Date | Estimate # |
|----------|------------|
| 7/1/2016 | dw1528 |

| Name / Address |
|---------------------------------------------------------------------|
| Wondries Fleet Group 1247 West Main Street Alhambra, CA 91801 |

| | | | Project |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|-------------|
| Description | Qty | Rate | Total |
| 10'-x-5/7-yard-dump, cab sheild, spreader apron, ditch gate, hot shift PTO, pump, lights, legals, flaps, HD tow package, elec brake control, Pull tarp, painted black and installed complete | 1 | 17,740.00 | 17,740.00 |
| Total | | | \$17,740.00 |

X 10%
 19,514.00

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 No. 16-19 Authorizing an Agreement with KB Home allowing a Temporary Sewer Connection and Use

Meeting Date: August 4, 2016

Overview

KB Home of Sacramento, Inc. will be constructing sewer infrastructure as part of its Pebble Creek/Sunset at Stanford Ranch residential development project. KB Homes intends to route the sewer line from existing SPMUD customers through their constructed improvements to avoid the need for sewer bypass for the duration of the project. District Staff sees the value of avoiding extended sewer bypass because of the increased risk of mechanical failure of bypass pumps potentially causing a sanitary sewer overflows. This agreement will permit during the construction period for sewer flows from an existing customer of the District to be routed through the new sewer line owned and operated by Developer, until such time as such improvements may be accepted by the District.

The agreement stipulates that KB Home shall be responsible for maintaining sewer service through the portion of the sewer system it is constructing until the District accepts a bill of sale for the sewer improvements. Furthermore, KB Home shall be solely responsible for the maintenance of sewer service on the Private Sewer Line, which includes, but is not limited to, all activities required to prevent sanitary sewer overflows (“SSOs”) and maintain effective service, such as monitoring flows, cleaning the system with high velocity vacuum cleaner units (i.e., flushing), repairing and/or replacing defective portions of the above mentioned sewer system. KB Home shall perform such system maintenance, and any and all repairs associated therewith, at Owner’s sole cost and expense. In the event that a sanitary sewer overflow (SSO) has occurred, is imminent, or is suspected to occur, KB Home must notify the District.

Recommendation

Staff recommends that the Board of Directors approve Resolution No. 16-19, authorizing the General Manager to enter into the attached temporary sewer connection and use agreement for the KB Home Pebble Creek/Sunset at Stanford Ranch residential development project.

Strategic Plan Goals

This action supports the following Strategic Plan Goals.

Goal 2.3 - Prevent and mitigate Sewer System Overflows (SSO)

Goal 4.1- Eliminate SSO's using the most efficient and effective methods and procedures for maintenance of sewer main pipes.

Related District Ordinances and Policies

This action complies with the following District Ordinances and Policy:

Ordinance No. 09-02 – Sewer Use Ordinance

Policy No. 3370 – Sewer System Management Plan

Fiscal Impact

This action will not result in any net increase in District expenses as KB Home is liable for all the costs incurred while this agreement and temporary facilities are in use.

Attachments:

1. Resolution No. 16-19 – Authorization to Enter into a Temporary Sewer Connection and Use Agreement with KB Home.
2. Temporary Sewer Connection and Use Agreement with Exhibit A

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO: 16-19

**RESOLUTION FOR THE AUTHORIZATION TO ENTER INTO A
TEMPORARY SEWER CONNECTION AND USE AGREEMENT WITH KB HOME**

WHEREAS, KB Homes intends to construct sewer infrastructure as part of its Pebble Creek/Sunset at Stanford Ranch residential development project; and

WHEREAS, KB Homes intends to route the sewer line from existing SPMUD customers through their constructed improvements to avoid the need for 24/7 sewer bypass for the duration of the project; and

WHEREAS, the District sees the value of avoiding extended sewer bypass because of the increased risk of mechanical failure of bypass pumps potentially causing a sanitary sewer overflow; and

WHEREAS, during this period of construction, sewer flows from an existing customer of the District will be routed through the new sewer line owned and operated by KB Homes, until such time as such improvements may be accepted by the District; and

NOW, THEREFORE BE IT RESOLVED, that the South Placer Municipal Utility District Board of Directors authorizes the General Manager to enter into the attached temporary sewer connection and use agreement for the KB Homes Pebble Creek/Sunset at Stanford Ranch residential development project.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 4th day of August 2016.

Signed: _____

William Dickinson, President of the Board of Directors

Attest: _____

Joanna Belanger, Board Secretary

SUBDIVISION NO. SD2014-0004
SUNSET AT STANFORD RANCH SUBDIVISION

**BEING A SUBDIVISION OF A PARCEL 8, 32 P.M. 147,
 AND PARCELS 1 & 2 OF LOT LINE ADJUSTMENT,
 DOC. 2015-0086926, AND PARCEL 1 OF LOT LINE
 ADJUSTMENT, DOC. 2015-086928,
 ALSO BEING A PORTION OF S.E. 1/4 OF SECTION 14,
 T. 11 N., R. 6 E., M.D.M.**

CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA

JULY 2016 SHEET 1 OF 4



NOTARY'S ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
) ss
 COUNTY OF _____)
 ON _____ BEFORE ME, _____
 A NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE: _____

PRINT NAME: _____

PRINCIPAL PLACE OF BUSINESS: COUNTY OF _____

MY COMMISSION NUMBER IS: _____ AND EXPIRES ON: _____

SURVEYOR'S STATEMENT:

THIS FINAL MAP OF "SUNSET AT STANFORD RANCH SUBDIVISION" PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KB HOME SACRAMENTO, INC. ON SEPTEMBER 30, 2015. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2017 AFTER THE FILING DATE OF THIS MAP AND THAT THE MONUMENTS ARE OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACTED.

DATE _____ JIM C. KOO L.S. 7829
 LICENSE EXPIRES 12/31/16



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION; AND DO HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP; AND DO HEREBY DEDICATE TO THE PUBLIC FOR SPECIFIC PURPOSES THE FOLLOWING:

- (1) A PUBLIC UTILITY EASEMENT (PUE) OVER, ON, ACROSS AND UNDER AND ADJOINING AND LYING OUTSIDE OF THE RIGHT OF WAY OF ALL ROADS (10.00) FOOT WIDE) SHOWN HEREON. THIS EASEMENT SHALL BE AND SHALL CONSIST OF NON-EXCLUSIVE EASEMENTS FOR THE FOLLOWING PURPOSES:
 - A. FOR THE INSTALLATION AND MAINTENANCE OF WATER, GAS AND SANITARY SEWER AND STORM DRAIN PIPES, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, CABLE, TELEPHONE, AND TELECOMMUNICATIONS, AND ALL APPURTENANCES THERETO; FOR SURFACE DRAINAGE, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO.
 - B. FOR CONSTRUCTION AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL.
- (2) A PUBLIC UTILITY EASEMENT AS DEFINED IN (1)A. AND (1)B. ABOVE, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND DESIGNATED P.U.E. AND SHOWN HEREON.
- (3) A PUBLIC UTILITY EASEMENT AS DEFINED IN (1)A. AND (1)B. ABOVE, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED AS MEHRTON CIRCLE.
- (4) AN EASEMENT FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES AS SHOWN OVER LOT E HEREON AND DESIGNATED E.V.A.E. (EMERGENCY VEHICLES ACCESS EASEMENT).

END OF PUBLIC DEDICATIONS

THE OWNERS WILL DEDICATE AN IRREVOCABLE OFFER OF DEDICATION, IN FEE, FOR THE USE OF THE LOT OWNERS OF THE _____ HOMEOWNERS ASSOCIATION THE FOLLOWING:

- (1) LOTS A, B AND C FOR LANDSCAPE PURPOSES, FOR PLACEMENT OF VEGETATION AND IRRIGATION EQUIPMENT, TOGETHER WITH RIGHT TO MAINTAIN, REPAIR, UPGRADE, THE CHARACTERISTICS OF THE LANDSCAPING, IRRIGATION EQUIPMENT AND RELATED APPURTENANCES.
- (2) ACCESS ROAD FOR INGRESS & EGRESS PURPOSES ACROSS THAT AREA DESIGNATED AS LOT E AND SHOWN HEREON AS "P.R.E." (PRIVATE ROAD EASEMENT) FOR THE MUTUAL BENEFIT OF ALL LOTS SHOWN HEREON.
- (3) LOT D FOR PUBLIC UTILITY EASEMENT (P.U.E.) PURPOSES.

END OF PRIVATE DEDICATIONS

KB HOME SACRAMENTO, INC., A CALIFORNIA CORPORATION

BY: _____

PRINT NAME: _____

TITLE: _____

CITY SURVEYOR'S STATEMENT:

I, LARRY M. WING, CITY SURVEYOR, CITY OF ROCKLIN, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP; THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

BY: _____
 LARRY M. WING RCE 29836 DATE _____
 CITY ENGINEER, CITY OF ROCKLIN
 EXPIRES 03/31/2017

CITY COUNCIL STATEMENT:

THE CITY COUNCIL OF THE CITY OF ROCKLIN ON THE ____ DAY OF _____, 2016, BY RESOLUTION NO. _____, DID APPROVE THIS FINAL MAP OF SUNSET AT STANFORD RANCH SUBDIVISION, (SUBDIVISION NO. SD2014-0004), AND ACCEPTED, ON BEHALF OF THE CITY OF ROCKLIN AND THE PUBLIC, ALL PARCELS OF LAND OFFERED FOR DEDICATION IN CONFORMANCE WITH THE TERMS OF THE OFFER OF DEDICATION SUBJECT TO COMPLETION AND ACCEPTANCE OF PUBLIC IMPROVEMENTS, AND FURTHER ACCEPTED, ON BEHALF OF THE PUBLIC AND UTILITY AGENCIES, THE EASEMENTS FOR PUBLIC USE AS SHOWN HEREON AND THE PUBLIC UTILITY EASEMENTS OVER, ABOVE, ON, UNDER AND ACROSS THE PRIVATE STREETS IN CONFORMANCE WITH THE TERMS OF THE OFFER OF DEDICATION.

PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA, THAT PORTIONS OF EASEMENTS IN NOTE 3 ON SHEET 2, LYING WITHIN THE BOUNDARY OF THIS SUBDIVISION AND NOT SHOWN HEREON IS HEREBY ABANDONED.

BY: _____
 BARBARA IVANUSICH
 CITY CLERK, CITY OF ROCKLIN, CALIFORNIA

RECORDER'S STATEMENT:

FILED THIS ____ DAY OF _____, 2016 AT _____ M., IN BOOK _____ OF MAPS, AT PAGE _____, PLACER COUNTY RECORDS, AT THE REQUEST OF BURRELL CONSULTING GROUP, INC. TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

DOCUMENT NO. 2016-_____ JIM MCCAULLY
 PLACER COUNTY RECORDER

FEE: _____ BY: _____
 DEPUTY

SUBDIVISION NO. SD2014-0004 SUNSET AT STANFORD RANCH SUBDIVISION

BEING A SUBDIVISION OF A PARCEL 8, 32 P.M. 147,
AND PARCELS 1 & 2 OF LOT LINE ADJUSTMENT,
DOC. 2015-0086926, AND PARCEL 1 OF LOT LINE
ADJUSTMENT, DOC. 2015-086928,
ALSO BEING A PORTION OF S.E. 1/4 OF SECTION 14,
T. 11 N., R. 6 E., M.D.M.

CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA

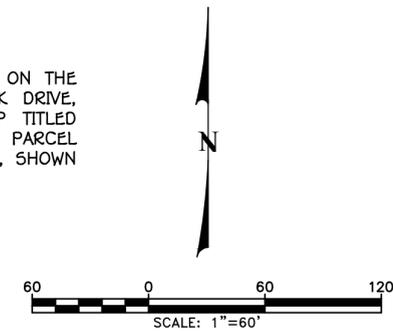
JULY 2016 SHEET 2 OF 4



1001 Enterprise Way, Suite 100
Roseville, CA 95678 (916) 783-8898

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE MONUMENTED CENTERLINE OF PEBBLE CREEK DRIVE, AS SHOWN ON THAT CERTAIN PARCEL MAP TITLED "STANFORD PLAZA", FILED IN BOOK 32 OF PARCEL MAPS, PAGE 147, PLACER COUNTY RECORDS, SHOWN THEREON TO BE NORTH 49°01'02" EAST.



LEGEND

- ✱ FOUND 3/4" IRON PIPE PER 32-P.M.-147
- ⊗ SET 3/4" IRON PIPE TAGGED L5 7829
- ⊙ SET LEAD & TACK TAGGED L5 7829
- DIMENSION POINT (NOTHING FOUND OR SET)
- O.R. OFFICIAL RECORDS
- (R) RADIAL
- E5MT EASEMENT
- P.R.E. PRIVATE ROAD EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- W.E. WATER EASEMENT

REFERENCES

- (1) 32-P.M.-147
- (2) 30-P.M.-78
- (3) 29-P.M.-138
- (4) 30-P.M.-83
- (5) 30-P.M.-153
- (6) 2015-0086926, O.R.
- (7) 2015-0086928, O.R.

NOTES:

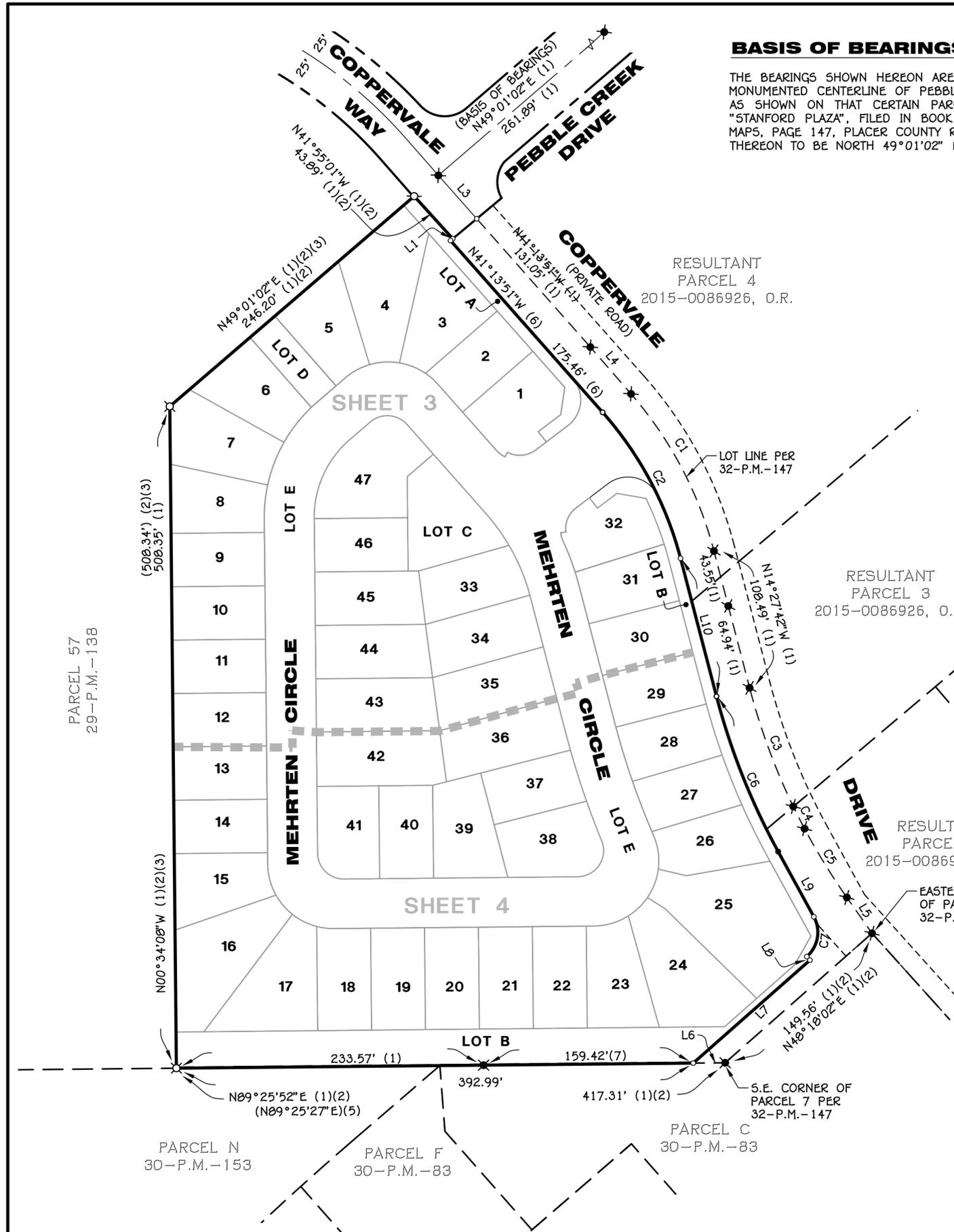
1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA AND ARC LENGTH. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF. DUE TO ROUNDING THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
2. THIS SUBDIVISION CONTAINS 5.46+ ACRES, INCLUDING 47 RESIDENTIAL LOTS AND 5 LETTERED LOTS.
3. FRONT OF LOTS WILL BE SET WITH CHISELED SLASH ON TOP BACK OF CURB ON LOT LINES PROJECTED.
4. ALL REAR LOT CORNERS WILL BE SET WITH A 5/8" REBAR WITH PLASTIC PLUG STAMPED "L.S. 7829".
5. A GEOTECHNICAL ENGINEERING REPORT WAS PREPARED BY WALLACE KUHL & ASSOCIATES, WKA NO. 10668.02 DATED AUGUST 14, 2015.
6. LOTS A, B, C, D AND E WILL BE GRANTED IN FEE TO HOME OWNERS ASSOCIATION BY SEPARATE INSTRUMENT.
7. ALL OF LOTS A, B AND D ARE PUBLIC UTILITY EASEMENT (PUE) DEDICATED ON THIS MAP.
8. THIS SUBDIVISION WILL BE SUBJECT TO HOA COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS.
9. LOT E CONSISTS OF A PRIVATE STREET NAMED PEBBLE CREEK CIRCLE.

LINE TABLE

| LINE | BEARING | DISTANCE |
|------|--------------------|-------------|
| L1 | N49°57'05"E (6) | 2.19' (6) |
| L2 | N49°57'05"E (1) | 23.82' (1) |
| L3 | N41°13'51"E (1) | 44.28' (1) |
| L4 | N40°42'42"W (1) | 47.43' (1) |
| L5 | N34°52'14"W (1) | 33.53' (1) |
| L6 | N89°25'52"E (1)(7) | 24.32' (7) |
| L7 | N48°18'02"E (7) | 118.93' (7) |
| L8 | N41°41'58"W (7) | 3.61' (7) |
| L9 | N28°27'30"W (7) | 56.95' (7) |
| L10 | N14°27'42"W (6) | 109.42' |

CURVE TABLE

| CURVE | DELTA | RADIUS | LENGTH | CH BEARING | CH DISTANCE |
|-------|---------------|----------------|-------------|-----------------|-------------|
| C1 | 26°14'52" (1) | 300.00' (1) | 137.43' | N27°35'08"W (1) | 136.23' (1) |
| C2 | 26°46'09" (6) | 274.00' (6) | 128.02' (6) | N27°50'46"W | 126.85' |
| C3 | 11°07'44" (1) | 500.00' (1) | 97.12' | N20°01'34"W (1) | 96.97' (1) |
| C4 | 02°11'18" (1) | 500.00' (1) | 19.10' | N26°41'05"W (1) | 19.10' (1) |
| C5 | 07°05'30" (1) | 500.00' (1) | 61.88' | N31°19'29"W (1) | 61.85' (1) |
| C6 | 13°59'48" | 526.00' (6)(7) | 128.50' | N21°27'36"W | 128.18' |
| C7 | 76°45'32" (7) | 25.00' (7) | 33.49' (7) | N9°55'16"E | 31.04' |



LINE TABLE

| LINE | BEARING | DISTANCE |
|------|-----------------|------------|
| L1 | N49°57'05"E (6) | 2.19' (6) |
| L2 | N49°57'05"E (1) | 23.82' (1) |

NOTES

SEE SHEET 2 FOR BASIS OF BEARING, LEGEND AND NOTES.



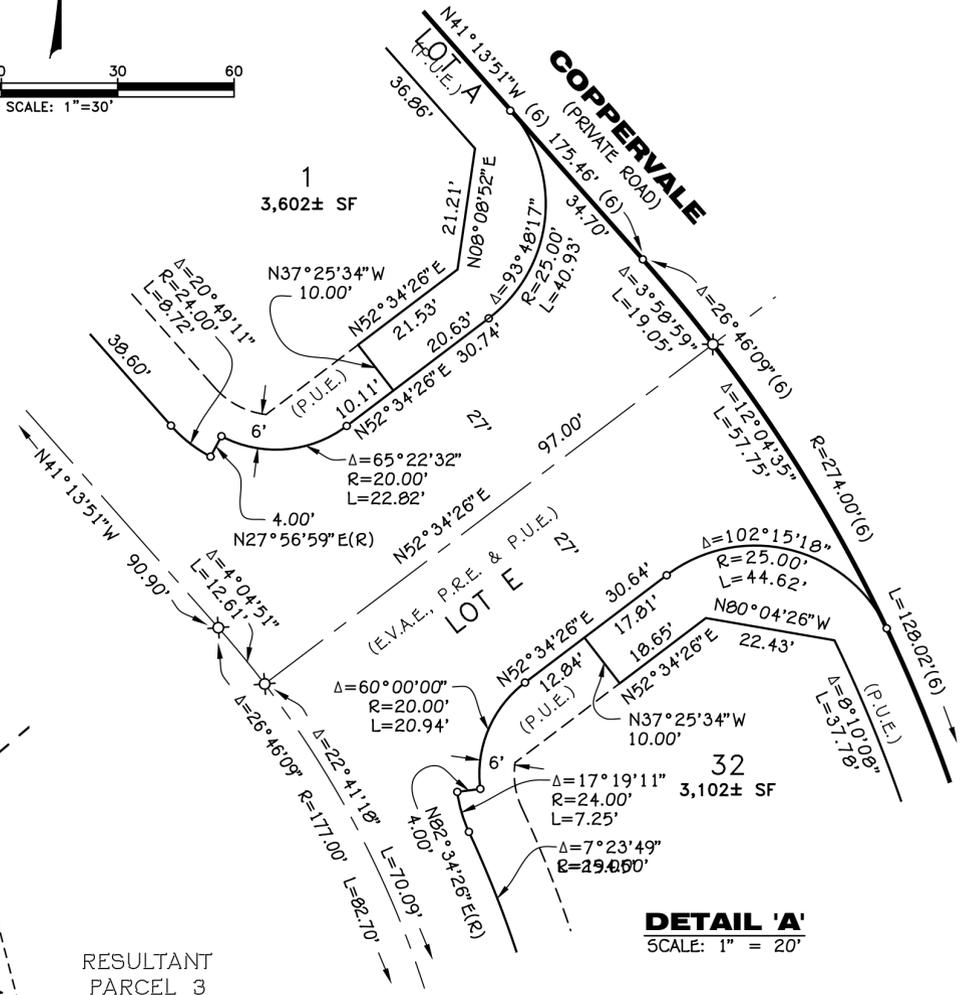
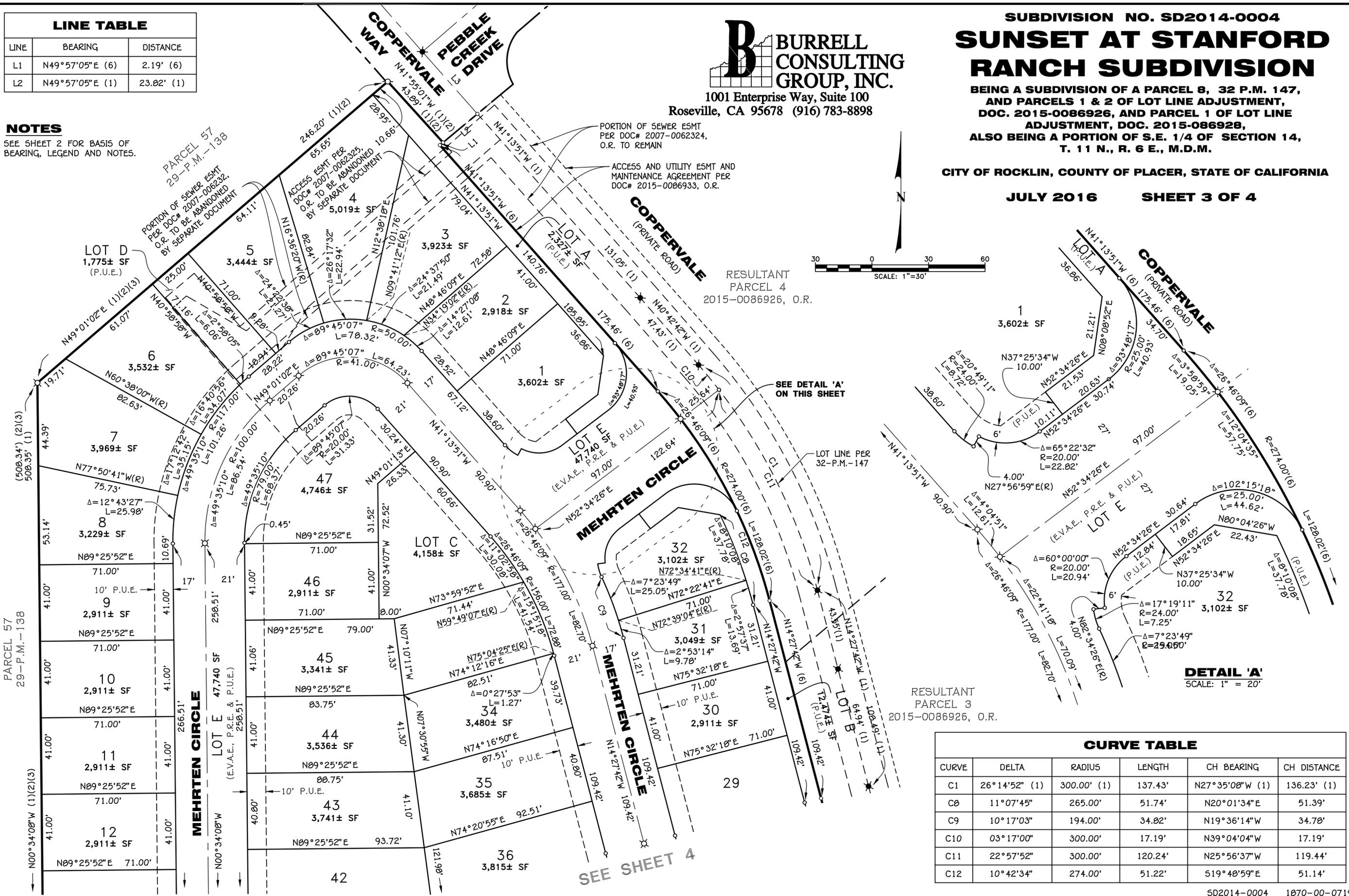
1001 Enterprise Way, Suite 100
Roseville, CA 95678 (916) 783-8898

SUBDIVISION NO. SD2014-0004
SUNSET AT STANFORD RANCH SUBDIVISION

BEING A SUBDIVISION OF A PARCEL 8, 32 P.M. 147, AND PARCELS 1 & 2 OF LOT LINE ADJUSTMENT, DOC. 2015-0086926, AND PARCEL 1 OF LOT LINE ADJUSTMENT, DOC. 2015-086928, ALSO BEING A PORTION OF S.E. 1/4 OF SECTION 14, T. 11 N., R. 6 E., M.D.M.

CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA

JULY 2016 SHEET 3 OF 4



CURVE TABLE

| CURVE | DELTA | RADIUS | LENGTH | CH BEARING | CH DISTANCE |
|-------|---------------|-------------|---------|-----------------|-------------|
| C1 | 26°14'52" (1) | 300.00' (1) | 137.43' | N27°35'08"W (1) | 136.23' (1) |
| C8 | 11°07'45" | 265.00' | 51.74' | N20°01'34"E | 51.39' |
| C9 | 10°17'03" | 194.00' | 34.82' | N19°36'14"W | 34.78' |
| C10 | 03°17'00" | 300.00' | 17.19' | N39°04'04"W | 17.19' |
| C11 | 22°57'52" | 300.00' | 120.24' | N25°56'37"W | 119.44' |
| C12 | 10°42'34" | 274.00' | 51.22' | S19°48'59"E | 51.14' |

SUBDIVISION NO. SD2014-0004
SUNSET AT STANFORD
RANCH SUBDIVISION

BEING A SUBDIVISION OF A PARCEL 8, 32 P.M. 147,
 AND PARCELS 1 & 2 OF LOT LINE ADJUSTMENT,
 DOC. 2015-0086926, AND PARCEL 1 OF LOT LINE
 ADJUSTMENT, DOC. 2015-086928,
 ALSO BEING A PORTION OF S.E. 1/4 OF SECTION 14,
 T. 11 N., R. 6 E., M.D.M.

CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA

JULY 2016 SHEET 4 OF 4



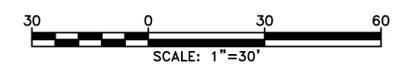
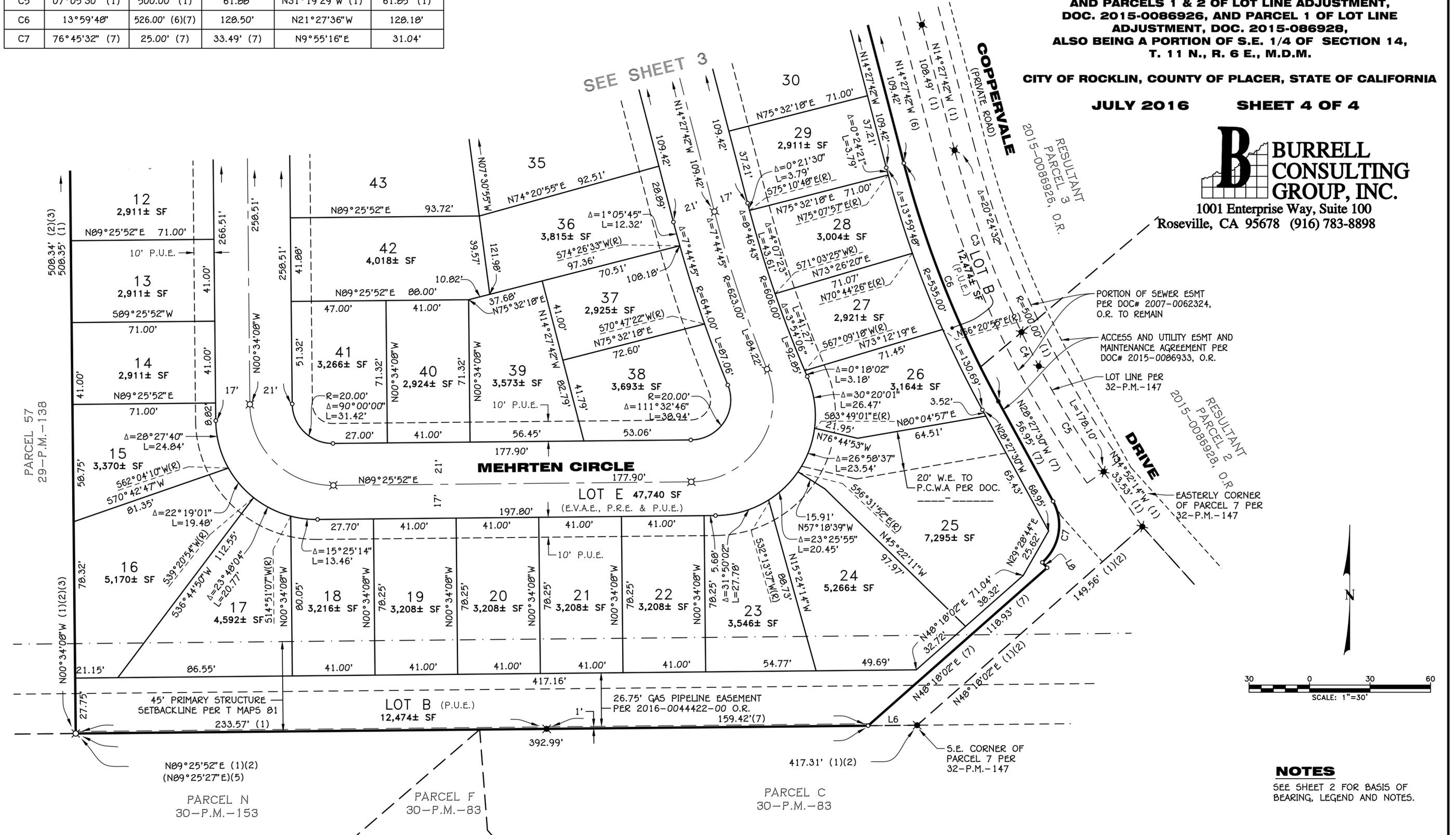
1001 Enterprise Way, Suite 100
 Roseville, CA 95678 (916) 783-8898

CURVE TABLE

| CURVE | DELTA | RADIUS | LENGTH | CH BEARING | CH DISTANCE |
|-------|---------------|----------------|------------|-----------------|-------------|
| C3 | 11°07'44" (1) | 500.00' (1) | 97.12' | N20°01'34"W (1) | 96.97' (1) |
| C4 | 02°11'18" (1) | 500.00' (1) | 19.10' | N26°41'05"W (1) | 19.10' (1) |
| C5 | 07°05'30" (1) | 500.00' (1) | 61.88' | N31°19'29"W (1) | 61.85' (1) |
| C6 | 13°59'48" | 526.00' (6)(7) | 128.50' | N21°27'36"W | 128.18' |
| C7 | 76°45'32" (7) | 25.00' (7) | 33.49' (7) | N9°55'16"E | 31.04' |

LINE TABLE

| LINE | BEARING | DISTANCE |
|------|--------------------|------------|
| L6 | N89°25'52"E (1)(7) | 24.32' (7) |
| L8 | N41°41'58"W (7) | 3.61' (7) |



NOTES
 SEE SHEET 2 FOR BASIS OF BEARING, LEGEND AND NOTES.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

STAFF REPORT

To: Board of Directors

From: Eric Nielsen, District Engineer

Cc: Herb Niederberger, General Manager

Subject: Credit and Reimbursement Agreements for the Rocklin 60 Subdivision Project

Meeting Date: August 4, 2016

Background

The Rocklin 60 Subdivision Project (Project) will extend an 18-inch trunk sewer to the southern end of Dias Lane (i.e., the upstream boundary of the project). The 18-inch trunk sewer is identified in the District's current System Evaluation and Capacity Assurance Plan (SECAP) as a Major Facility. As such, the construction of said trunk sewer is eligible for credit and reimbursement per Ordinance 15-01. Taylor Morrison Service, Incorporated (the Project owner/developer) sent a letter on May 16, 2016 requesting to enter a credit agreement and a reimbursement agreement with the District for construction of this Major Facility.

The extension of the 18-inch trunk sewer construction as part of the Project will terminate at the southern end of Dias Lane. The District's Lower Loomis Diversion Line Project, which is planned to start construction in the spring of 2017, will extend this trunk sewer upstream to the area near the interchange of Interstate 80 and Horseshoe Bar Road.

The templates for these agreements were prepared by the District's legal counsel and updated to reflect the details of this project. The agreements are in accordance with Ordinance 15-01 and outline the terms, conditions, amount of credit/reimbursement, and time frame for reimbursement.

Recommendation

Staff recommends that the Board approve Resolution 16-17 authorizing the General Manager to sign the attached Credit and Reimbursement Agreements on behalf of the District, and limit change order authorization to 10% of the contract amount unless approved by the Board.

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

Goal 2.3: Prevent and mitigate sanitary sewer overflows (SSOs).

Goal 3.2: Provide engineering and design to optimize the capital improvement program.

Related District Ordinances and Policies

This action relates to the following SPMUD Ordinances and Policies:

Ordinance 15-01: Requirements for Credit and Reimbursement Agreements

Fiscal Impact

Per Ordinance 15-01, the project will be credited \$52,500. The credit will be applied uniformly to the 35 residential lots of the credit area.

The reimbursement agreement is for \$741,989.58 and is determined by the construction contract awarded by the competitive bid process plus eight percent of the cost of construction as an offset for engineering costs.

Attachments:

1. Letter from Taylor Morrison, "Request for Credit Agreement and Reimbursement Agreement" dated May 16, 2016.
2. Resolution No. 16-17 – Authorization to Enter Credit and Reimbursement Agreements for the Rocklin 60 Subdivision Project.
3. Credit Agreement for the Acquisition or Construction of Major Facilities – Taylor Morrison Services, Incorporated – Rocklin 60 Subdivision-Phase 3 18-inch Trunk Sewer Facilities.
4. Reimbursement Agreement for the Acquisition or Construction of Major Facilities – Taylor Morrison Services, Incorporated – Rocklin 60 Subdivision-Phase 3 18-inch Trunk Sewer Facilities.



Taylor Morrison of California, LLC
81 Blue Ravine Road, Suite 220
Folsom, CA 95630
916-605-0643

May 16, 2016

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

RE: Request for Credit Agreement and Reimbursement Agreement

Dear Mr. Niederberger,

As required by South Placer Municipal Utility District, please accept this letter as Taylor Morrison's application for a Credit Agreement and a Reimbursement Agreement for the Rocklin 60 18" Trunk Sewer in Phase 3.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. Martin", is written over the typed name and title.

Greg Martin
Land Project Manager

SOUTH PLACER MUNICIPAL UTILITY DISTRICT
RESOLUTION NO. 16-17
RESOLUTION FOR THE AUTHORIZATION TO ENTER
CREDIT AND REIMBURSEMENT AGREEMENTS
FOR THE ROCKLIN 60 SUBDIVISION PROJECT

WHEREAS, Taylor Morrison is the record owner of the real property being developed into the Rocklin 60 residential subdivision, and

WHEREAS, Taylor Morrison will construct Major Facilities of the wastewater collection system, as defined in Ordinance 15-01, as part of the Rocklin 60 residential subdivision project and has provided a written request for credits in lieu of payment of sewer participation charges and reimbursement for the cost of construction under the criteria set forth in Ordinance 15-01, and

WHEREAS, Taylor Morrison has designed the Major Facilities in accordance with the District's Standards and Specifications and the improvement plans for said Major Facilities have been approved by the District, and

WHEREAS, Taylor Morrison has competitively bid the construction of the Major Facilities by advertising and awarding the project in the same manner and subject to the same laws and regulations as if the District was advertising and awarding the project, including but not limited to compliance with the California Labor and Public Contracts Code, and

NOW, THEREFORE BE IT RESOLVED, by the South Placer Municipal Utility District Board of Directors authorizes the General Manager to enter into the attached credit and reimbursement agreements for the Rocklin 60 Subdivision Project.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 4th day of August 2016.

Signed: _____
William Dickinson, President of the Board of Directors

Attest: _____
Joanna Belanger, Board Secretary

SOUTH PLACER MUNICIPAL UTILITY DISTRICT
REIMBURSEMENT AGREEMENT FOR
THE ACQUISITION OR CONSTRUCTION OF MAJOR FACILITIES

Taylor Morrison Services, Incorporated

Rocklin 60 Subdivision– Phase 3
18-inch Trunk Sewer Facilities

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the SOUTH PLACER MUNICIPAL UTILITY DISTRICT, a statutorily created district operating under the authority of and pursuant to the provisions of the Municipal Utility District Act of the State of California (California Public Utility Code, Section 11501, *et seq.*) (“DISTRICT”), and TAYLOR MORRISON SERVICES, INC., a Delaware corporation (“DEVELOPER”) with reference to the following facts:

RECITALS

A. DISTRICT is the statutorily created public entity responsible for the collection and treatment of sewage to residents and visitors within its jurisdictional boundaries; and

B. The DISTRICT’s Ordinances establishes fees, charges, credits, and regulations for the collection and treatment of sewage within the DISTRICT’s jurisdictional boundaries; and

C. DEVELOPER is currently in the process of developing properties in the City of Rocklin located within the service area of the DISTRICT; and

D. Major Facilities are trunk sewer upgrades and expansion facilities that have been identified by the District’s System Evaluation and Capacity Assurance Plan (SECAP) as necessary to serve new development within the service area boundaries of the DISTRICT; and

E. DISTRICT Ordinance 15-01 provides for allowable reimbursement of construction of major facilities when undertaken by private parties; and

F. Major Facilities are to be located in Rocklin 60 subdivision as shown on Exhibit “A” and will be constructed pursuant to detailed plans and specifications. Said detailed plans and specifications are titled “Approved Revision #4 to the Rocklin 60 Subdivision Improvement Plans Reference # SD-2005-07 (dated May 31, 2016) and Approved Town of Loomis Encroachment Permit plan sheet C1 (dated May 27, 2016)” and constitute the DEVELOPER’s Improvement Plan, the DISTRICT Construction Specifications, and any Technical Provisions as approved in writing

by the DISTRICT Engineer as conforming to DISTRICT standards (hereinafter “Plans and Specifications”); and

G. Construction of the Major Facilities herein described pursuant to the Plans and Specifications is referred to herein as the “PROJECT,” and said PROJECT is consistent with the System Evaluation and Capacity Assurance Plan (SECAP) of the DISTRICT; and

H. The PROJECT is a work of public improvement and the agreement by which it is to be constructed is a public works contract within the meaning of Public Contract Code Section 1101; and

I. DEVELOPER desires and the DISTRICT is willing to allow DEVELOPER to design and construct said PROJECT for the DISTRICT; and

J. The parties intend that in undertaking the PROJECT, DEVELOPER comply with all laws and regulations, including adhering to the applicable requirements of the Public Contract Code and Labor Code in all relevant aspects of the PROJECT; and

K. DISTRICT has arranged for construction inspection by District Inspectors in accordance with DISTRICT’s standards at no cost to DEVELOPER. This does not include outside or contracted inspection services; and

L. Construction of the PROJECT has not been financed by an assessment district, a district formed under the Mello Roos Communities Facility Act (Chapter 2.5 of Title 5, Division 2, Part 1 of the Government Code, commencing at section 53311) or any successor statutes, a special tax district, nor by any similar public infrastructure financing entity; and

M. The PROJECT complies with the California Environmental Quality Act pursuant to the November 23, 2010 adoption of the Rocklin 60 Project Final Environmental Impact Report by the City of Rocklin via Resolution Number 2010-203.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, DISTRICT and DEVELOPER hereby agree as follows:

ARTICLE I **REIMBURSEMENT**

1.1 DESIGN AND CONSTRUCTION OF PROJECT

- a. DEVELOPER shall complete the design and construction of the PROJECT in accordance with the Plans and Specifications, signed by DISTRICT staff and in accordance with this Agreement. Exhibit “B” lists the estimated quantities of work to execute the PROJECT in

accordance with the Plans and Specifications.

- b. DEVELOPER shall comply with all laws, regulations, and local ordinance applicable to constructing the PROJECT. By way of illustration and not limitation, DEVELOPER shall follow and adhere to all pertinent provisions of the Public Contract Code and Labor Code in the administration and dispute resolution of the construction contract. DEVELOPER shall incorporate into the construction contract the current version of the Standard Construction Specifications of DISTRICT (“Standard Construction Specifications”).
- c. DEVELOPER understands and acknowledges that the terms and conditions contained in any contract that DEVELOPER has or may execute with any contractors or material suppliers regarding the construction of PROJECT have no force or effect upon this Agreement.

1.2 ALLOWABLE REIMBURSEMENT

- a. Subject to the conditions stated herein, total DISTRICT reimbursement provided to the DEVELOPER for engineering and construction costs for PROJECT (hereinafter the “Reimbursement Amount”) shall be limited to the amount of SEVEN HUNDRED FORTY ONE THOUSAND NINE HUNDRED EIGHTY NINE DOLLARS AND FIFTY EIGHT CENTS (\$741,989.58), except as set forth in Section 1.3.
 - a. $\$735,638.50$ (see Exhibit B) $\times 0.08\% = \$58,8510.08$ (soft costs) = $\$794,489.58$
 - b. $\$794,489.58 - \$52,500$ (participation charge credit) = $\$741,989.58$.
- b. In accordance with DISTRICT Ordinance 15-01;
 - a. The reimbursement date shall be no later than ten (10) years from the date of acceptance by the DISTRICT, depending on availability of funds, and
 - b. There shall be no prepayment penalties, and
 - c. Interest per annum at the net County of Placer treasury pool rate for the prior fiscal year on the unpaid balance over the remaining period, and
 - d. The reimbursement shall be made inclusive of principal and interest over five (5) years according to the following schedule:
 - i. August 4, 2017
 - ii. August 4, 2018
 - iii. August 4, 2019
 - iv. August 4, 2020
 - v. August 4, 2021
- b. The Reimbursement Amount is determined from Schedules prepared by the DISTRICT considering actual costs of similar projects constructed by the DISTRICT or other suitable source and the actual quantities of work and installed materials, verified by the DISTRICT, as approved by the DISTRICT Engineer for the PROJECT.
- c. DEVELOPER must pay all required fees for the development in connection with the PROJECT, including the DISTRICT sewer Participation Charge, prior to receiving any of

the Reimbursement Amount.

1.3 ADJUSTMENT TO FINAL QUANTITIES AND REIMBURSEMENT

- a. DEVELOPER agrees to make any changes in the construction of the PROJECT as requested by the DISTRICT Engineer. Any such changes in construction shall be consistent with DISTRICT ordinances and policies, and shall also be consistent with County, State, and/or Federal requirements.
- b. The DISTRICT agrees to provide reimbursement for any and all changes made to the Plans and Specifications for the PROJECT that are eligible for reimbursement as determined by the DISTRICT Engineer and that are requested and approved in writing by the DISTRICT Engineer. The DISTRICT may not provide reimbursement for costs which result from changes to the Plans and Specifications that are not eligible for reimbursement or that are not approved in writing by the DISTRICT Engineer prior to construction.
- c. If additional quantities of work exceeding that listed in Exhibit "B" are approved by the DISTRICT Engineer prior to construction, DEVELOPER may request in writing that the DISTRICT provide reimbursement for those additional quantities of work that are verified, final installed quantities for the PROJECT. Reimbursement shall not be allowed for other change orders or claims. Reimbursement determinations shall be based upon Schedules prepared the DISTRICT considering actual costs of similar projects constructed by the District or other suitable source in effect at the time of approval, by all approving authorities, of the Improvement Plan.
- d. The DISTRICT shall not provide reimbursement for work, additional quantities, or increased sizes when the proximate cause of the change is an action or inaction of the owner, DEVELOPER, or his representative.
- e. The DISTRICT shall not provide reimbursement for work, additional quantities or increased sizes intended to accelerate the PROJECT schedule or solely for the benefit or convenience of the DEVELOPER.
- f. Notwithstanding any other terms of this Agreement, reimbursement for changes shall not exceed 10% of the allowable Reimbursement Amount.

1.4 INSPECTION

- a. DISTRICT shall at all times have access to the construction site and DEVELOPER shall furnish DISTRICT with all reasonable information necessary for ascertaining full knowledge of the PROJECT with respect to the progress, workmanship and character of materials and equipment used and employed in the work. All work shall be subject to inspection and approval by DISTRICT's inspection representative. DISTRICT shall be solely responsible for determining acceptability of work pursuant to the Standard

Construction Specifications, including PROJECT design specifications, and all applicable DISTRICT ordinances and policies.

- b. Whenever the contractors retained by DEVELOPER vary the normal period during which work or any portion of it is carried out on each day, DEVELOPER shall give timely notice to the DISTRICT so that the DISTRICT's representative may be present to observe the work in progress. If DEVELOPER fails to give such timely notice, any work done in the absence of the DISTRICT representative will be subject to rejection. DEVELOPER shall give timely notice to the DISTRICT in advance of backfilling or otherwise covering any part of the work so that the DISTRICT's representative may observe the work before it is concealed.
- c. Observation of the work by the DISTRICT shall not relieve DEVELOPER of any of its obligation to complete construction in accordance with the plans and specifications approved by the DISTRICT Engineer and in accordance with the laws, regulations and ordinances specified in Section 1.1 herein above.

1.5 SECURITY

Prior to the commencement of construction, and during construction, DEVELOPER shall provide and shall maintain such fences, barriers, directional signals, lights and flagmen as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the construction work, and as are necessary to prevent unauthorized persons from gaining access to the construction site.

1.6 SHOP DRAWINGS

- a. "Shop drawings" are drawings, diagrams, illustrations, schedules, performance charts, brochures, as-builts, and other data which are prepared by a contractor, subcontractor, manufacturer, supplier, or distributor and which illustrate some portion of the work.
- b. DISTRICT shall have the right to review and approve shop drawings and all submittals for the PROJECT prior to the construction of any portion of the associated work. DEVELOPER shall provide sufficient time in the PROJECT schedule for DISTRICT review time as set forth in the Standard Construction Specifications.
- c. The review of the shop drawings and submittals by DISTRICT shall not be construed as relieving DEVELOPER of the full responsibility for completing construction of the PROJECT in accordance with the terms and conditions of Section 1.1 herein above.

1.7 INTEREST

In the event DISTRICT fails to pay the full amount of reimbursement as defined in Section 1.2 within sixty (60) days from the date of receipt by DISTRICT of an acceptable invoice and complete documentation package from DEVELOPER, and after final acceptance of the PROJECT or the

date which this Agreement is approved by the Board, whichever occurs last, the DISTRICT shall pay DEVELOPER interest per annum on the unpaid balance at the net Placer County treasury pool rate for the prior fiscal year. Interest shall not begin to accrue prior to said date and shall continue until the full reimbursement has been paid to DEVELOPER. The reimbursement date shall be no later than ten (10) years from the date of acceptance by the DISTRICT, depending on availability of funds.

ARTICLE II

CONTRACTOR REQUIREMENTS

2.1 PREVAILING WAGES

- a. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers, and mechanics employed in the execution of said work by DEVELOPER'S Contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at the office of, the Clerk of the Governing Board.
- b. DEVELOPER shall require its contractor to post, at each jobsite, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.
- c. DEVELOPER shall verify that prevailing wage requirements have been met prior to issuing payments to contractors. DEVELOPER shall keep certified payroll records and provide copies to DISTRICT upon request.

2.2 INSURANCE

DEVELOPER shall carry and maintain during the life of this Agreement such public liability, property damage, contractual liability, auto, and worker's compensation insurance coverages at the required levels of coverage per the Standard Construction Specifications, which shall include Builders Risk. Additionally, the DEVELOPER shall require its Contractor to carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, Workers' Compensation and Builders' Risk Insurance as required by the Standard Construction Specifications. The Contractor shall name the DISTRICT as an additional insured.

2.3 DOCUMENTATION

DEVELOPER shall prepare contract documents and obtain all real property interests consisting of both fee and easements interests, governmental permits, and regulatory approvals necessary for the construction and DISTRICT acceptance of the PROJECT in accordance with DISTRICT standards. DEVELOPER shall make all the aforementioned documentation available for DISTRICT review upon request.

ARTICLE III CONVEYANCE

3.1 ACCEPTANCE & CONVEYANCE OF FACILITIES

- a. Final acceptance shall be deemed to have occurred under this Agreement when: (1) the PROJECT has been accepted by the DISTRICT and may be placed into service; and (2) all as-built record drawings and other deliverables identified in the PROJECT Plans and Specifications and this Agreement are submitted and approved to the satisfaction of the DISTRICT. DISTRICT shall provide written notification to DEVELOPER of final acceptance by the DISTRICT.
- b. Once DEVELOPER has completed construction of the PROJECT and the PROJECT has received final acceptance in writing by the DISTRICT, the PROJECT automatically becomes the property of the DISTRICT. At no additional cost to DISTRICT, DEVELOPER shall take any and all actions necessary to convey and vest full, complete, and clear title in said PROJECT facilities to and in the DISTRICT.

3.2 LIENS, CLAIMS, AND ENCUMBRANCES

DEVELOPER shall provide a written guarantee and assurance to the DISTRICT that there are no liens, claims, or encumbrances on the PROJECT prior to final acceptance and reimbursement by the DISTRICT, together with: copies of unconditional final releases from all prime contractors and all subcontractors/vendors that filed 20-day notices; copies of contractor invoices and corresponding DEVELOPER payment checks issued for all reimbursable work; and a copy of the contract(s), as the same may be amended between DEVELOPER and the contractor(s) for the PROJECT. Notwithstanding any other provision or term of this Agreement, the DISTRICT shall have no obligation to make a reimbursement, and no interest shall accrue after final acceptance until DEVELOPER has cleared any and all liens, claims and encumbrances from said facilities, and provided the required documentation, guarantee, and assurance in writing, to the satisfaction of the DISTRICT.

ARTICLE IV **LIABILITY**

4.1 INDEMNIFICATION

DEVELOPER shall indemnify, defend, and hold harmless the DISTRICT, their respective elected representatives, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder. The indemnities set forth in this Section 4.1 shall not be limited by the insurance requirements set forth in this Agreement.

4.2 THIRD PARTIES

DISTRICT does not assume any liability, duty, or obligation to DEVELOPER's contractors, subcontractors, or agents by execution or performance of this Agreement and no contractors, subcontractors, agents or any parties are third party beneficiaries of the Agreement.

4.3 WARRANTY

DEVELOPER hereby warrants the PROJECT as to materials, design and workmanship and should any failure of the PROJECT or any parts thereof occur within a period of one (1) year after final acceptance by the DISTRICT, DEVELOPER shall promptly cause the needed repairs to be made without any expense or cost to the DISTRICT. Final acceptance shall be deemed to have occurred under this Agreement when the PROJECT has been accepted by the DISTRICT and may be placed into service. DISTRICT shall provide written notification to DEVELOPER of final acceptance by the DISTRICT.

DISTRICT is hereby authorized to make warranty repairs if DEVELOPER fails to make, or undertake with due diligence, the aforesaid repairs within twenty (20) days after DEVELOPER is given written notice of such failure. In case of emergency, where in the opinion of the DISTRICT Engineer delay may cause serious hazard to the public, the necessary repairs may be made by the DISTRICT without prior notice to DEVELOPER. In all cases of PROJECT failure within the warranty period where the DISTRICT has taken action in accordance with this Section, DEVELOPER shall reimburse the DISTRICT for any and all costs or expenses, direct and indirect, incurred by the DISTRICT. In the event of DEVELOPER's inability, refusal, or failure to make reimbursement, reimbursement shall be made to the DISTRICT as Additional Obligee under the performance bond.

Notwithstanding any other provision or terms of this Agreement, DISTRICT shall have no obligation to make a reimbursement until DEVELOPER has made warranty repairs to the satisfaction of the DISTRICT.

In the event that DEVELOPER fails to remedy any work hereunder within twenty (20) days of written notice being given, DISTRICT shall be entitled to cause the remedy work to be

accomplished and shall be reimbursed by DEVELOPER for its actual costs in doing so, plus fifteen percent (15%) thereof as agreed reasonable cost of administration, which reimbursement may be applied against any remaining balance of PROJECT reimbursement. DISTRICT's remedies hereunder are cumulative.

ARTICLE V MISCELLANEOUS

5.1 NOTICE

Any notice or other communication to be given to any party pursuant to this Agreement shall be given by delivering same in writing to the parties at the addresses set forth below:

DISTRICT: South Placer Municipal Utility District
 5807 Springview Drive
 Rocklin CA 95677
 Attn: District Engineer

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

Such notice shall be deemed as given when deposited into the United States mail, postage prepaid, addressed to the parties at the address above. Nothing shall preclude the giving of personal notice. A party may change the location for giving notice by giving notice as provided herein.

5.2 NOTICE TO CONTRACTORS

DEVELOPER shall provide a copy of this Agreement to any contractors, subcontractors, or other parties performing work on the construction site, prior to the commencement of construction by said party.

5.3 TERM

The term of this Agreement shall start on the day and year duly executed by all parties and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

5.4 MODIFICATION

Modifications or amendments to this Agreement shall be in writing and executed by all parties.

5.5 ASSIGNMENT

This Agreement and all of the terms and conditions contained herein shall inure to the benefit of and bind the successors and assigns of the DISTRICT and DEVELOPER. Nothing contained herein restricts or prohibits the sale or other transfer of property.

5.6 PUBLIC FINANCING DISTRICTS

If reimbursement is sought from the DISTRICT for the construction of Major Facilities financed by an assessment district, community facilities (Mello Roos) district, special tax district, or any similar public infrastructure financing entity, then any reimbursement from the DISTRICT due there from shall be paid solely to the assessment district, community facilities (Mello Roos) district, special tax district, or any similar public infrastructure financing entity, or its successor, and not to the person constructing or causing the construction of the project. At no cost to the DISTRICT, the person claiming entitlement to reimbursement shall have the entire burden of establishing to the DISTRICT's complete satisfaction that the project is not constructed as a project of an assessment district, community facilities (Mello Roos) district, special tax district, or any similar public infrastructure financing entity. At no cost to the DISTRICT, such DISTRICT satisfaction may include, by way of illustration and not limitation, reimbursement conditioned upon indemnification, bond, mediation, judicial interpleader, and payment of DISTRICT's actual attorney's fees. Notwithstanding the foregoing, the DISTRICT Engineer may determine, in his sole reasonable discretion, that reimbursement may be made to the property owner who constructed the Major Facilities.

If the construction of Major Facilities is financed by a public infrastructure financing entity and where the person, firm or corporation seeking reimbursement has deposited cash into the incidental expense special deposit trust fund established for the financing of the assessment district, reimbursement may be allowed provided all provisions are met. The reimbursable amount shall be the lesser of the amount of the cash deposit or the amount by which the allowable costs for construction exceed the amount of any sewer participation fee credits.

5.7 ENTIRE AGREEMENT

This Agreement along with Exhibit "A" and Exhibit "B" constitute the entire Agreement of the parties relating to the subject matter herein and no other representations or promises have been made by the parties relating to the matters contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day of the year first above written.

"DISTRICT"

South Placer Municipal Utility District,
a California Municipal Utility District

By: _____
General Manager, South Placer Municipal Utility District

"DEVELOPER"

Taylor Morrison Services, Inc.
A Delaware Corporation

By:  _____
Print: JAY PAWELK
Title: VICE PRESIDENT

Reviewed and approved by District General Counsel:

District General Counsel

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

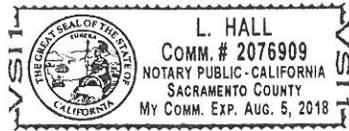
STATE OF California)SS
COUNTY OF Sacramento)

On July 28, 2016, before me, L. Hall, Notary Public, personally appeared Jay Pawlek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
L. Hall



My Commission Expires: August 5, 2018 *This area for official notarial seal*

Notary Name: L. Hall Notary Phone: 916-355-8900
Notary Registration Number: 2076909 County of Principal Place of Business: Sacramento



18-inch Trunk Sewer

COULTER

SNOWBRUSH

BLACK WILLOW

DESERT MALLOW

NOLINO

SILVER LUPINE

MESQUITE

DIAS

0 100 200 Feet

1 inch = 200 feet



EXHIBIT "A"
ROCKLIN 60 - PHASE 3

G:\spmud_gis\mxd\Eric\Rocklin60Ph3ExhibitA.mxd

Date: 7/25/2016

User Name: eric

Morton & Pitalo, Inc.
 Planning - Engineering - Surveying
 75 Iron Point Road, Suite 120
 Folsom, CA 95630
 Telephone (916) 984-7687
 Fax (916) 984-9617

EXHIBIT B

Job Number: 12-0076-00
 Date: 6/7/2016
 Prepared By: TA
 Revised Date: 6/27/2016
 Reviewed By: SP

BID QUANTITY FORM
SPMUD (Sewer Main Installation Phase 3)

| Item No. | Description | Unit | Unit Price | Quantity | Cost |
|----------------------------------------------------------------------|-------------------------------------------------------------------|-----------|---------------|----------|-----------------------|
| Mobilization | | | | | |
| 1 | Mobilization | LS | \$ 35,500.00 | 1 | \$ 35,500.00 |
| 2 | Temporary Tree Protection Fencing | LF | \$ 3.75 | 2,005 | \$ 7,518.75 |
| Subtotal | | | | | \$ 43,018.75 |
| Demolition | | | | | |
| 3 | Clearing, Grubbing & Site Preparation | AC | \$ 9,500.00 | 0.50 | \$ 4,750.00 |
| 4 | Remove Existing Sidewalk | SF | \$ 6.00 | 80 | \$ 480.00 |
| 5 | Tree Removal | EA | \$ 1,350.00 | 6 | \$ 8,100.00 |
| 6 | Remove Split-Rail Fence - Dias Lane | LF | \$ 4.00 | 177 | \$ 708.00 |
| 7 | Sawcut and Remove Existing AC - Dias Lane | SF | \$ 2.75 | 1,317 | \$ 3,621.75 |
| Subtotal | | | | | \$ 17,659.75 |
| Grading & Excavation | | | | | |
| 8 | Earthwork (cut to fill) | CY | \$ 25.00 | 100 | \$ 2,500.00 |
| 9 | Earthwork & Soil Export | CY | \$ 23.00 | 2,000 | \$ 46,000.00 |
| 10 | Rock Utility Blasting and Excavation (note 2) | ALLOWANCE | \$ 250,000.00 | 1 | \$ 250,000.00 |
| 11 | Finish Grading | SF | \$ 1.50 | 14,500 | \$ 21,750.00 |
| Subtotal | | | | | \$ 320,250.00 |
| General Roadwork and Concrete Work | | | | | |
| 12 | Sidewalk- Reinforced SPMUD Access | SF | \$ 25.00 | 80 | \$ 2,000.00 |
| 13 | 3"AC/8"AB- SPMUD Access Road | SF | \$ 6.50 | 6,980 | \$ 45,370.00 |
| 14 | 2' AB Shoulder- SPMUD Access Road | SF | \$ 4.00 | 2,340 | \$ 9,360.00 |
| 15 | 3" AC/8" AB - Dias Lane | SF | \$ 9.00 | 1,785 | \$ 16,065.00 |
| Subtotal | | | | | \$ 72,795.00 |
| Sewer System | | | | | |
| 16 | 60" Sewer Manhole | EA | \$ 15,750.00 | 5 | \$ 78,750.00 |
| 17 | 18" PVC C905 DR 25 Sewer Main (note 1) | LF | \$ 200.00 | 725 | \$ 145,000.00 |
| Subtotal | | | | | \$ 223,750.00 |
| Miscellaneous | | | | | |
| 18 | 6' Tubular Steel Access Gate | EA | \$ 3,625.00 | 1 | \$ 3,625.00 |
| 19 | Post & Cable Access Gate | EA | \$ 1,500.00 | 3 | \$ 4,500.00 |
| 20 | 6' Wood Fence | LF | \$ 45.00 | 150 | \$ 6,750.00 |
| 21 | Split-Rail Fence - Dias Lane | LF | \$ 45.00 | 177 | \$ 7,965.00 |
| 22 | Split-Face CMU Block Retaining Wall | SF | \$ 95.00 | 755 | \$ 71,725.00 |
| 23 | Existing Pole and Overhead Utility Line Protection | LS | \$ 950.00 | 1 | \$ 950.00 |
| 24 | Existing Water Line Protection | LS | \$ 500.00 | 1 | \$ 500.00 |
| 25 | Erosion and Sediment Control | LS | \$ 10,250.00 | 1 | \$ 10,250.00 |
| 26 | Hydroseed- Final Stabilization (note 3) | LS | \$ 2,500.00 | 1 | \$ 2,500.00 |
| 27 | Traffic Control (includes Traffic Control Plan) | LS | \$ 12,000.00 | 1 | \$ 12,000.00 |
| Subtotal | | | | | \$ 120,765.00 |
| SPMUD (Sewer Main Installation Phase 3 - Revision 5 Addendum) | | | | | |
| Mobilization | | | | | |
| 28 | Temporary Tree Protection Fencing - 10' Offset Top of Slope (Add) | LF | \$ 3.75 | 200 | \$ 750.00 |
| Subtotal | | | | | \$ 750.00 |
| Demolition | | | | | |
| 29 | Clearing, Grubbing & Site Preparation (Add) | AC | \$ 9,500.00 | 0.07 | \$ 665.00 |
| 30 | Tree Removal (Add) | EA | \$ 1,350.00 | 2 | \$ 2,700.00 |
| Subtotal | | | | | \$ 3,365.00 |
| Grading & Excavation | | | | | |
| 31 | Earthwork & Soil Export (Add) | CY | \$ 28.00 | 420 | \$ 11,760.00 |
| Subtotal | | | | | \$ 11,760.00 |
| Miscellaneous | | | | | |
| 32 | 6' Wood Fence (Deduct) | LF | \$ 45.00 | (150) | \$ (6,750.00) |
| 33 | Split-Face CMU Block Retaining Wall (Deduct) | SF | \$ 95.00 | (755) | \$ (71,725.00) |
| Subtotal | | | | | \$ (78,475.00) |
| Total | | | | | \$ 735,638.50 |

Notes:

- 1) Line item unit price and quantity includes all effort/cost to install sewer main with the exception of rock excavation and sawcut shown as separate line
- 2) See Section H - Allowances in the bid package for additional information.
- 3) Fee to provide hydroseed of pervious surfaces within the project limits at the completion of the project.

Greg Martin
 JUN 13 2016

SOUTH PLACER MUNICIPAL UTILITY DISTRICT
CREDIT AGREEMENT FOR
THE ACQUISITION OR CONSTRUCTION OF MAJOR FACILITIES

Taylor Morrison Services, Incorporated

Rocklin 60 Subdivision– Phase 3
18-inch Trunk Sewer Facilities

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the SOUTH PLACER MUNICIPAL UTILITY DISTRICT, a statutorily created district operating under the authority of and pursuant to the provisions of the Municipal Utility District Act of the State of California (California Public Utility Code, Section 11501, *et seq.*) (“DISTRICT”) and TAYLOR MORRISON SERVICES, INC., a Delaware corporation (“DEVELOPER”) with reference to the following facts.

RECITALS

A. DISTRICT is the statutorily created public entity responsible for the collection and treatment of sewage to residents and visitors within its jurisdictional boundaries; and

B. The DISTRICT’s Ordinances establishes fees, charges, credits, and regulations for the collection and treatment of sewage within the DISTRICT’s jurisdictional boundaries; and

C. Sewer Participation Charges are required for development pursuant to the DISTRICT’s Ordinances, specifically Section 3 of Sewer Use Ordinance 09-02; and

D. DEVELOPER is currently in the process of developing properties in the City of Rocklin located within the service area of the DISTRICT; and

E. Major Facilities are trunk sewer upgrades and expansion facilities that have been identified by the District’s System Evaluation and Capacity Assurance Plan (SECAP) as necessary to serve new development within the service area boundaries of the DISTRICT; and

F. Major Facilities are to be located in Rocklin 60 subdivision as shown on Exhibit “A” and will be constructed pursuant to detailed plans and specifications. Said detailed plans and specifications are titled “Approved Revision #4 to the Rocklin 60 Subdivision Improvement Plans Reference # SD-2005-07 (dated May 31, 2016) and Approved Town of Loomis Encroachment Permit plan sheet C1 (dated May 27, 2016)” and constitute the DEVELOPER’s Improvement Plan, the DISTRICT Construction Specifications, and any Technical Provisions as approved in writing by the DISTRICT Engineer as conforming to DISTRICT standards (hereinafter “Plans and Specifications”); and

G. Construction of the Major Facilities herein described pursuant to the Plans and Specifications is referred to herein as the "PROJECT," and said PROJECT is consistent with the System Evaluation and Capacity Assurance Plan (SECAP) of the DISTRICT; and

H. The PROJECT is a work of public improvement and the agreement by which it is to be constructed is a public works contract within the meaning of California Public Contract Code Section 1101; and

I. DEVELOPER desires and the DISTRICT is willing to allow DEVELOPER to design and construct said PROJECT for the DISTRICT; and

J. DISTRICT Ordinance 15-01 authorizes credit toward sewer Participation Charges for the construction of Major Facilities when undertaken by private parties; and

K. Construction of the PROJECT has not been financed by an assessment district, a district formed under the Mello Roos Communities Facility Act (Chapter 2.5 of Title 5, Division 2, Part 1 of the Government Code, commencing at section 53311) or any successor statutes, a special tax district, nor by any similar public infrastructure financing entity; and

M. The PROJECT complies with the California Environmental Quality Act pursuant to the November 23, 2010 adoption of the Rocklin 60 Project Final Environmental Impact Report by the City of Rocklin via Resolution Number 2010-203.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, DISTRICT and DEVELOPER hereby agree as follows:

ARTICLE I **CREDIT**

1.1 DESIGN AND CONSTRUCTION OF PROJECT

- a. DEVELOPER shall complete the design and construction of the PROJECT in accordance with the Plans and Specifications, signed by DISTRICT staff, and in accordance with this Agreement. Exhibit "B" lists the estimated quantities of work to execute the PROJECT in accordance with the Plans and Specifications.
- b. DEVELOPER shall comply with all laws, regulations, and local ordinance applicable to constructing the PROJECT. By way of illustration and not limitation, DEVELOPER shall follow and adhere to all pertinent provisions of the Public Contract Code and Labor Code in the administration and dispute resolution of the construction contract. DEVELOPER

shall incorporate into the construction contract the current version of the Standard Construction Specifications of the DISTRICT (“Standard Construction Specifications”).

- c. DEVELOPER understands and acknowledges that the terms and conditions contained in any contract that DEVELOPER has or may execute with any contractors or material suppliers regarding the construction of PROJECT have no force or effect upon this Agreement.

1.2 ALLOWABLE CREDIT

- a. Subject to the conditions stated herein, total DISTRICT sewer Participation Charge credit provided to the DEVELOPER for engineering and construction costs for PROJECT (hereinafter the “Credit Amount”) shall be limited to the amount of FIFTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$52,500.00), except as set forth in Section 1.3.
- b. The Credit Amount shall be applied uniformly to the residential lots of the credit area identified in Exhibit “C”. The maximum sewer Participation Charge credit (in aggregate) that will be applied to residential lots in the credit area identified in Exhibit “C” shall not exceed 50% of the sewer participation fee due for each lot. Unused credits will be adjusted on March 1 of each year at the same annual inflationary rate of the DISTRICT’s sewer participation fees.

1.3 ADJUSTMENT TO FINAL QUANTITIES AND CREDITS

- a. DEVELOPER agrees to make any changes in the construction of the PROJECT as requested by the DISTRICT Engineer. Any such changes in construction shall be consistent with DISTRICT ordinances and policies, and shall also be consistent with County, State, and/or Federal requirements.
- b. The DISTRICT agrees to provide credit for any and all changes made to the Plans and Specifications for the PROJECT that are eligible for credit as determined by the DISTRICT Engineer and that are requested and approved in writing by the DISTRICT Engineer. The DISTRICT may not provide credit for costs which result from changes to the Plans and Specifications that are not eligible for credit or that are not approved in writing by the DISTRICT Engineer prior to construction.
- c. If additional quantities of work exceeding that listed in Exhibit "B" are approved by the DISTRICT Engineer, DEVELOPER may request in writing that the DISTRICT provide credit for those additional quantities of work and verified, final installed quantities for the PROJECT. Credit shall not be allowed for other change orders or claims. Credit determinations shall be based upon in effect at the time of approval, by all approving authorities, of the Improvement Plan.

- d. The DISTRICT shall not provide credit for work, additional quantities or increased sizes when the proximate cause of the change is an action or inaction of the owner, DEVELOPER, or his representative.
- e. The DISTRICT shall not provide credit for work, additional quantities or increased sizes intended to accelerate the PROJECT schedule or that are solely for the benefit or convenience of the DEVELOPER.
- f. Notwithstanding any other terms of this Agreement, credit for changes shall not exceed 10% of the Credit Amount.
- g. The DISTRICT Engineer may allocate credits to the DEVELOPER prior to the satisfactory completion and acceptance of the PROJECT by the DISTRICT. If the PROJECT is not completed or the DISTRICT does not accept the PROJECT, DEVELOPER agrees to repay all credits allocated within 60 days of notice of non-completion or non-acceptance, unless DEVELOPER cures the reasons for non-completion or non-acceptance. Similarly, if final quantities of work verified at PROJECT acceptance are less than estimated by this Agreement, the Credit Amount shall be adjusted to reflect actual quantities installed and accepted. The DEVELOPER shall reimburse DISTRICT for credits applied to sewer Participation Charges exceeding the final, adjusted credit amount within sixty (60) days of invoice.
- h. DEVELOPER shall provide to the DISTRICT on or before the date a Notice to Proceed is issued to the contractor, a Performance Bond and Payment Bond in a form satisfactory to DISTRICT and customarily issued in connection with similar projects. Each bond shall be in the amount of \$735,638.50, ensuring construction of the PROJECT shown on Exhibit A. Said bonds are to be renewed and provided to DISTRICT annually, on or before August 1 each year prior to the PROJECT's final completion and acceptance by DISTRICT, and be increased in an amount by the annual increase reported in the Engineering News Record—Construction Cost Index (ENR-CCI), for the immediately preceding August entry for twenty cities. Said payment and performance bonds shall remain in place until the PROJECT has been accepted by DISTRICT.

1.4 INSPECTION

- a. DISTRICT shall at all times have access to the construction site and DEVELOPER shall furnish DISTRICT with all reasonable information necessary for ascertaining full knowledge of the PROJECT with respect to the progress, workmanship and character of materials and equipment used and employed in the work. All work shall be subject to inspection and approval by DISTRICT's inspection representative. DISTRICT shall be solely responsible for determining acceptability of work pursuant to the Standard Construction Specifications, including PROJECT design specifications, and all applicable DISTRICT ordinances and policies.
- b. Whenever the contractors retained by DEVELOPER vary the normal period during which

work or any portion of it is carried out on each day, DEVELOPER shall give timely notice to the DISTRICT so that the DISTRICT's representative may be present to observe the work in progress. If DEVELOPER fails to give such timely notice, any work done in the absence of the DISTRICT representative will be subject to rejection. DEVELOPER shall give timely notice to the DISTRICT in advance of backfilling or otherwise covering any part of the work so that the DISTRICT's representative may observe the work before it is concealed.

- c. Observation of the work by the DISTRICT shall not relieve DEVELOPER of any of its obligation to complete construction in accordance with the plans and specifications approved by the DISTRICT Engineer and in accordance with the laws, regulations and ordinances specified in Section 1.1 herein above.

1.5 SECURITY

Prior to the commencement of construction, and during construction, DEVELOPER shall provide and shall maintain such fences, barriers, directional signals, lights and flagmen as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the construction work, and as are necessary to prevent unauthorized persons from gaining access to the construction site.

1.6 SHOP DRAWINGS

- a. "Shop drawings" are drawings, diagrams, illustrations, schedules, performance charts, brochures, as-builts, and other data which are prepared by a contractor, subcontractor, manufacturer, supplier, or distributor and which illustrate some portion of the work.
- b. DISTRICT shall have the right to review and approve shop drawings and all submittals for the PROJECT prior to the construction of any portion of the associated work. DEVELOPER shall provide sufficient time in the PROJECT schedule for DISTRICT review time as set forth in the Standard Construction Specifications.
- c. The review of the shop drawings and submittals by DISTRICT shall not be construed as relieving DEVELOPER of the full responsibility for completing construction of the PROJECT in accordance with the terms and conditions of Section 1.1 herein above.

ARTICLE II CONTRACTOR REQUIREMENTS

2.1 PREVAILING WAGES

- a. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor

Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers, and mechanics employed in the execution of said work by DEVELOPER'S Contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at the office of, the Clerk of the Governing Board.

- b. DEVELOPER shall require its contractor to post, at each jobsite, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.
- c. DEVELOPER shall verify that prevailing wage requirements have been met prior to issuing payments to contractors. DEVELOPER shall keep certified payroll records and provide copies to DISTRICT upon request.

2.2 INSURANCE

DEVELOPER shall carry and maintain during the life of this Agreement such public liability, property damage, contractual liability, auto, and worker's compensation insurance coverages at the required levels of coverage per the Standard Construction Specifications, which shall include Builders Risk. Additionally, the DEVELOPER shall require its Contractor to carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, Workers' Compensation and Builders' Risk Insurance as required by the Standard Construction Specifications. The Contractor shall name the DISTRICT as an additional insured.

2.3 DOCUMENTATION

DEVELOPER shall prepare contract documents and obtain all real property interests consisting of both fee and easement interests, governmental permits, and regulatory approvals necessary for the construction and DISTRICT acceptance of the PROJECT in accordance with DISTRICT standards. DEVELOPER shall make all the aforementioned documentation available for DISTRICT review upon request.

ARTICLE III **CONVEYANCE**

3.1 ACCEPTANCE & CONVEYANCE OF FACILITIES

- a. Final acceptance shall be deemed to have occurred under this Agreement when: (1) the PROJECT has been accepted by the DISTRICT and may be placed into service; and (2) all as-built record drawings and other deliverables identified in the PROJECT Plans and Specifications and this Agreement are submitted and approved to the satisfaction of the

DISTRICT. DISTRICT shall provide written notification to DEVELOPER of final acceptance by the DISTRICT.

- b. Once DEVELOPER has completed construction of the PROJECT and the PROJECT has received final acceptance in writing by the DISTRICT, the PROJECT automatically becomes the property of the DISTRICT. At no additional cost to DISTRICT, DEVELOPER shall take any and all actions necessary to convey and vest full, complete, and clear title in said PROJECT facilities to and in the DISTRICT.

3.2 LIENS, CLAIMS, AND ENCUMBRANCES

DEVELOPER shall provide a written guarantee and assurance to the DISTRICT that there are no liens, claims, or encumbrances on the PROJECT prior to final acceptance by the DISTRICT, together with: copies of unconditional final releases from all prime contractors and all subcontractors/vendors that filed 20-day notices; copies of contractor invoices and corresponding DEVELOPER payment checks issued for all creditable work; and a copy of the contract(s), as the same may be amended between DEVELOPER and the contractor(s) for the PROJECT. Notwithstanding any other provision or term of this Agreement, the DISTRICT shall have no obligation to apply credit after final acceptance until DEVELOPER has cleared any and all liens, claims and encumbrances from said facilities, and provided the required documentation, guarantee, and assurance in writing, to the satisfaction of the DISTRICT.

ARTICLE IV LIABILITY

4.1 INDEMNIFICATION

DEVELOPER shall indemnify, defend, and hold harmless the DISTRICT, their respective elected representatives, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder. The indemnities set forth in this Section 4.1 shall not be limited by the insurance requirements set forth in this Agreement.

4.2 THIRD PARTIES

DISTRICT does not assume any liability, duty, or obligation to DEVELOPER's contractors, subcontractors, or agents by execution or performance of this Agreement and no contractors, subcontractors, agents or any parties are third party beneficiaries of the Agreement.

4.3 WARRANTY

DEVELOPER hereby warrants the PROJECT as to materials, design and workmanship and should

any failure of the PROJECT or any parts thereof occur within a period of one (1) year after final acceptance by the DISTRICT, DEVELOPER shall promptly cause the needed repairs to be made without any expense or cost to the DISTRICT. Final acceptance shall be deemed to have occurred under this Agreement when the PROJECT has been accepted by the DISTRICT and may be placed into service. DISTRICT shall provide written notification to DEVELOPER of final acceptance by the DISTRICT.

DISTRICT is hereby authorized to make warranty repairs if DEVELOPER fails to make, or undertake with due diligence, the aforesaid repairs within twenty (20) days after DEVELOPER is given written notice of such failure. In case of emergency, where in the opinion of the DISTRICT Engineer delay may cause serious hazard to the public, the necessary repairs may be made by the DISTRICT without prior notice to DEVELOPER. In all cases of PROJECT failure within the warranty period where the DISTRICT has taken action in accordance with this Section, DEVELOPER shall reimburse the DISTRICT for any and all costs or expenses, direct and indirect, incurred by the DISTRICT. In the event of DEVELOPER's inability, refusal, or failure to make reimbursement, reimbursement shall be made to the DISTRICT as Additional Obligee under the payment and/or performance bond.

Notwithstanding any other provision or terms of this Agreement, DISTRICT shall have no obligation to continue applying credits until DEVELOPER has made warranty repairs to the satisfaction of the DISTRICT.

In the event that DEVELOPER fails to remedy any work hereunder within twenty (20) days of written notice being given, DISTRICT shall be entitled to cause the remedy work to be accomplished and shall be reimbursed by DEVELOPER for its actual costs in doing so, plus fifteen percent (15%) thereof as agreed reasonable cost of administration, which reimbursement may be applied against any remaining balance of PROJECT credit. DISTRICT's remedies hereunder are cumulative.

ARTICLE V MISCELLANEOUS

5.1 NOTICE

Any notice or other communication to be given to any party pursuant to this Agreement shall be given by delivering same in writing to the parties at the addresses set forth below:

DISTRICT: South Placer Municipal Utility District
 5807 Springview Drive
 Rocklin CA 95677
 Attn: District Engineer

DEVELOPER: Taylor Morrison Services, Inc.
 Attn: Division President

Sacramento Division
81 Blue Ravine Road, Suite 220
Folsom, CA 95630

Such notice shall be deemed as given when deposited into the United States mail, postage prepaid, addressed to the parties at the address above. Nothing shall preclude the giving of personal notice. A party may change the location for giving notice by giving notice as provided herein.

5.2 NOTICE TO CONTRACTORS

DEVELOPER shall provide a copy of this Agreement to any contractors, subcontractors, or other parties performing work on the construction site, prior to the commencement of construction by said party.

5.3 TERM

The term of this Agreement shall start on the day and year duly executed by all parties and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

5.4 MODIFICATION

Modifications or amendments to this Agreement shall be in writing and executed by all parties.

5.5 ASSIGNMENT

This Agreement and all of the terms and conditions contained herein shall inure to the benefit of and bind the successors and assigns of the DISTRICT and DEVELOPER. Nothing contained herein restricts or prohibits the sale or other transfer of property.

5.6 PUBLIC FINANCING DISTRICTS

a. **Credits.** Credits for Major Facilities financed by an assessment district, community facilities (Mello Roos) district, special tax district, or similar public infrastructure financing may be allowed by the DISTRICT Engineer. The owner of the property shall immediately notify DISTRICT of any proposal to provide funding for construction of Major Facilities by a public infrastructure financing entity. The DISTRICT may, at its sole discretion, redetermine and reassign credits for sewer participation fees based on the amount of public funding thereby provided.

Any credit allowed shall be for a pro rata portion of those incidental expenses of the public infrastructure financing entity which are considered by the Board to be the ordinary expenses for construction of Major Facilities, and which are not incidental to and peculiar to the public infrastructure financing entity. Such incidental expenses for which credit shall not be allowed include, but are not limited to, attorney fees, preparation of legal descriptions, preparation of documents, all expenses related to the sale of bonds, and other City or County Treasurer's and Infrastructure Finance Section staff's expenses.

b. **Reimbursement.** If reimbursement is sought from the DISTRICT for the construction of Major Facilities financed by an assessment district, community facilities (Mello Roos) district, special tax district, or any similar public infrastructure financing entity, then any reimbursement from the DISTRICT due there from shall be paid solely to the assessment district, community facilities (Mello Roos) district, special tax district, or any similar public infrastructure financing entity, or its successor, and not to the person constructing or causing the construction of the project. At no cost to the DISTRICT, the person claiming entitlement to reimbursement shall have the entire burden of establishing to the DISTRICT's complete satisfaction that the project is not constructed as a project of an assessment district, community facilities (Mello Roos) district, special tax district, or any similar public infrastructure financing entity. At no cost to the DISTRICT, such DISTRICT satisfaction may include, by way of illustration and not limitation, reimbursement conditioned upon indemnification, bond, mediation, judicial interpleader, and payment of DISTRICT's actual attorney's fees. Notwithstanding the foregoing, the DISTRICT Engineer may determine, in his sole reasonable discretion that reimbursement may be made to the property owner who constructed the Major Facilities.

If the construction of Major Facilities is financed by a public infrastructure financing entity and where the person, firm or corporation seeking reimbursement has deposited cash into the incidental expense special deposit trust fund established for the financing of the assessment district, reimbursement may be allowed provided all provisions are met. The reimbursable amount shall be the lesser of the amount of the cash deposit or the amount by which the allowable costs for construction exceed the amount of any sewer participation fee credits.

5.7 ENTIRE AGREEMENT

This Agreement along with Exhibit "A", Exhibit "B", and Exhibit "C" constitute the entire Agreement of the parties relating to the subject matter herein and no other representations or promises have been made by the parties relating to the matters contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day of the year first above written.

"DISTRICT"

South Placer Municipal Utility District,
a California Municipal Utility District

By: _____
Herb Niederberger
General Manager, South Placer Municipal Utility District

"DEVELOPER"

Taylor Morrison Services, Inc.
a Delaware Corporation

By: _____
Print: JAY PAWCEK
Title: VICE PRESIDENT

Reviewed and approved by District General Counsel:

District General Counsel

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Sacramento)

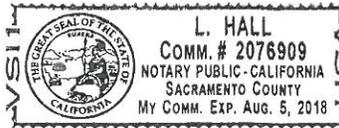
On July 28, 2016, before me, L. Hall, Notary Public, personally appeared Jay Pawlek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

L. Hall



My Commission Expires: August 5, 2018

This area for official notarial seal

Notary Name: L. Hall

Notary Phone: 916-355-8900

Notary Registration Number: 2076909

County of Principal Place of Business: Sacramento



18-inch Trunk Sewer

0 100 200 Feet

1 inch = 200 feet



EXHIBIT "A"
ROCKLIN 60 - PHASE 3

Date: 7/25/2016

User Name: eric

G:\spmud_gis\mxd\Eric\Rocklin60Ph3ExhibitA.mxd

Morton & Pitalo, Inc.
 Planning - Engineering - Surveying
 75 Iron Point Road, Suite 120
 Folsom, CA 95630
 Telephone (916) 984-7687
 Fax (916) 984-9617

EXHIBIT B

Job Number: 12-0076-00
 Date: 6/7/2016
 Prepared By: TA
 Revised Date: 6/27/2016
 Reviewed By: SP

BID QUANTITY FORM
SPMUD (Sewer Main Installation Phase 3)

| Item No. | Description | Unit | Unit Price | Quantity | Cost |
|----------------------------------------------------------------------|-------------------------------------------------------------------|-----------|---------------|----------|-----------------------|
| Mobilization | | | | | |
| 1 | Mobilization | LS | \$ 35,500.00 | 1 | \$ 35,500.00 |
| 2 | Temporary Tree Protection Fencing | LF | \$ 3.75 | 2,005 | \$ 7,518.75 |
| Subtotal | | | | | \$ 43,018.75 |
| Demolition | | | | | |
| 3 | Clearing, Grubbing & Site Preparation | AC | \$ 9,500.00 | 0.50 | \$ 4,750.00 |
| 4 | Remove Existing Sidewalk | SF | \$ 6.00 | 80 | \$ 480.00 |
| 5 | Tree Removal | EA | \$ 1,350.00 | 6 | \$ 8,100.00 |
| 6 | Remove Split-Rail Fence - Dias Lane | LF | \$ 4.00 | 177 | \$ 708.00 |
| 7 | Sawcut and Remove Existing AC - Dias Lane | SF | \$ 2.75 | 1,317 | \$ 3,621.75 |
| Subtotal | | | | | \$ 17,659.75 |
| Grading & Excavation | | | | | |
| 8 | Earthwork (cut to fill) | CY | \$ 25.00 | 100 | \$ 2,500.00 |
| 9 | Earthwork & Soil Export | CY | \$ 23.00 | 2,000 | \$ 46,000.00 |
| 10 | Rock Utility Blasting and Excavation (note 2) | ALLOWANCE | \$ 250,000.00 | 1 | \$ 250,000.00 |
| 11 | Finish Grading | SF | \$ 1.50 | 14,500 | \$ 21,750.00 |
| Subtotal | | | | | \$ 320,250.00 |
| General Roadwork and Concrete Work | | | | | |
| 12 | Sidewalk- Reinforced SPMUD Access | SF | \$ 25.00 | 80 | \$ 2,000.00 |
| 13 | 3"AC/8"AB- SPMUD Access Road | SF | \$ 6.50 | 6,980 | \$ 45,370.00 |
| 14 | 2" AB Shoulder- SPMUD Access Road | SF | \$ 4.00 | 2,340 | \$ 9,360.00 |
| 15 | 3" AC/8" AB - Dias Lane | SF | \$ 9.00 | 1,785 | \$ 16,065.00 |
| Subtotal | | | | | \$ 72,795.00 |
| Sewer System | | | | | |
| 16 | 60" Sewer Manhole | EA | \$ 15,750.00 | 5 | \$ 78,750.00 |
| 17 | 18" PVC C905 DR 25 Sewer Main (note 1) | LF | \$ 200.00 | 725 | \$ 145,000.00 |
| Subtotal | | | | | \$ 223,750.00 |
| Miscellaneous | | | | | |
| 18 | 6' Tubular Steel Access Gate | EA | \$ 3,625.00 | 1 | \$ 3,625.00 |
| 19 | Post & Cable Access Gate | EA | \$ 1,500.00 | 3 | \$ 4,500.00 |
| 20 | 6' Wood Fence | LF | \$ 45.00 | 150 | \$ 6,750.00 |
| 21 | Split-Rail Fence - Dias Lane | LF | \$ 45.00 | 177 | \$ 7,965.00 |
| 22 | Split-Face CMU Block Retaining Wall | SF | \$ 95.00 | 755 | \$ 71,725.00 |
| 23 | Existing Pole and Overhead Utility Line Protection | LS | \$ 950.00 | 1 | \$ 950.00 |
| 24 | Existing Water Line Protection | LS | \$ 500.00 | 1 | \$ 500.00 |
| 25 | Erosion and Sediment Control | LS | \$ 10,250.00 | 1 | \$ 10,250.00 |
| 26 | Hydroseed- Final Stabilization (note 3) | LS | \$ 2,500.00 | 1 | \$ 2,500.00 |
| 27 | Traffic Control (includes Traffic Control Plan) | LS | \$ 12,000.00 | 1 | \$ 12,000.00 |
| Subtotal | | | | | \$ 120,765.00 |
| SPMUD (Sewer Main Installation Phase 3 - Revision 5 Addendum) | | | | | |
| Mobilization | | | | | |
| 28 | Temporary Tree Protection Fencing - 10' Offset Top of Slope (Add) | LF | \$ 3.75 | 200 | \$ 750.00 |
| Subtotal | | | | | \$ 750.00 |
| Demolition | | | | | |
| 29 | Clearing, Grubbing & Site Preparation (Add) | AC | \$ 9,500.00 | 0.07 | \$ 665.00 |
| 30 | Tree Removal (Add) | EA | \$ 1,350.00 | 2 | \$ 2,700.00 |
| Subtotal | | | | | \$ 3,365.00 |
| Grading & Excavation | | | | | |
| 31 | Earthwork & Soil Export (Add) | CY | \$ 28.00 | 420 | \$ 11,760.00 |
| Subtotal | | | | | \$ 11,760.00 |
| Miscellaneous | | | | | |
| 32 | 6' Wood Fence (Deduct) | LF | \$ 45.00 | (150) | \$ (6,750.00) |
| 33 | Split-Face CMU Block Retaining Wall (Deduct) | SF | \$ 95.00 | (755) | \$ (71,725.00) |
| Subtotal | | | | | \$ (78,475.00) |
| Total | | | | | \$ 735,638.50 |

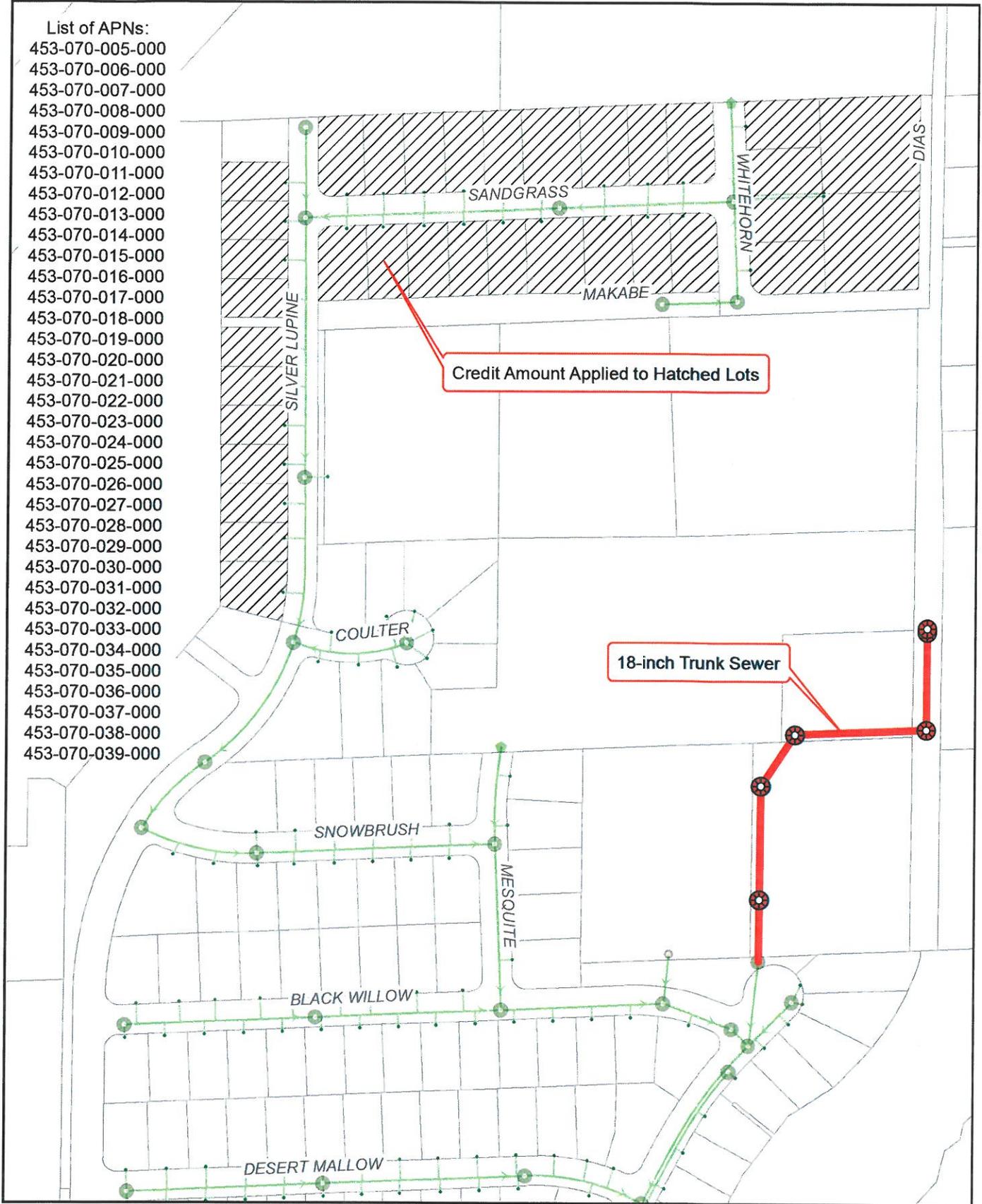
Notes:

- 1) Line item unit price and quantity includes all effort/cost to install sewer main with the exception of rock excavation and sawcut shown as separate line
- 2) See Section H - Allowances in the bid package for additional information.
- 3) Fee to provide hydroseed of pervious surfaces within the project limits at the completion of the project.

Greg Martin
 JUN 13 2016

List of APNs:

- 453-070-005-000
- 453-070-006-000
- 453-070-007-000
- 453-070-008-000
- 453-070-009-000
- 453-070-010-000
- 453-070-011-000
- 453-070-012-000
- 453-070-013-000
- 453-070-014-000
- 453-070-015-000
- 453-070-016-000
- 453-070-017-000
- 453-070-018-000
- 453-070-019-000
- 453-070-020-000
- 453-070-021-000
- 453-070-022-000
- 453-070-023-000
- 453-070-024-000
- 453-070-025-000
- 453-070-026-000
- 453-070-027-000
- 453-070-028-000
- 453-070-029-000
- 453-070-030-000
- 453-070-031-000
- 453-070-032-000
- 453-070-033-000
- 453-070-034-000
- 453-070-035-000
- 453-070-036-000
- 453-070-037-000
- 453-070-038-000
- 453-070-039-000



Credit Amount Applied to Hatched Lots

18-inch Trunk Sewer

0 100 200 Feet
 1 inch = 200 feet



EXHIBIT "C"
ROCKLIN 60 - PHASE 3

Date: 7/25/2016

User Name: eric

G:\spmud_gis\mxd\Eric\Rocklin60Ph3ExhibitC.mxd

SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT

To: Board of Directors

From: Eric Nielsen, District Engineer

Cc: Herb Niederberger, General Manager

Subject: Out-of-Service-Area Agreement (Berry) and LAFCO Resolution for Application

Meeting Date: August 4, 2016

Overview

The installation of the Upper Antelope Creek Sewer Project in Swetzer Road connected remote service areas of the South Placer Municipal Utility District and traversed an area in Placer County currently outside the District's service area boundaries. Michael and Katie Berry have a residence located at 2258 Swetzer Road, Penryn, California (APN 032-171-019-000) and is being required by the Placer County Building Department to connect to the public sewer adjacent to their property. Because the property is currently located outside the District's service area boundaries, the Berry's must coordinate with Placer County Local Area Formation Commission (Placer LAFCO) and apply for an Out-of-Area Service Agreement with the District. The service provided would be in accordance with the District's Sewer Use Ordinance 09-02.

The District entered an Out-of-Area Service Agreement with the Aguilar's (APN 032-171-053-000 and 032-171-052-000) in early 2016 through this same process. Placer LAFCO would rather annex all of the parcels in this area along Swetzer Road at one time, instead of one at a time. At such time as the area along Swetzer Road is ever annexed to SPMUD, the property owners will be obligated to pay their fair share of costs of the annexation.

Recommendation

Staff recommends that the Board of Directors:

1. Adopt the attached resolution authorizing the General Manager to apply with Placer LAFCO for an Out-of-Area Service Agreement.
2. Authorize the General Manager to execute said Out-of-Area Service Agreement for the provision of sewer collection services for APN 032-171-019-000.

Strategic Plan Goals

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.1 – Engage Customers to Determine Expectations

Goal 7.1 – Work with Regional Partners and Analyze Growth Opportunities

Fiscal Impact

The property owners are responsible for all the Placer LAFCO processing costs for an Out-of-Area Service Agreement. The cost to the District in staff time is compensated for through the Out-of-Area Service Agreement fee as outlined on the current fee schedule.

Enc: Resolution No. 16-18 – Application by South Placer Municipal Utility District Establishing Out-of-Area Service Agreement to APN 032-171-019-000 with Exhibits A and B

Draft Out-of-Area Service Agreement for APN 032-171-019-000

Written Request from the Berrys

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 16-18

RESOLUTION OF APPLICATION BY SOUTH PLACER MUNICIPAL UTILITY DISTRICT

ESTABLISHING OUT-OF- AREA SERVICE AGREEMENT TO

APN 032-171-019-000

WHEREAS, The South Placer Municipal Utility District (District) desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 et seq) for sewer service extension outside the District's boundaries (Government Code Section 56133).

WHEREAS, the territory proposed to be provided services outside the boundaries of the DISTRICT, and a description of the boundaries of the territory is set forth in Exhibit A attached hereto and incorporated herein by reference, and

WHEREAS, Section 56133 of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 allows provisions of services outside of the District boundaries if said property is within the District's sphere of influence.

WHEREAS, this proposal is within and consistent with the sphere of influence of the DISTRICT, and

WHEREAS, the reason for the proposed extension of services is to provide sewage disposal services for a residence.

WHEREAS, it is desired to provide that the proposed agreement to provide services be subject to the following terms and conditions:

1. Said property shall be annexed into the DISTRICT if adjacent properties are to annex into the DISTRICT.
2. Said property shall be annexed into the DISTRICT if the property is subdivided.

WHEREAS, a plan for providing services has been prepared in accordance with Government Code Section 56653 and will be submitted herewith as Exhibit B,

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the South Placer Municipal Utility District that this Resolution of Application is hereby adopted, and the Placer Local Agency Formation Commission is hereby requested to take the above-requested action according to the terms and conditions stated herein, all in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 4th day of August 2016.

Signed: _____
William Dickinson, President of the Board of Directors

Attest: _____
Joanna Belanger, Board Secretary

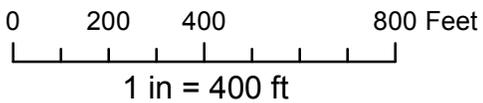
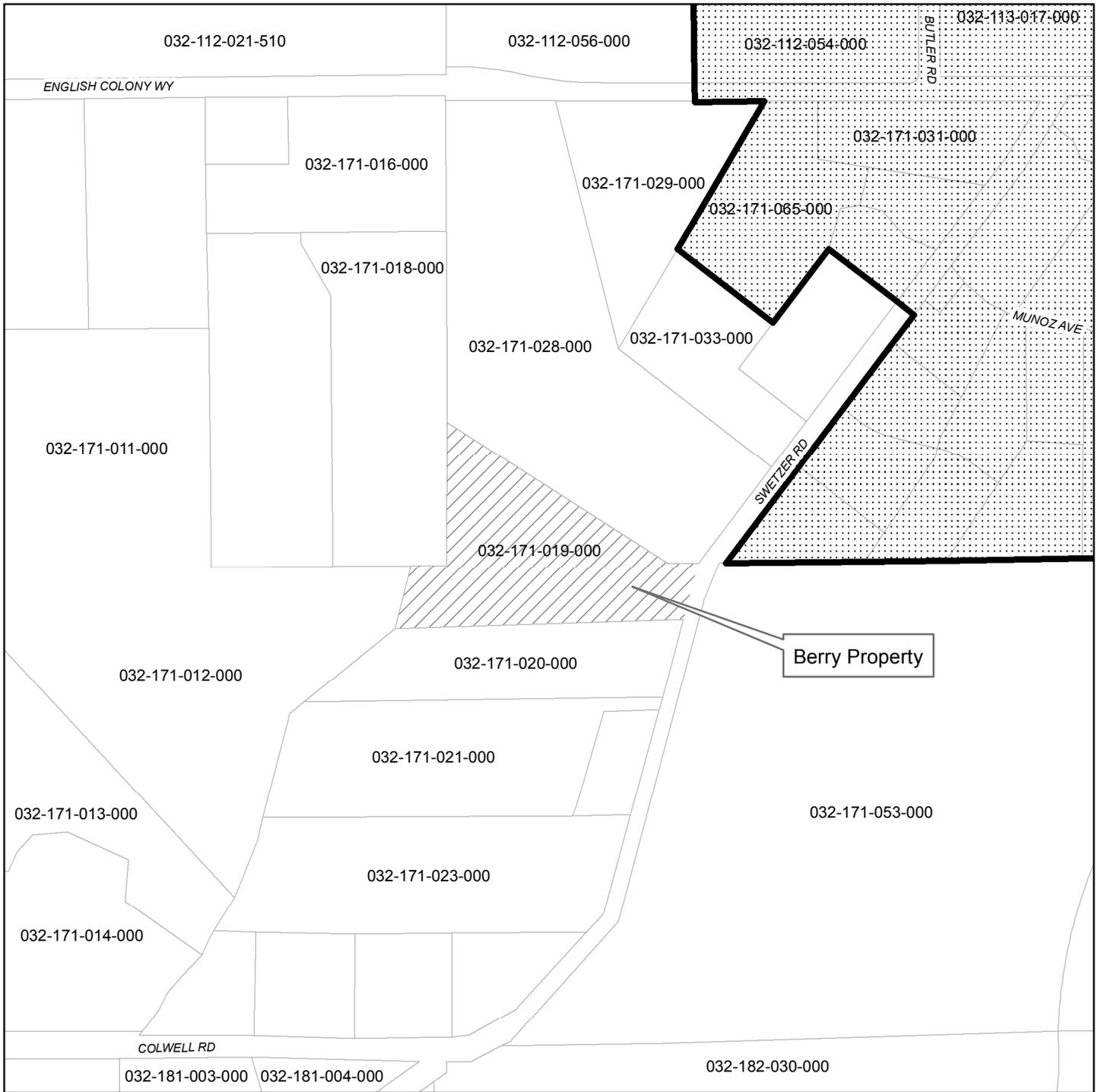


Exhibit A

Legend

 SPMUD Boundary

Parcels

 Parcels

APN

 032-171-019-000

Date: 7/26/2016

Author: Eric Nielsen

Document Path: G:\spmud_gis\mxd\Eric\LAFCO_Berry.mxd

Plan for Providing Sewer Services to APN 032-171-019-000

Government Code Section 56653.

- (a) If a proposal for a change of organization or reorganization is submitted pursuant to this part, the applicant shall submit a plan for providing services within the affected territory.*
- (b) The plan for providing services shall include all of the following information and any additional information required by the commission or the executive officer:*

(1) An enumeration and description of the services to be extended to the affected territory.

- a. Sanitary Sewer Collection Service – collection of sewage from the building and transportation, via pipes, to the treatment facility.
- b. Sanitary Sewer Treatment Service (disposal) via the City of Roseville’s Dry Creek Waste Water Treatment Plant (WWTP)

(2) The level and range of those services.

Services provided include collection, transportation and treatment, as well as 24-hour emergency services related to sewer problems.

(3) An indication of when those services can feasibly be extended to the affected territory.

The sewer utility is readily available for connection. The District owns and operates an 8-inch trunk sewer pipe that is located in Swetzer Road, which abuts the property being served (see Exhibit A).

(4) An indication of any improvement or upgrading of structures, roads, sewer or water facilities, or other conditions the local

In order to connect to the District’s facilities the owner is required to construct, at his/her expense, the building sewer for the dwelling. All work shall be in accordance with District’s Ordinance 09-02 and District Standard Specifications.

(5) Information with respect to how those services will be financed.

Monthly service fees, collected from those connected to the District’s sewer system, cover the cost of services provided. All applicable District fees, including but not limited to, Connection and Inspection fees must be received by the District prior to connection.

**OUT-OF-AREA SERVICE AGREEMENT
FOR PROVISION OF SEWER SERVICES**

This Agreement (“Agreement”) is made and entered into to be effective as of the _____ day of _____, 2016 (the “Effective Date”) by and among the South Placer Municipal Utility District (“District”), a California Municipal Utility District, the Placer County Local Agency Formation Commission (“LAFCO”) and Michael and Katie Berry (the “Berrys” or “Owners”). The District, LAFCO and the Berrys may sometimes be referred to individually as “Party” or collectively as “Parties” throughout this Agreement.

RECITALS

WHEREAS, the real property proposed to be provided sewer collection and treatment services, identified in the Official Records of the County of Placer at APN 032-171-019-000 (hereinafter the “Property”), is located outside the exterior boundaries of the South Placer Municipal Utility District (the “District”), and is uninhabited; and

WHEREAS, the record Owners of the Property, the Berry, desire to have sewer service provided by the District in order to construct/make improvements to a residence thereon; and

WHEREAS a description of the boundaries of the Property is set forth in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Section 56133 of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 et seq) allows for provision of services outside of the District boundaries if said property is within the District’s sphere of influence; and

WHEREAS, the District desires to initiate proceedings with the Placer County Local Agency Formation Commission pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, to provide sewer services outside of the District’s boundaries for the Property through an Out-of Area Service Agreement; and

WHEREAS, the reason for the proposed extension of services is to provide sewage disposal services for a residence and the District is the only public utility suitable for providing said sewage disposal services to the Property; and

WHEREAS, this proposal is within and consistent with the sphere of influence of the District; and

WHEREAS, a plan for providing services has been prepared in accordance with Government Code Section 56653 and is attached hereto as Exhibit B and incorporated by reference herein; and

WHEREAS, said Property shall be annexed into the District if and when adjacent properties are annexed into the District.

AGREEMENT

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

1. Recitals

The Recitals herein are expressly made part of this Agreement.

2. Sewer Service to the Property

2.1 District Shall Provide Sewer Service to the Property

The District shall provide sewer service to the Property pursuant to the plan for providing services as set forth in Exhibit B, attached hereto. Said service is conditioned upon the payment by the Owners of the Property of all regional and local connection fees, service charges and inspection fees established by the District, and compliance by the Property owners with all rules, regulations and procedures established by the District for the provision of sewer services to customers located within its boundaries, and all requirements for new service connections applicable to customers within the District's boundaries. All fees, costs and expenses associated with the preparation, processing and approval of this Agreement by the District and LAFCO shall be borne solely by the Owners.

2.2 Term of Service

Until such time as the District annexes the Property when adjacent properties are annexed, the District shall provide sanitary sewer service to the Property as if it was within the District's boundaries. Owners shall also pay the pro-rata share of the annexation fees applicable to the Property in connection with the annexation of the Property to the District when such occurs.

2.3 Level of Service

The District shall maintain the same level of service to the Property the District maintains in its overall service area in accordance with Federal, State and regional laws, regulations and permits.

2.4 System Maintenance

The District (by means of its contractors, agents or employees) shall own, operate, rehabilitate, replace and maintain the District sewer collection facilities located within its easement on Swetzer that service the Property.

3. District May Collect Sewer Fees and Charges

The District shall be entitled to charge fees and other charges to the extent permitted by law to provide sewer services to the Property consistent with fees and other charges to provide services to the overall service area of the District. These fees, rates and charges, including regional and local connection fees and participation fees, are established pursuant

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

4. Term

This Agreement shall remain in effect in perpetuity until the District has annexed the Property.

5. Recording

A copy of this Agreement shall be recorded in the Official Records of the County of Placer.

6. Miscellaneous

6.1 Entire Agreement

This Agreement (including the Exhibits hereto) constitutes the entire understanding and agreement of the Parties relating to the provision of sewer services for the Property.

6.2 Waiver

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

6.3 Counterparts

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

6.4 Severability

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

6.5 Amendments

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

6.6 Governing Law

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

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

“DISTRICT”

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

ATTEST:

By: _____
District Secretary

By: _____
General Manager

APPROVED AS TO FORM:

By: _____
District General Counsel

OWNERS

Michael Berry

Katie Berry

APPROVED PURSUANT TO GOVERNMENT
CODE SECTION 56133

By: _____
Placer County LAFCO Executive Officer

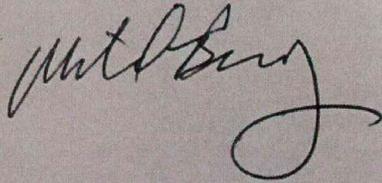
Exhibits:

- A. Map of APN 032-171-019-000
- B. Plan for Providing Sewer Services

To Whom it May Concern,

Michael and Katie Berry are requesting to hook up to the sewer to the main at parcel number 032-171-019-000. The reason for the request is because of a failing tank and pending remodel.

Thanks,

A handwritten signature in black ink, appearing to read "Michael Berry". The signature is written in a cursive style with a large, looping final flourish.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

STAFF REPORT

To: Board of Directors

From: Herb Niederberger, General Manager

Cc: Joanna Belanger, Administrative Services Manager

Subject: Approval of Contract with Restoration Management Company for the Reconstruction of the Headquarters Building

Meeting Date: August 4, 2016

Overview

On February 14, 2016, a vehicular accident resulted in damage to the District's Headquarters Building located at 5807 Springview Drive resulting in the need for building reconstruction. SDRMA, the District's insurer, has reviewed the damage and has approved the reconstruction and the District's need for continuity of operations. On May 5, 2016, the Board approved a contract with Duarte Construction for the reconstruction. However, after Duarte had performed the emergency demolition, it was determined that the intended work constituted a Public Works Contract under the regulations of the California Department of Industrial Relations (DIR) and required among other things, that: 1) Duarte Construction be registered as a Public Works contractor with the DIR; 2) the subcontractors that Duarte would use for the reconstruction also be registered with the DIR; and 3) the payroll be certified as being in compliance with the prevailing wage components of public works contracting. Duarte could not comply with these requirements and after Duarte completed the emergency demolition for \$7,721.80, the contract was mutually terminated.

The District solicited quotes for the reconstruction and received two quotes:

Restoration Management Company – \$105,147

PBM Construction – \$137,855

Both quotes have been submitted to SDRMA and the claims adjuster from DMA Claims Service. While we have not received final authorization from SDRMA to proceed with this contract we do not anticipate denial. Staff is requesting the authorization to award the contract in advance of such authorization because additional delay will add at least 4 weeks to the project completion.

Recommendation

Staff recommends that:

1. The Board of Directors approved the contract with Restoration Management Company for \$105,147;
2. The Board of Directors authorize the General Manager to execute the Contract with Restoration Management Company; and

ITEM VI.3

3. The Board of Directors authorizes the General Manager to execute any Change Orders to this contract subject to authorization be and reimbursement from SDRMA.

Strategic Plan Goals

This is no specific strategic plan goal associated with this action, although the goal of the Customer Service portion of the Strategic Plan is to provide efficient and effective level of sewer service to meet customer and stakeholder expectations. The reconstruction and continuity of operations meets this service expectation.

Related District Ordinances and Policies

Policy No. 3150 – Purchasing Policy.

Fiscal Impact

There is no direct fiscal impact associated with this action. The District is acting as a pass-through for the reconstruction costs.

Attachment: Restoration Management Company Agreement



PERMANENT REPAIRS AND CONSTRUCTION PROPOSAL / AGREEMENT

This Construction Proposal is submitted for review by the OWNER as identified herein and upon the OWNER’s signature this Proposal will become a Binding Agreement between the Parties identified herein. The date of the OWNER’s signature below is deemed the Effective Date of this Agreement and this Proposal will be deemed withdrawn if not accepted and executed within 3 days of the date of Restoration Management Company’s signature below.

PARTIES TO AGREEMENT:

A. “OWNER” is Herb Niederberger / South Placer Municipal Utility District the owner or authorized agent of the real property and, improvements located at 5807 Springview Drive Rocklin CA, 95677 (hereinafter the “Property”) OWNER’s business address is 5807 Springview Drive Rocklin CA, 95677

B. “RMC” is Restoration Management Company, a Building Contractor duly licensed under the laws of the State of California, License No. 765595. “RMC” as used in this Agreement shall include all employees, agents, subcontractors, successors and assigns of said party.

| Payment Schedule | |
|----------------------------------------------------------|---------------------|
| Down Payment or Deductible | \$15,000.00 |
| Progress payment due at completion of framing & drywall. | \$45,000.00 |
| Remaining balance due at completion. | \$45,146.64 |
| Structural Repair Contract Total | \$105,146.64 |

APPROXIMATE DATE WORK TO BEGIN: 8-12-16

APPROXIMATE DATE WORK TO BE SUBSTANTIALLY COMPLETED: 9-16-16

(All start & finish dates are subject to timely materials selections, materials availability and any building permit issuance)

WORK TO BE PERFORMED: Attached hereto as **ESTIMATE-SOU580SACC67380-REV** and incorporated herein as if stated in full, is an itemized description of work to be done and the materials, equipment and labor to be used to installed pursuant to this Proposal / Agreement.

INSURANCE CARRIER:_____

Claim Number:_____



Mortgage Company Information (REQUIRED):

Mortgage Company: _____

Mortgage Co. Address: _____

Mortgage Co. Phone: _____

Mortgage Co. Loan #: _____

OWNER hereby authorizes and directs his/her insurance carrier or other financing agent to pay RMC directly and to name RMC on any checks, drafts or other negotiable instruments relating to this construction project. _____ **OWNER's initials**

TERMS AND CONDITIONS

1. PAYMENT: All charges are due and payable in full upon receipt of invoice. Interest shall accrue at the rate of 10% per year for all invoices not paid within thirty (30) days from date of invoice. In addition, OWNER shall pay an administration service charge of 5% of all invoices not paid within the same thirty (30) day period. RMC shall invoice all charges directly to OWNER and as a courtesy only shall mail a copy of the invoice to OWNER's insurance carrier. OWNER UNDERSTANDS HE/SHE IS SOLELY RESPONSIBLE FOR ALL CHARGES BY RMC INCLUDING ALL DEDUCTIBLE, DEPRECIATION AND OTHER CHARGES NOT COVERED BY INSURANCE.

2. PROPERTY LINES - LEGAL DESCRIPTION OF PROPERTY: OWNER is responsible for properly identifying the property lines to RMC.

3. EXTRA WORK: If OWNER, his/her agent, architect or other design professional, or any public agency directs or requests that additional work not shown on the present estimate, drawings and specifications for the project be done by RMC, the cost of the additional work will be added to the contract price and paid by OWNER on completion of the additional work.

RMC is entitled to be paid for all additional work requested or directed, in writing or orally, by any of the persons or entities identified above. Further, any related expenses incurred by RMC because of unusual or abnormal ground conditions, concrete footings, foundations or retaining walls will be paid for by OWNER as additional work done by RMC.

4. AMENDMENTS AND MODIFICATIONS: Any subsequent amendment, modification or agreement which alters this Agreement, and which is signed or initialed by RMC and OWNER, shall be deemed a part of this Agreement and shall be controlling in case of conflict with another term of this Agreement.

5. PERMITS AND FINAL INSPECTION: RMC shall obtain any necessary building permits and OWNER shall pay the costs of obtaining such permits. OWNER shall also pay for any and all variances and zoning changes, as well as any necessary engineering. OWNER and RMC also agree that a final inspection may be required to be made by the local building department and the PARTIES agree to cooperate to obtain such final inspection.

6. TIME FOR COMMENCEMENT & COMPLETION: Work is deemed substantially commenced when RMC has moved equipment on to the location of work to be performed. Note that failure of RMC, without lawful excuse, to commence work within 20 days from the approximate date of commencement will violate Contractors State License Law.

7. LIENS AND ASSESSMENTS: Unless specifically included in this Agreement, RMC shall not be held responsible for any bonds, liens or assessments on existing real estate nor assessments not yet a lien on said Property.

8. LIMITATION OF LIABILITY AND INDEMNIFICATION: In no event shall RMC be liable to OWNER, or OWNER's agents and assigns, for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach thereof, even if RMC has been advised of the possibility thereof. Further, RMC shall not be held responsible for any pre-existing damage or illegal condition of real or personal property and RMC shall not be responsible for the mysterious disappearance of any personal property or contents.

OWNER shall indemnify, defend, and hold RMC free and harmless from any and all claims, demands, costs, liabilities, and attachments arising from, growing out of, or in any way connected with the services rendered to OWNER under the terms of this Agreement, unless RMC is judged by a court of competent jurisdiction to be negligent in performance of its work or guilty of willful misconduct.

9. LIMITED WARRANTY: In addition to other warranties provided by law, Contractor warrants that the work shall be free of defects in materials and workmanship for a period of one (1) year from the date of substantial completion of the work. This warranty does not apply to damage caused by normal wear and tear. The warranty period commences on the date of substantial completion of the work, regardless of when final payment is received. This warranty shall run concurrently with other warranties provided by law.

10. INSURANCE PROCURED BY RMC: RMC shall carry, at its own expense, worker's compensation and public liability insurance at least to the minimum requirements of existing laws.

11. DESTRUCTION OF PROJECT: If all or any portion of the project is destroyed by fire, theft, vandalism, accident, act of God, or other cause not the fault of RMC, any work done or materials furnished by RMC in restoring or rebuilding the project will be paid for by OWNER as extra work performed by RMC pursuant to Paragraph Three (3) of this Agreement.

12. POWER TO STOP WORK AND TERMINATE CONTRACT: If OWNER fails to pay to RMC within thirty (30) days after it becomes due any amount payable by OWNER to RMC pursuant to this Agreement, RMC **MAY**, by giving five (5) days' written notice to OWNER, stop work on the project. Thereafter, RMC may use all lawful means, including actions by labor or contractors' associations induced by RMC, to prevent further work from being done on the project until all past due payments have been received by RMC and at RMC's request, OWNER has posted a bond satisfactory to RMC for the payment of all amounts that will thereafter become due to RMC under this Agreement. If such payments and assurances are not received by RMC within thirty (30) days of RMC's written notice described above, RMC may terminate this Agreement and is thereby relieved of further liability.

13. UNAVOIDABLE DELAYS AND DEFAULTS: Either party to this Agreement will be excused for any delays or defaults by that party in the performance of this Agreement that are unavoidably caused by any of the following: an act of the other party; an act of any agent of the other party; an act of any governmental authority; an act of any public enemy; an act of God; the elements; war; war defense conditions; riots; litigation; strikes; walkouts; or any other causes beyond that party's control. Each party must use reasonable diligence to avoid any such delay or default and to resume performance under this Agreement as promptly as possible after any such delay or default.

14. COSTS OF ENFORCEMENT: In the event any legal action or other necessary actions are pursued in order to interpret or enforce the terms of this Agreement, RMC shall be entitled to recover reasonable attorneys' fees and any other costs thereby incurred.

15. ARBITRATION OF DISPUTES: If any dispute arises between the parties to this Agreement involving the construction or application of any of the provisions or conditions of this Agreement, or any provisions of a subcontract that is subject to this Agreement, the dispute will be settled by binding arbitration held in accordance with the California Arbitration Act, Sections 1280 et seq., of the California Code of Civil Procedure upon a written demand for arbitration served on the other parties to this Agreement. The written decision of the arbitrator will be final and conclusive as to all parties to the dispute. If any party fails or refuses to appear or participate in the arbitration proceedings, the arbitrator(s) may decide the dispute on the evidence presented in the proceedings by the other party or parties to the dispute. The arbitrator(s) will have the power to award to any party or parties to the dispute any sums for costs, expenses, and attorneys' fees that the arbitrator(s) deem(s) proper. Judgment may be entered on the award in any court of competent jurisdiction. This provision will be binding on OWNER, Contractor, and any subcontractor or sub-subcontractor who signs this Contract or another contract that incorporates this Contract by reference.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES: PROVISION TO NEUTRAL ARBITRATION.

_____ (OWNER'S INITIALS)

_____ (RMC'S INITIALS)

16. CLEAN UP - REMOVAL OF MATERIALS: All materials removed from the Property in course of work shall be disposed of by RMC except those items designated by OWNER in writing prior to commencement of work. All salvage, unless otherwise specified, belongs to RMC. Upon completion of the work, RMC shall remove all debris and surplus materials from the Property and leave the property in "broom clean" condition.

17. GOVERNING LAW, ENTIRETY OF AGREEMENT AND PARTIAL INVALIDITY: This Agreement shall be governed by the laws of the State of California and it constitutes the entire agreement between the parties regarding its subject matter. If any provision in this Agreement is held by the court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

18. LICENSING AND REGULATION OF CONTRACTORS: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

19. NOTICE OF DISSATISFACTION: Within fifteen (15) days of the work to be performed, OWNER shall notify RMC in writing of any objections to said work and RMC shall have fifteen (15) days after such notice to cure any substantial defects, unless additional time is reasonably required in which case notice will be given to OWNER.

20. BONDS: OWNER HAS THE RIGHT TO REQUIRE CONTRACTOR TO SECURE A PERFORMANCE BOND AND A PAYMENT BOND. THE EXPENSE OF THESE BONDS SHALL BE BORNE BY OWNER.



OWNER:

By: _____

(Print Name)

Date: _____

RESTORATION MANAGEMENT COMPANY:

By: _____

David Rivera / Project Director
(Print Name)

Date: _____ 07/13/2016 _____

ITEM VII.2 GENERAL MANAGER REPORT

To: Board of Directors

From: Herb Niederberger, GM

Date: August 4, 2016

Subject: General Manager Monthly Staff Report – July 2016

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. The majority of the month was spent preparing for the annual audit of the District's finances and meeting with Public Works Contractors registered with DIR for reconstruction of the headquarters' building.
- B. On July 18, the General Manager met with the Building Restoration Project Manager to evaluate quotes for the building reconstruction.
- C. On July 20, 2016, the General Manager met with the District Legal Counsel to discuss District legal needs. Among some of the items that were discussed:
 - a. Pending Policy and Ordinance Advisory Committee Items
 - i. Deferred Payment agreement Flow of Funds
 - ii. Additional Billing Policies
 - iii. Codification of existing District Ordinances into a District Sewer Code
 - b. SSE's in the City of Rocklin
- D. On July 21, 2016 the General Manager, District Superintendent, Sam Rose, and the District Engineer, Eric Nielsen, conducted a kick-off meeting with Bennett Engineering for the development of the Newcastle Sewer System Master Plan.
- E. On July 25, 2016, the General Manager met with representatives from Sierra College and the City of Roseville to discuss the short-and long-term sewer needs of Sierra College in light of their planned campus expansion.
- F. On June 26, 2016, the General Manager conducted a conference call with interim Rocklin City Attorney, DeeAnne Gillick, to discuss the pending resolution for SPMUD acceptance of sanitary sewer easements dedicated by final map.

G. On July 27, 2016 the General Manager and the District Engineer, Eric Nielsen, met with Derrick Whitehead of Municipal Consulting Group regarding an Out-of-Area Service Agreement involving the City of Lincoln and the requirements for grease interceptors at the Blue Oaks Town Center.

H. Advisory Committee Meetings:

a. There were no advisory committee meetings during July.

3) **LONG RANGE AGENDA**

September 2016

SSE resolution for Rocklin

Strategic Plan Report Card

HRF Preliminary Design Contracts for Creek Crossings and Lower Clover Valley Trunk

October 2016

FY15/16 Audit

ITEM VII.1

FSD REPORT

To: Board of Directors
From: Sam Rose, Superintendent
Cc: Herb Niederberger, General Manager
Subject: Field Services Department Monthly Report
Meeting Date: August 4, 2016

Overview

This report provides the Board with an overview of Field Services operations from 06/25/2016 through 07/25/2016. The work listed is not all inclusive.

1. Recordable Accidents/Injuries (OSHA 300)

- a. Zero (0)
 - i. 191 days without a Recordable Injury

2. Service Calls / Sanitary Sewer Overflows (SSOs)

- a. Service Calls
 - i. Twenty Eight (28)
 - A. 26 - Customer's Responsibility
 - B. 2 - SPMUD Responsibility
- b. Lift Station Calls
 - i. Two (2)
- c. Sanitary Sewer Overflows (SSOs)
 - i. Zero (0) 132 Days since last SSO

3. Safety/Training/Professional Development

- a. All Field employees participated in:
 - i. Lockout/Tagout presented by MasterLock
 - ii. Four (4) "Tailgate" safety sessions were held.

4. Maintenance

Feet

| | | |
|------------------------------------|--------------|---------|
| a. CCTV Mainline Segments | 174 Segments | 36,258' |
| b. CCTV Service Laterals | 56 Laterals | 1,759' |
| c. Hydro-Clean Mainline Segments | 43 Segments | 13,290' |
| d. Manhole Inspections | 143 Manholes | |
| e. Rodded/Cleaned Service Laterals | 14 Laterals | |
| f. Double Wye Assessments | 00 Laterals | |
| g. Creek-Crossing Inspections | 00 Crossings | |
| h. Chemical Root Treatment | 00 Segments | |
| i. Easement Maintenance | 00 L.F. | |

5. Construction

| | | |
|---------------------------------|--------------------------|--|
| a. Service Taps | 0 Taps | |
| b. Lateral Installs | 0 Laterals | |
| c. Property Line Cleanout Work | | |
| i. Repaired | 02 Cleanouts | |
| ii. Installed | 00 Cleanout | |
| d. Mainline Repair | 00 Mainline point repair | |
| e. Service Lateral Repair | 00 Lateral point repair | |
| f. Service Cap-Off | 00 | |
| g. Manhole Rehabilitation | 00 Manholes | |
| h. Manhole Install | 00 Manhole | |
| i. Easement Reconstruction | 00 L.F. | |
| j. Vector Control (Cockroaches) | 11 Manholes | |

6. Facilities

| | | |
|---------------------------------------|-----------------------|--|
| a. Lift Station Operations Checks | 50 Operation Checks | |
| b. Lift Station Repair | 03 Repairs Performed | |
| c. Lift Station Wet Well Cleaning | 12 Wet Wells | |
| d. Lift Station Site Maintenance | 00 Site | |
| e. Corp Yard Water Treatment Facility | 03 Operational Checks | |
| f. Vehicle/Equip Maintenance | 09 Work Orders | |

7. Miscellaneous

- Security System Upgrades were installed and tested.
- Intruder Activity - The Security System notified the District and police of activity inside the corporation yard fences. Police were dispatched and arrived within 7 minutes. The cameras recorded the intruders on site as well as the two leaving the premise shortly after the police arrived. No one was apprehended, but there was no indication of damage or lost property.
- Purchase orders were issued for the purchase of two vehicles, which are included in the current budget.
- Relocated corporation yard ice machine and water fountain.
- Performed tool/equipment inventories – vehicles and corporation yard
- Performed “Paper Screening” for open Maintenance Worker I position

ITEM VII. ASD REPORT

To: Board of Directors

From: Joanna Belanger, Administrative Services Manager

CC: Herb Niederberger, General Manager

Subject: Administrative Services Department Monthly Report

Board Mtg. Date: August 4, 2016

FY 15-16 Audit

The Districts Auditor was onsite to begin his field review and audit of the FY15-16 financial statements on July 26th & 27th. The Auditor will provide an opinion as to whether the Districts financial statements are accurately prepared and in conformance with U.S. generally accepting accounting principles. The scope of the audit includes obtaining an understanding of the District and its environment, review of internal controls, and an assessment of risks. Staff anticipates bringing the Audit Report to the Board for review in October.

Archiving Project

Administrative Services employees are in the process of researching and reviewing alternatives for the Archiving/Records Management project. Important components sought after for the selected system include: Taxonomy structure for ease of records retrieval, configuration for various types of records, security and access controls, and space management.

Personnel

The recruitment opening for the position of Maintenance Worker I closed on July 13, 2016. Members of field services leadership has since reviewed candidate application materials and selected those candidates to be invited for interviews, to be held on August 3, 2016.

Open Enrollment for employee health insurance will be held from September 12, to October 7, 2016. Rates have experienced an average increase of 3.24 percent for active and retired employees. Rates for retirees in Medicare supplemental plans have decreased slightly, by an average of 1.63 percent. These increases were anticipated with the FY16/17 Budget.

ITEM VII. TSD REPORT

To: Board of Directors
From: Eric Nielsen, District Engineer
Cc: Herb Niederberger, General Manager
Subject: Technical Services Department Monthly Report
Board Date: August 4, 2016

IT Master Plan

Staff continues to work towards implementation of the Lucity database. Staff is awaiting the final migration of legacy data from WWMS to the Lucity databases by the Lucity implementers. Training of District employees on the use of Lucity is ongoing.

Foothill Trunk Sewer Replacement Project

The project is now in the final design, permitting, and right-of-way acquisition phase. Contact with residents along the alignment continues in order to obtain easements, gain right of entry during construction, and to obtain required signatures for the City of Rocklin tree permit. The District received permits from the Regional Water Quality Control Board and the Department of Fish and Wildlife. Construction of this project is planned for the spring of 2017.

Loomis Diversion Trunkline Project

The project is now in the final design, permitting, and right-of-way acquisition phase. The project team is currently preparing easement documentation and conducting work to support environmental permitting. Construction of this project is anticipated to start in the spring of 2017.

High Risk Facilities (HRF) Program

Requests for proposals (RFPs) for preliminary engineering and cost estimates for the Lower Clover Valley Trunk Sewer Replacement was distributed to prospective proposers on July 15. RFPs are due August 25 and it is anticipated that the District will award the contract in October.

Relocation of 42-inch Trunk Sewer for Caltrans I80/SR65 Interchange Improvements

Staff has begun preparing the relocation plan to submit to Caltrans and anticipates bringing the Advance Engineering Agreement to the Board next month for reimbursement of expenses. The Utility Agreement between Caltrans and SPMUD is anticipated to be brought to the Board in December or January.

FOG Program

SPMUD staff continue meeting with food service establishments to inform them of the District’s FOG program and permit the establishments according to Ordinance 09-01. The number of FOG Permits collected to date compared to the goal is shown in the performance indicators below.

Jack in the Box on 4410 Rocklin Road has completed the improvements identified in its Notice of Violation including the installation of the new grease interceptor.

Loomis Basin Brew Pub on 3640 Taylor Road has paid the required fees and received a final sewer inspection.

Department Performance Indicators

The following charts depict the efforts and performance of the department in four areas as of July 27. Additional charts may be added in the future for other areas of work in the department.

