



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

**January 7, 2021**

Zoom Meeting: 1 (669) 900-9128

Meeting ID: 899 4120 7477

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

Pursuant to the Governor’s Executive Order N-29-20, issued March 17, 2020, the January 7, 2021 meeting of the SPMUD Board of Directors will occur via teleconference using Zoom Meeting 1 (669) 900-9128, <https://us02web.zoom.us/j/89941207477>. Public comments can be emailed to [ecostan@spmud.ca.gov](mailto:ecostan@spmud.ca.gov) from the time the agenda is posted until the matter is heard at the meeting. Comments should be kept to 250 words or less.

**AGENDA**

**I. CALL MEETING TO ORDER**

**II. ROLL CALL OF DIRECTORS**

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

**III. PLEDGE OF ALLEGIANCE**

**IV. CONSENT ITEMS**

[pg 4 to 75]

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

ACTION: (Roll Call Vote)

*Motion to approve the consent items for the January 7, 2021 meeting*

1. MINUTES from the December 3, 2020 Regular Meeting. [pg 4 to 6]
2. ACCOUNTS PAYABLE in the amount of \$1,065,844 through December 29, 2020. [pg 7 to 12]
3. BILL OF SALE Acceptance of the Bill of Sale for Sewer Improvements within Taylor Road Mixed Use with an estimated value of \$572,647. [pg 13 to 15]

4. BILL OF SALE Acceptance of the Bill of Sale for Sewer Improvements within United Auburn Indian Community (UAIC) Tribal School with an estimated value of \$12,242. [pg 16 to 18]
5. RESOLUTION 21-01 UPDATING THE DISTRICT INVESTMENT STRATEGY [pg 19 to 22 ]
6. COVID-19 PANDEMIC UPDATE [pg 23 to 75]

## V. PUBLIC COMMENTS

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

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

## 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. ISSUANCE OF OATH OF OFFICE Verbal  
 DIRECTOR GERALD MITCHELL – WARD #1  
 DIRECTOR JAMES DURFEE – WARD #4  
 DIRECTOR JAMES WILLIAMS – WARD #5  
 Declaration of the oath of office to the Directors from Wards #1, #4, and #5, pursuant to the four-year term appointments made by the Placer County Board of Supervisors.
2. SELECTION OF OFFICERS AND APPOINTMENTS TO THE TEMPORARY ADVISORY COMMITTEES AND SPWA BOARD [pg 76]  
 Selection of Officers for the 2021 calendar year and appointment to various temporary advisory committees and a District representative to SPWA.  
  
 Action Requested: Roll Call Vote
  1. **The current President, John Murdock, dissolve the existing advisory committees;**
  2. **The current Vice-President, Will Dickinson, succeed as the new President for 2021;**
  3. **The Board of Directors consider nominations for a new Vice-President, entertain a motion for a nominee and vote on said motion; and**
  4. **The President create and make appointments to any new temporary advisory committees; and**
  5. **The President appoint a District representative to the South Placer Wastewater Authority Board of Directors.**
3. SOUTH PLACER WASTEWATER AUTHORITY [pg 77 to 100]  
 Discussion on agenda items on the SPWA January 28, 2021 Board of Director's meeting and whether to formally request an amendment to the SPWA Joint Powers Agreement to provide for an additional District representative on the SPWA Board of Directors.

Action Requested: Roll Call Vote

Staff recommends that the Board of Directors:

1. Discuss and then possibly direct the General Manager to formally request an amendment to the SPWA Joint Powers Agreement to provide for an additional District representative on the SPWA Board of Directors; and
2. Review, discuss and provide direction to the current District-appointed representative on the SPWA Board of Directors regarding items of discussion during the forthcoming January 28, 2021 meeting.

**4. GENERAL MANAGER GOALS FOR 2021** [pg 101 to 103]

The Board has requested that the General Manager present goals for the upcoming year to be reviewed. These items were reviewed by the President's Committee on December 14, 2020 and are being forwarded for the Board's discussion and approval.

**VII. REPORTS** [pg 104 to 114]

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

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

**VIII. ADDITIONAL PUBLIC COMMENTS**

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

**IX. ADJOURNMENT**

If there is no other Board business the President will adjourn the meeting to its next regular meeting on **February 4, 2021 at 4:30 p.m.**

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

<b>Meeting</b>	<b>Location</b>	<b>Date</b>	<b>Time</b>
Regular	Zoom Meeting	December 3, 2020	4:30 p.m.

**I. CALL MEETING TO ORDER:** The Regular Meeting of the South Placer Municipal Utility District Board of Directors was called to order with President Murdock presiding at 4:31 p.m.

**II. ROLL CALL OF DIRECTORS:**

Present: President John Murdock, Vice President Will Dickinson, Director Jim Williams, Director Jerry Mitchell

Absent: None

Vacant: Ward 4

Staff: Adam Brown, Legal Counsel  
Herb Niederberger, General Manager  
Carie Huff, District Engineer  
Eric Nielsen, Assistant Superintendent

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

**IV. CONSENT ITEMS:**

1. MINUTES from the November 5, 2020 Regular Meeting.
2. ACCOUNTS PAYABLE in the amount of \$627,490 through November 23, 2020.
3. ACCEPTANCE OF THE PARTICIPATION CHARGE REPORT FOR FISCAL YEAR 19/20.
4. COVID-19 PANDEMIC UPDATE.

Director Williams made a motion to approve the consent items; a second was made by Director Mitchell; a roll call vote was taken, and the motion carried 4-0.

**V. PUBLIC COMMENTS:**

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

**VI. BOARD BUSINESS**

**1. RESOLUTION #20-35 GENERAL MANAGER EMPLOYMENT AGREEMENT**

Vice President Dickinson shared that only minor changes were made from the General Manager's previous employment agreement. This item was discussed thoroughly in closed session and with the Personnel Advisory Committee.

Director Mitchell made a motion to approve Resolution 20-35 Authorizing the Board President to sign the General Manager’s employment agreement; a second was made by Director Williams; a roll call vote was taken, and the motion carried 4-0.

**2. RESOLUTION #20-36 COMMENDING VICTOR MARKEY, WARD 4 BOARD DIRECTOR FOR HIS YEARS OF SERVICE TO THE DISTRICT**

GM Niederberger shared that he would be bringing Victor Markey the signed Resolution along with a plaque honoring his service to the District. President Murdock thanked Vic for his service.

Director Williams made a motion to approve Resolution 20-36 Commending Victor Markey for his years of service to the District; a second was made by Director Mitchell; a roll call vote was taken, and the motion carried 4-0.

**3. FISCAL YEAR 19/20 AUDIT REPORT ACCEPTANCE**

Justin Williams with Munn, Urrutia & Nelson Certified Public Accountants LLP presented on the Fiscal Year 19/20 Audit Report. Mr. Williams shared that this year’s audit included a review of internal controls that may have been impacted due to the Coronavirus. The audit found that the District maintained proper internal controls during the lockdowns. The District received an Unmodified or “clean” Audit Opinion. There were no compliance exceptions, no material weaknesses, and no significant deficiencies. The audit resulted in 1 audit adjustment and 2 management letter comment.

Vice President Dickinson asked for clarification on the timing of the SCIP disbursements which were not taken until Fiscal Year 20/21 when they were used for the Foothill Trunk Project. He also asked about the wording for the Rocklin Phase 3 reimbursement payment on page 16 and requested that the language on page 18 regarding the SPWA debt obligation ratio be updated to show that the coverage ratio is only required if the rate stabilization fund cannot cover the debt service. Vice President Dickinson also commented that Statistical Table 8 *Placer County Largest Employers* shows that Placer County had 2,400 employees in 2009 but is not listed as an employer in the 2020 table. GM Niederberger shared that these figures are taken straight from the Sacramento Business Journal. Vice President Dickinson recommended verifying the data or using a different source in future audits.

Vice President Dickinson made a motion to receive and file the FY19/20 Audit Report; a second was made by Director Williams; a roll call vote was taken, and the motion carried 4-0.

**4. RESOLUTION #20-37 AUTHORIZATION TO EXECUTE CHANGE ORDER #23 TO THE CONTRACT FOR THE FOOTHILL TRUNK SEWER REPLACEMENT PROJECT**

GM Niederberger introduced the change order on the Foothill Trunk Project to plant six trees for a cost of \$5,100. President Murdock asked for the size of the trees. DE Huff shared that the trees are large 24-gallon trees that are at least eight foot tall and two inches in diameter at breast height. Vice President Dickinson asked if this is an existing bid item that the District is adding quantity to, and DE Huff confirmed that to be true.

Vice President Dickinson made a motion to approve Resolution 20-37 Authorizing the General Manager to execute Change Order #23 to the Foothill Trunk Sewer Replacement Project construction contract; a second was made by Director Mitchell; a roll call vote was taken, and the motion carried 4-0.

## **VII. REPORTS**

### **1. District General Counsel (A. Brown):**

General Counsel Brown shared that his report is included as subsection C in the General Manager's monthly report. Items include wrapping up outstanding Foothill Trunk issues, the Amended and Restated SPWA Agreement, and the ongoing railroad management issue. GC Brown shared that he has also been reviewing the latest COVID-19 regulations including the new Cal OSHA guidelines.

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

#### **A. ASD, FSD & TSD Reports:**

GM Niederberger shared that the District is working on a COVID-19 Prevention Plan (CPP) in response to the new Cal OSHA guidelines. The CCP will be a companion to the Pandemic Illness and Continuity of Operations Plan adopted in April. Additionally, the District is preparing for the Governor's new Stay at Home Order which is anticipated to go into effect next week.

Director Mitchell asked if COVID-19 will impact the timeline of the HQ and Corp Yard Improvements. DS Nielsen shared that the District is working on the bid package but is still waiting for building department approval. The project is continuing to move forward, but a project timeline has not been committed to. An Architectural Review Committee meeting will be scheduled to discuss this further.

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

### **3. Director's Comments:**

President Murdock thanked everyone for the exciting year and shared that he looks forward to next year and working with the new Board president.

## **VIII. ADDITIONAL PUBLIC COMMENTS**

President Murdock re-opened the meeting for public comments. ASM Costan confirmed that no eComments were received. Hearing no other comments, the public comments session was closed.

## **IX. ADJOURNMENT**

The President adjourned the meeting at 5:12 p.m. to the next regular meeting to be held on January 7, 2021 at 4:30 p.m.



Emilie Costan, Board Secretary

Item 4.2



South Placer Municipal Utility District, CA

# Check Report

By Check Number

Date Range: 11/24/2020 - 12/29/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Bank-AP Bank</b>						
248	AT&T (916.663.1652) & (248.134.5438.608.80)	11/24/2020	Regular	0.00	9.30	12848
1022	AT&T (9391035571) & (9391053973)	11/24/2020	Regular	0.00	307.77	12849
1495	Curtis Little	11/24/2020	Regular	0.00	167.01	12850
1240	Placer County Personnel	11/25/2020	Regular	0.00	3,352.88	12851
1012	All Electric Motors	12/04/2020	Regular	0.00	570.36	12852
1663	Buckmaster Office Solutions	12/04/2020	Regular	0.00	100.71	12853
1652	Cintas Corporation	12/04/2020	Regular	0.00	865.61	12854
1068	City of Roseville	12/04/2020	Regular	0.00	289,874.09	12855
1744	Cook Concrete Products	12/04/2020	Regular	0.00	5,564.09	12856
1087	Dawson Oil Co.	12/04/2020	Regular	0.00	2,591.23	12857
1734	Garney Pacific, Inc.	12/04/2020	Regular	0.00	398,148.80	12858
1686	Jan Pro	12/04/2020	Regular	0.00	836.00	12859
1163	Joe Gonzalez Trucking, LLC.	12/04/2020	Regular	0.00	1,138.48	12860
1599	MUN CPA's	12/04/2020	Regular	0.00	2,900.00	12861
1218	PCWA	12/04/2020	Regular	0.00	790.71	12862
1221	PG&E (Current Accounts)	12/04/2020	Regular	0.00	883.42	12863
1253	Recology Auburn Placer	12/04/2020	Regular	0.00	320.21	12864
1303	State Water Resources Control Board	12/04/2020	Regular	0.00	15,269.00	12865
1685	Streamline	12/04/2020	Regular	0.00	400.00	12866
1698	SwiftComply US Opco, Inc	12/04/2020	Regular	0.00	4,950.00	12867
248	AT&T (916.663.1652) & (248.134.5438.608.80)	12/10/2020	Regular	0.00	253.01	12910
1022	AT&T (9391035571) & (9391053973)	12/10/2020	Regular	0.00	354.49	12911
1742	Burrell Consulting Group	12/10/2020	Regular	0.00	2,230.00	12912
1652	Cintas Corporation	12/10/2020	Regular	0.00	481.22	12913
1509	Crystal Communications	12/10/2020	Regular	0.00	311.64	12914
1086	Dataprose	12/10/2020	Regular	0.00	7,516.73	12915
1113	Ferguson Enterprises, Inc. 1423 (Main)	12/10/2020	Regular	0.00	2,133.45	12916
1666	Great America Financial Services	12/10/2020	Regular	0.00	452.99	12917
1218	PCWA	12/10/2020	Regular	0.00	2,015.12	12918
1221	PG&E (Current Accounts)	12/10/2020	Regular	0.00	4,477.28	12919
1473	Pitney Bowes Purchase Power	12/10/2020	Regular	0.00	15.80	12920
1244	Preferred Alliance Inc	12/10/2020	Regular	0.00	196.65	12921
1537	Rocklin False Alarm Reduction Program	12/10/2020	Regular	0.00	100.00	12922
1333	SPOK, Inc.	12/10/2020	Regular	0.00	26.70	12923
1747	VEGA Americas Inc.	12/10/2020	Regular	0.00	1,085.37	12924
1561	Williams + Paddon Architects + Planners, Inc.	12/10/2020	Regular	0.00	10,837.60	12925
1327	US Bank Corporate Payment	12/15/2020	Regular	0.00	8,114.29	12926
	**Void**	12/15/2020	Regular	0.00	0.00	12927
	**Void**	12/15/2020	Regular	0.00	0.00	12928
	**Void**	12/15/2020	Regular	0.00	0.00	12929
	**Void**	12/15/2020	Regular	0.00	0.00	12930
1020	Aqua Sierra Controls, Inc.	12/17/2020	Regular	0.00	429.44	12931
248	AT&T (916.663.1652) & (248.134.5438.608.80)	12/17/2020	Regular	0.00	9.36	12932
1600	Cable Cisco	12/17/2020	Regular	0.00	1,671.99	12933
1652	Cintas Corporation	12/17/2020	Regular	0.00	430.44	12934
1073	Consolidated Communications	12/17/2020	Regular	0.00	2,007.52	12935
1719	Emilie Costan	12/17/2020	Regular	0.00	25.00	12936
1113	Ferguson Enterprises, Inc. 1423 (Main)	12/17/2020	Regular	0.00	129.30	12937
1261	Riebes Auto Parts	12/17/2020	Regular	0.00	5.34	12938
1268	Rocklin Windustrial Co.	12/17/2020	Regular	0.00	737.13	12939
1518	Sonitrol of Sacramento	12/17/2020	Regular	0.00	1,023.13	12940
1306	Superior Equipment Repair	12/17/2020	Regular	0.00	1,183.01	12941
1499	TechRoe.com LLC	12/17/2020	Regular	0.00	900.00	12942
1338	Verizon Wireless	12/17/2020	Regular	0.00	1,102.92	12943

Check Report

Date Range: 11/24/2020 - 12/29/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1240	Placer County Personnel	12/28/2020	Regular	0.00	3,453.44	12944
1045	Cal Pers 457 Plan (EFT)	11/27/2020	Bank Draft	0.00	750.00	DFT0005869
1135	Mass Mutual (EFT)	11/27/2020	Bank Draft	0.00	8,127.52	DFT0005870
1135	Mass Mutual (EFT)	11/27/2020	Bank Draft	0.00	654.45	DFT0005871
1580	TASC	11/27/2020	Bank Draft	0.00	279.35	DFT0005872
1580	TASC	11/27/2020	Bank Draft	0.00	407.70	DFT0005873
1229	Pers (EFT)	11/27/2020	Bank Draft	0.00	49.13	DFT0005874
1229	Pers (EFT)	11/27/2020	Bank Draft	0.00	183.84	DFT0005875
1229	Pers (EFT)	11/27/2020	Bank Draft	0.00	326.18	DFT0005876
1229	Pers (EFT)	11/27/2020	Bank Draft	0.00	2,298.08	DFT0005877
1229	Pers (EFT)	11/27/2020	Bank Draft	0.00	4,077.37	DFT0005878
1229	Pers (EFT)	11/27/2020	Bank Draft	0.00	121.14	DFT0005879
1229	Pers (EFT)	11/27/2020	Bank Draft	0.00	181.40	DFT0005880
1229	Pers (EFT)	11/27/2020	Bank Draft	0.00	1,730.52	DFT0005881
1229	Pers (EFT)	11/27/2020	Bank Draft	0.00	2,591.81	DFT0005882
1229	Pers (EFT)	11/27/2020	Bank Draft	0.00	2,464.18	DFT0005883
1229	Pers (EFT)	11/27/2020	Bank Draft	0.00	3,285.37	DFT0005884
1149	Internal Revenue Service	11/27/2020	Bank Draft	0.00	15,750.62	DFT0005885
1098	EDD (EFT)	11/27/2020	Bank Draft	0.00	4,413.64	DFT0005886
1098	EDD (EFT)	11/27/2020	Bank Draft	0.00	1,259.35	DFT0005887
1149	Internal Revenue Service	11/27/2020	Bank Draft	0.00	4,055.44	DFT0005888
1149	Internal Revenue Service	11/27/2020	Bank Draft	0.00	11,491.09	DFT0005889
1015	American Fidelity Assurance	11/25/2020	Bank Draft	0.00	1,067.64	DFT0005890
1586	Principal Life Insurance Company	11/25/2020	Bank Draft	0.00	362.43	DFT0005891
1230	Pers (EFT)	11/25/2020	Bank Draft	0.00	5,334.94	DFT0005892
1230	Pers (EFT)	11/25/2020	Bank Draft	0.00	27,240.90	DFT0005893
1230	Pers (EFT)	11/25/2020	Bank Draft	0.00	11,591.24	DFT0005894
1230	Pers (EFT)	11/25/2020	Bank Draft	0.00	106.00	DFT0005895
1230	Pers (EFT)	11/25/2020	Bank Draft	0.00	3,058.00	DFT0005896
1230	Pers (EFT)	11/25/2020	Bank Draft	0.00	57.04	DFT0005897
1229	Pers (EFT)	11/24/2020	Bank Draft	0.00	-462.68	DFT0005899
1229	Pers (EFT)	12/09/2020	Bank Draft	0.00	28.08	DFT0005905
1229	Pers (EFT)	12/09/2020	Bank Draft	0.00	32.19	DFT0005906
1149	Internal Revenue Service	12/09/2020	Bank Draft	0.00	52.06	DFT0005907
1098	EDD (EFT)	12/09/2020	Bank Draft	0.00	29.61	DFT0005908
1098	EDD (EFT)	12/09/2020	Bank Draft	0.00	4.20	DFT0005909
1149	Internal Revenue Service	12/09/2020	Bank Draft	0.00	12.20	DFT0005910
1149	Internal Revenue Service	12/09/2020	Bank Draft	0.00	47.01	DFT0005911
1045	Cal Pers 457 Plan (EFT)	12/11/2020	Bank Draft	0.00	750.00	DFT0005913
1135	Mass Mutual (EFT)	12/11/2020	Bank Draft	0.00	8,127.52	DFT0005914
1135	Mass Mutual (EFT)	12/11/2020	Bank Draft	0.00	654.45	DFT0005915
1580	TASC	12/11/2020	Bank Draft	0.00	279.35	DFT0005916
1580	TASC	12/11/2020	Bank Draft	0.00	407.70	DFT0005917
1229	Pers (EFT)	12/11/2020	Bank Draft	0.00	49.13	DFT0005918
1229	Pers (EFT)	12/11/2020	Bank Draft	0.00	183.84	DFT0005919
1229	Pers (EFT)	12/11/2020	Bank Draft	0.00	326.18	DFT0005920
1229	Pers (EFT)	12/11/2020	Bank Draft	0.00	2,298.08	DFT0005921
1229	Pers (EFT)	12/11/2020	Bank Draft	0.00	4,077.37	DFT0005922
1229	Pers (EFT)	12/11/2020	Bank Draft	0.00	121.14	DFT0005923
1229	Pers (EFT)	12/11/2020	Bank Draft	0.00	181.40	DFT0005924
1229	Pers (EFT)	12/11/2020	Bank Draft	0.00	1,730.52	DFT0005925
1229	Pers (EFT)	12/11/2020	Bank Draft	0.00	2,591.81	DFT0005926
1229	Pers (EFT)	12/11/2020	Bank Draft	0.00	2,478.56	DFT0005927
1229	Pers (EFT)	12/11/2020	Bank Draft	0.00	3,301.84	DFT0005928
1149	Internal Revenue Service	12/11/2020	Bank Draft	0.00	11,073.80	DFT0005929
1098	EDD (EFT)	12/11/2020	Bank Draft	0.00	3,794.80	DFT0005930
1098	EDD (EFT)	12/11/2020	Bank Draft	0.00	863.85	DFT0005931
1149	Internal Revenue Service	12/11/2020	Bank Draft	0.00	3,136.33	DFT0005932
1149	Internal Revenue Service	12/11/2020	Bank Draft	0.00	9,062.66	DFT0005933
1229	Pers (EFT)	12/09/2020	Bank Draft	0.00	-462.68	DFT0005935
1045	Cal Pers 457 Plan (EFT)	12/25/2020	Bank Draft	0.00	750.00	DFT0005940

Check Report

Date Range: 11/24/2020 - 12/29/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1135	Mass Mutual (EFT)	12/25/2020	Bank Draft	0.00	8,127.52	DFT0005941
1135	Mass Mutual (EFT)	12/25/2020	Bank Draft	0.00	654.45	DFT0005942
1580	TASC	12/25/2020	Bank Draft	0.00	279.35	DFT0005943
1580	TASC	12/25/2020	Bank Draft	0.00	407.70	DFT0005944
1229	Pers (EFT)	12/25/2020	Bank Draft	0.00	49.13	DFT0005945
1229	Pers (EFT)	12/25/2020	Bank Draft	0.00	183.90	DFT0005946
1229	Pers (EFT)	12/25/2020	Bank Draft	0.00	326.28	DFT0005947
1229	Pers (EFT)	12/25/2020	Bank Draft	0.00	2,298.75	DFT0005948
1229	Pers (EFT)	12/25/2020	Bank Draft	0.00	4,078.54	DFT0005949
1229	Pers (EFT)	12/25/2020	Bank Draft	0.00	121.14	DFT0005950
1229	Pers (EFT)	12/25/2020	Bank Draft	0.00	181.40	DFT0005951
1229	Pers (EFT)	12/25/2020	Bank Draft	0.00	1,730.52	DFT0005952
1229	Pers (EFT)	12/25/2020	Bank Draft	0.00	2,591.81	DFT0005953
1229	Pers (EFT)	12/25/2020	Bank Draft	0.00	2,478.55	DFT0005954
1229	Pers (EFT)	12/25/2020	Bank Draft	0.00	2,839.16	DFT0005955
1149	Internal Revenue Service	12/25/2020	Bank Draft	0.00	10,819.04	DFT0005956
1098	EDD (EFT)	12/25/2020	Bank Draft	0.00	3,733.77	DFT0005957
1098	EDD (EFT)	12/25/2020	Bank Draft	0.00	783.74	DFT0005958
1149	Internal Revenue Service	12/25/2020	Bank Draft	0.00	3,004.98	DFT0005959
1149	Internal Revenue Service	12/25/2020	Bank Draft	0.00	8,992.94	DFT0005960
1229	Pers (EFT)	12/22/2020	Bank Draft	0.00	-0.06	DFT0005962
1229	Pers (EFT)	12/22/2020	Bank Draft	0.00	-0.10	DFT0005963
1229	Pers (EFT)	12/22/2020	Bank Draft	0.00	-0.66	DFT0005964
1229	Pers (EFT)	12/22/2020	Bank Draft	0.00	-1.16	DFT0005965
1149	Internal Revenue Service	12/22/2020	Bank Draft	0.00	-1.02	DFT0005966
1098	EDD (EFT)	12/22/2020	Bank Draft	0.00	-0.33	DFT0005967
1098	EDD (EFT)	12/22/2020	Bank Draft	0.00	-0.08	DFT0005968
1149	Internal Revenue Service	12/22/2020	Bank Draft	0.00	-0.24	DFT0005969
1149	Internal Revenue Service	12/22/2020	Bank Draft	0.00	-0.91	DFT0005970
1230	Pers (EFT)	12/28/2020	Bank Draft	0.00	5,625.08	DFT0005971
1230	Pers (EFT)	12/28/2020	Bank Draft	0.00	30,289.00	DFT0005972
1230	Pers (EFT)	12/28/2020	Bank Draft	0.00	12,185.96	DFT0005973
1230	Pers (EFT)	12/28/2020	Bank Draft	0.00	115.44	DFT0005974
1230	Pers (EFT)	12/28/2020	Bank Draft	0.00	3,146.00	DFT0005975
1230	Pers (EFT)	12/28/2020	Bank Draft	0.00	57.63	DFT0005976
1586	Principal Life Insurance Company	12/28/2020	Bank Draft	0.00	381.83	DFT0005977
1229	Pers (EFT)	12/28/2020	Bank Draft	0.00	400.00	DFT0005978

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	77	51	0.00	782,750.03
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	97	97	0.00	274,715.74
EFT's	0	0	0.00	0.00
<b>Total</b>	<b>174</b>	<b>152</b>	<b>0.00</b>	<b>1,057,465.77</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	77	51	0.00	782,750.03
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	97	97	0.00	274,715.74
EFT's	0	0	0.00	0.00
	<b>174</b>	<b>152</b>	<b>0.00</b>	<b>1,057,465.77</b>

### Fund Summary

Fund	Name	Period	Amount
100	GENERAL FUND	11/2020	116,690.65
100	GENERAL FUND	12/2020	940,775.12
			<b>1,057,465.77</b>

Account Number	Name	Date	Type	Amount	Reference	Packet
102-0000131-02	Ebert, Alexandra	12/10/2020	Refund	7.54	Check #: 12868	UBPKT10815
102-0000913-03	Murphy, James	12/10/2020	Refund	92.13	Check #: 12869	UBPKT10815
102-0001924-01	Smith, Michael J	12/10/2020	Refund	108.05	Check #: 12870	UBPKT10815
102-0002311-01	Wight, Frederic	12/10/2020	Refund	83.53	Check #: 12871	UBPKT10815
102-0003368-01	Ballou, John	12/10/2020	Refund	217.57	Check #: 12872	UBPKT10815
102-0003549-02	Albano, Christopher and Ashley	12/10/2020	Refund	9.97	Check #: 12873	UBPKT10815
102-0005392-01	Knight, Joellyn E	12/10/2020	Refund	17.22	Check #: 12874	UBPKT10815
102-0006750-02	Peterson, Jeffrey and Dawn	12/10/2020	Refund	74.17	Check #: 12875	UBPKT10815
102-0007040-02	Laney, Nancy	12/10/2020	Refund	108.03	Check #: 12876	UBPKT10815
102-0007607-01	Ihrig, Mark	12/10/2020	Refund	102.48	Check #: 12877	UBPKT10815
102-0007700-01	Yerkes, Richard	12/10/2020	Refund	108.81	Check #: 12878	UBPKT10815
102-0008145-03	Pizzuti, Rosanna	12/10/2020	Refund	84.34	Check #: 12879	UBPKT10815
102-0008763-02	Witz, James and Rhonda	12/10/2020	Refund	108.60	Check #: 12880	UBPKT10815
102-0008906-01	Dalrymple, Avelina	12/10/2020	Refund	10.36	Check #: 12881	UBPKT10815
102-0009147-01	Kerzel, Joseph and Stacy	12/10/2020	Refund	108.31	Check #: 12882	UBPKT10815
102-0010433-01	Wisniewski, Robina	12/10/2020	Refund	133.36	Check #: 12883	UBPKT10815
103-0003710-02	Meyer, George	12/10/2020	Refund	5.54	Check #: 12884	UBPKT10815
103-0004103-01	Greco, Nick	12/10/2020	Refund	13.05	Check #: 12885	UBPKT10815
103-0004605-01	Andersen, James	12/10/2020	Refund	107.31	Check #: 12886	UBPKT10815
103-0004777-02	Peabody, Joshua and Cherie	12/10/2020	Refund	9.52	Check #: 12887	UBPKT10815
106-0013114-01	Snider, Larry	12/10/2020	Refund	36.13	Check #: 12888	UBPKT10815
106-0014329-04	Nichols-Roy, Ryan and Gabrielle	12/10/2020	Refund	108.08	Check #: 12889	UBPKT10815
106-0014388-01	Mart, Robert	12/10/2020	Refund	260.61	Check #: 12890	UBPKT10815
106-0014587-01	Vasconcellos, Guy and Linda	12/10/2020	Refund	1001.35	Check #: 12891	UBPKT10815
106-0014664-01	Anderson, John G	12/10/2020	Refund	22.13	Check #: 12892	UBPKT10815
106-0014854-01	Lightfield, Christy	12/10/2020	Refund	390.22	Check #: 12893	UBPKT10815
106-0016263-01	Wilson, Thomas	12/10/2020	Refund	87.13	Check #: 12894	UBPKT10815
106-0016878-02	Bone, Stephen	12/10/2020	Refund	523.96	Check #: 12895	UBPKT10815
112-1021337-01	Weiss, Leon	12/10/2020	Refund	106.02	Check #: 12896	UBPKT10815
112-1022215-02	Roznowski, Greg	12/10/2020	Refund	108.00	Check #: 12897	UBPKT10815
112-1023095-01	Mapanao, Pacifio	12/10/2020	Refund	97.07	Check #: 12898	UBPKT10815
112-1023415-01	Dias, Eric	12/10/2020	Refund	12.23	Check #: 12899	UBPKT10815
112-1023706-01	Beyer, Darin	12/10/2020	Refund	58.70	Check #: 12900	UBPKT10815
112-1024030-02	Vanderboom, Peter and Ashley	12/10/2020	Refund	5.30	Check #: 12901	UBPKT10815
112-1026320-03	Shtogrin, Sergey and Yuliya	12/10/2020	Refund	6.81	Check #: 12902	UBPKT10815
112-1027560-01	Green, Isaac	12/10/2020	Refund	104.48	Check #: 12903	UBPKT10815
112-1027886-01	Simmons, Jeremy	12/10/2020	Refund	115.83	Check #: 12904	UBPKT10815
112-1028368-01	Michelle, Irvin and Topacio	12/10/2020	Refund	216.73	Check #: 12905	UBPKT10815
112-1028409-01	Zajec, Mark and Shannon	12/10/2020	Refund	108.81	Check #: 12906	UBPKT10815
112-1029192-00	KB Home Sacramento Inc	12/10/2020	Refund	103.70	Check #: 12907	UBPKT10815
113-1021631-01	Fortunato, Dominick	12/10/2020	Refund	156.66	Check #: 12908	UBPKT10815
115-1025605-03	Cottrell, Blake and Jocelyn	12/10/2020	Refund	74.72	Check #: 12909	UBPKT10815
102-0000245-01	James, Alma M	12/28/2020	Refund	26.61	Check #: 12945	UBPKT11042
102-0001469-03	Cino, Randy and Audrey	12/28/2020	Refund	124.80	Check #: 12946	UBPKT11042
102-0001878-01	Keck, William L	12/28/2020	Refund	158.48	Check #: 12947	UBPKT11042
102-0007231-01	Hayes, Paul G	12/28/2020	Refund	103.72	Check #: 12948	UBPKT11042
102-0008899-01	Anderson, Paul	12/28/2020	Refund	84.00	Check #: 12949	UBPKT11042
102-0008909-01	McCrary, Maxine	12/28/2020	Refund	108.00	Check #: 12950	UBPKT11042
102-0010589-02	Dabalos, Brian and Michele	12/28/2020	Refund	111.68	Check #: 12951	UBPKT11042
102-0010932-04	Valle, Augustine and Ellen Del	12/28/2020	Refund	107.66	Check #: 12952	UBPKT11042
103-0003884-02	Masters, Randy	12/28/2020	Refund	137.35	Check #: 12953	UBPKT11042
103-0004761-02	Ahlers, Travis and Sierra	12/28/2020	Refund	14.40	Check #: 12954	UBPKT11042
106-0012817-01	Lewis, Daniel	12/28/2020	Refund	108.65	Check #: 12955	UBPKT11042
106-0014502-01	Pratt, Kenneth	12/28/2020	Refund	7.70	Check #: 12956	UBPKT11042

106-0015396-02	Baldonado, Gordon	12/28/2020	Refund	118.23	Check #:	12957	UBPKT11042
106-0016188-03	Clarke, David and Delores	12/28/2020	Refund	118.25	Check #:	12958	UBPKT11042
106-0016560-02	Chung, Dong Jin	12/28/2020	Refund	117.00	Check #:	12959	UBPKT11042
106-0016671-02	Hole, Robert and Edna	12/28/2020	Refund	107.50	Check #:	12960	UBPKT11042
106-1025634-00	Haddorff, Susan	12/28/2020	Refund	6.65	Check #:	12961	UBPKT11042
112-1021567-01	Strong, Robert	12/28/2020	Refund	148.59	Check #:	12962	UBPKT11042
112-1022140-04	Meyer, Jeff and Joy	12/28/2020	Refund	191.80	Check #:	12963	UBPKT11042
112-1022429-01	Wenzel, Bert	12/28/2020	Refund	12.50	Check #:	12964	UBPKT11042
112-1023192-02	El-Sayegh, Hussein	12/28/2020	Refund	330.89	Check #:	12965	UBPKT11042
112-1024046-02	Cowsert, Bruce	12/28/2020	Refund	112.00	Check #:	12966	UBPKT11042
112-1026827-01	Schmidt, Rex and Jessica	12/28/2020	Refund	108.47	Check #:	12967	UBPKT11042
112-1027639-02	Williamson, Doug and Sandrine	12/28/2020	Refund	112.07	Check #:	12968	UBPKT11042
112-1028535-01	Lambert, Joshua and Brooke	12/28/2020	Refund	104.40	Check #:	12969	UBPKT11042
112-1028993-00	Tim Lewis Communities	12/28/2020	Refund	45.60	Check #:	12970	UBPKT11042
112-1029160-00	Colon, Alma	12/28/2020	Refund	265.85	Check #:	12971	UBPKT11042
112-1029227-00	Homes, Riverland	12/28/2020	Refund	46.80	Check #:	12972	UBPKT11042
112-1029228-00	Homes, Riverland	12/28/2020	Refund	63.60	Check #:	12973	UBPKT11042
112-1029259-00	Homes, Riverland	12/28/2020	Refund	46.80	Check #:	12974	UBPKT11042
113-1025135-02	Pock, Esther and Robert	12/28/2020	Refund	13.20	Check #:	12975	UBPKT11042

**TOTAL REFUNDS 8377.81**

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**STAFF REPORT**

**To:** Board of Directors  
**From:** Carie Huff, District Engineer  
**Cc:** Josh Lelko, Engineering Technician  
**Subject:** Acceptance of the Bill of Sale for Sewer Improvements within Taylor Road Mixed Use  
**Meeting Date:** January 7, 2021

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**Overview**

The Taylor Road Mixed Use improvements are located in Loomis to the east of the intersection of Taylor Road and Sierra College Boulevard. The Taylor Road Mixed Use project consists of two commercial parcels to be developed in the future and twenty-six (26) single-family residential homes for a total of 26 EDUs. The Taylor Road Mixed Use improvements include the following infrastructure:

- Installation of one thousand, three hundred and forty-one (1,341) linear feet of sanitary sewer pipe;
- Installation of seven (7) manholes;
- Installation of five hundred and seventy-seven (577) feet of lower laterals.

**Recommendation**

Staff recommends that the Board of Directors accept the attached Bill of Sale for the Taylor Road Mixed Use improvements.

**Strategic Plan Goal**

This action is consistent with SPMUD Strategic Plan Goals:

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

**Fiscal Impact**

The estimated value of the contributed capital is \$572,647.

Attachments:

1. Bill of Sale
2. Map – Taylor Road Mixed Use

RECEIVED

OCT 26 2020

SOUTH PLACER M.U.D.  
5807 SPRINGVIEW DRIVE  
ROCKLIN, CA 95677  
TEL: 916-786-8555

BILL OF SALE

TAYLOR VILLAGE 2018, LP does hereby grant,  
bargain, sell and convey to SOUTH PLACER MUNICIPAL UTILITY DISTRICT all of its  
rights, title and interest in and to all public sewer pipes, lines, mains, manholes, and  
appurtenances installed by its contractor in that subdivision/project commonly known as  
TAYLOR ROAD MIXED USE

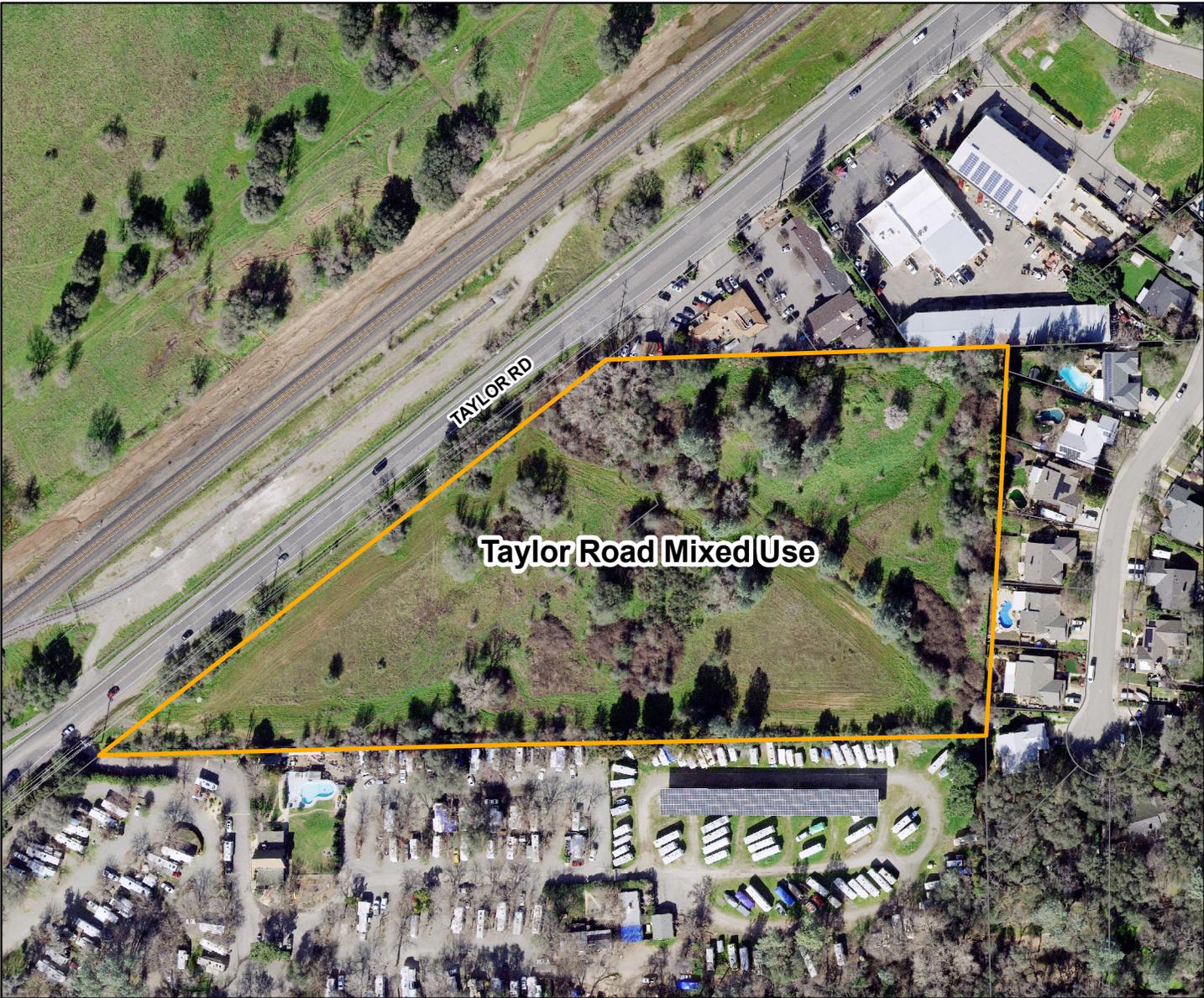
Grantor herein does hereby warrant and guarantee to SOUTH PLACER MUNICIPAL  
UTILITY DISTRICT that all of the personal property described herein consisting of sewer pipes,  
lines, mains, manholes, and appurtenances are free and clear of all mechanics liens and  
encumbrances of any type, nature or description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

Dated this 10-22-2020

By: (Developer/Owner)  
TAYLOR VILLAGE 2018, LP

Shyrel H. Gasiley  
Signature

SHYREL H. GASILEY  
Name (Please Type or Print)  
PRESIDENT OF GENERAL PARTNER



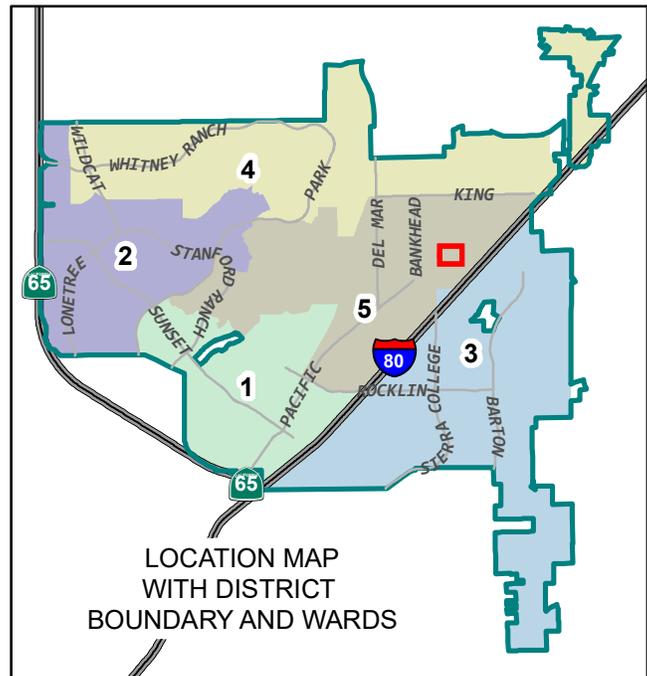
0 100 200 Feet  
1 in = 200 ft



# Taylor Road Mixed Use

**26 EDUs**

Date: 12/21/2020  
 Author: Curtis Little  
 Document Path:  
 G:\spsmud\_gis\mxd\Curtis\Bill Of Sale  
 Maps\2020\MXD\TaylorRdMixedUse.mxd



**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**STAFF REPORT**

**To:** Board of Directors  
**From:** Carie Huff, District Engineer  
**Cc:** Josh Lelko, Engineering Technician  
**Subject:** Acceptance of the Bill of Sale for Sewer Improvements within UAIC School  
**Meeting Date:** January 7, 2021

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**Overview**

The United Auburn Indian Community (UAIC) Tribal School improvements are located at 3141 Taylor Road, Loomis between Rippey Road and Tumble Lane. The UAIC Tribal School project consists of a 34,628 square feet school campus with a tribal education center, administration and classrooms, gymnasium, and cafeteria for a total of 12.28 EDUs. The UAIC Tribal School improvements include the following infrastructure:

- Installation of thirty-two (32) linear feet of sanitary sewer pipe.
- Installation of one (1) manhole.

**Recommendation**

Staff recommends that the Board of Directors accept the attached Bill of Sale for the UAIC Tribal School improvements.

**Strategic Plan Goal**

This action is consistent with SPMUD Strategic Plan Goals:

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

**Fiscal Impact**

The estimated value of the contributed capital is \$12,242.

Attachments:

1. Bill of Sale
2. Map – UAIC Tribal School

**BILL OF SALE**

United Auburn Indian Community, an Indian Tribe does hereby grant, bargain, sell and convey to SOUTH PLACER MUNICIPAL UTILITY DISTRICT all of its rights, title and interest in and to all public sewer pipes, lines, mains, manholes, and appurtenances installed by its contractor in that subdivision/project commonly known as:

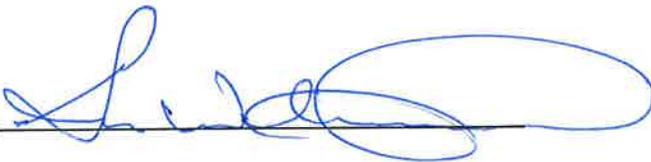
**UAIC Tribal School**

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

Dated this 20<sup>th</sup> day of November 2020

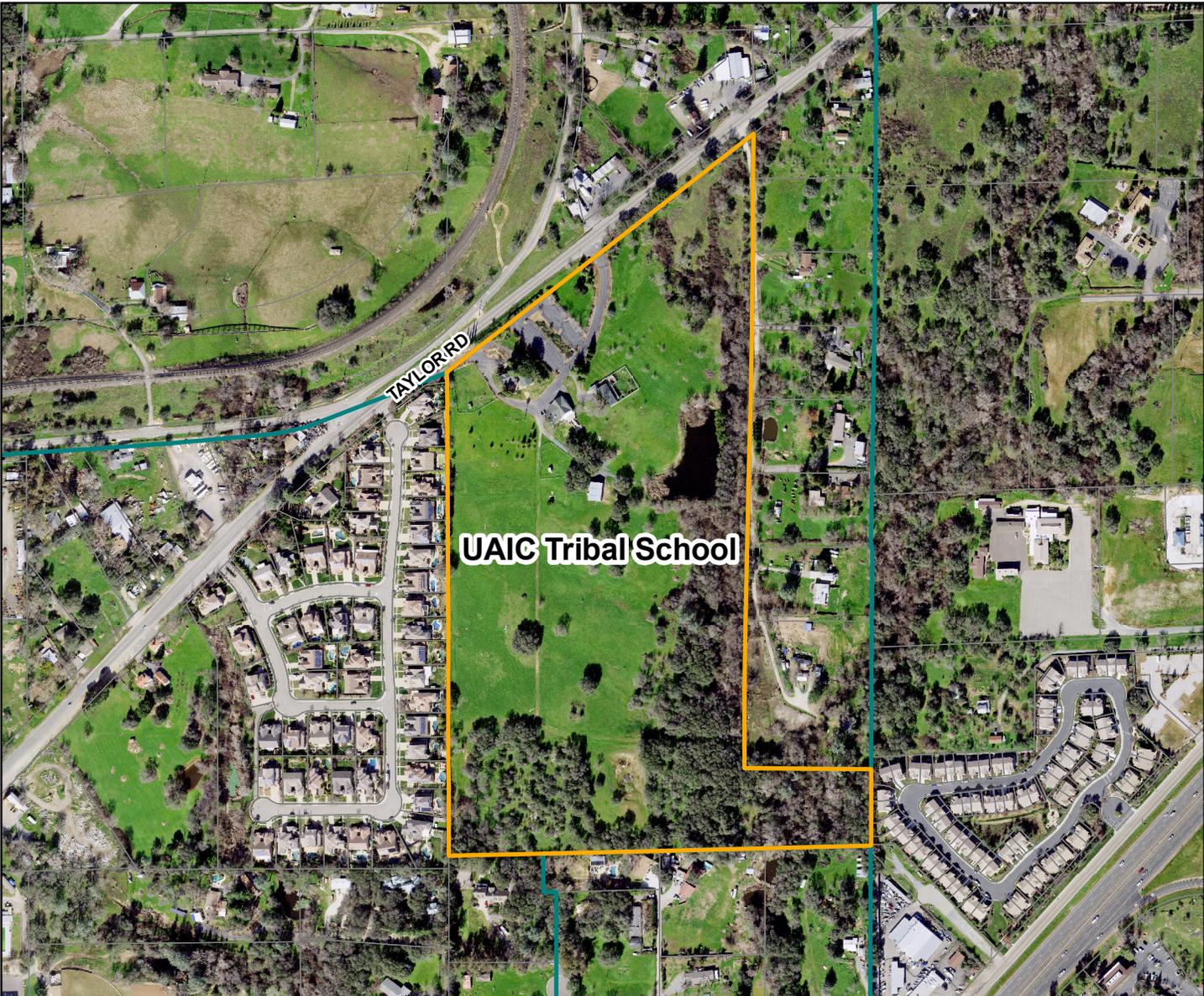
DEVELOPER/OWNER:

**UNITED AUBURN INDIAN COMMUNITY**, a Federally recognized Indian Tribe

By: 

Name: Gene Whitehouse

Its: Chairman



0 250 500 Feet  
1 in = 500 ft



# UAIC Tribal School

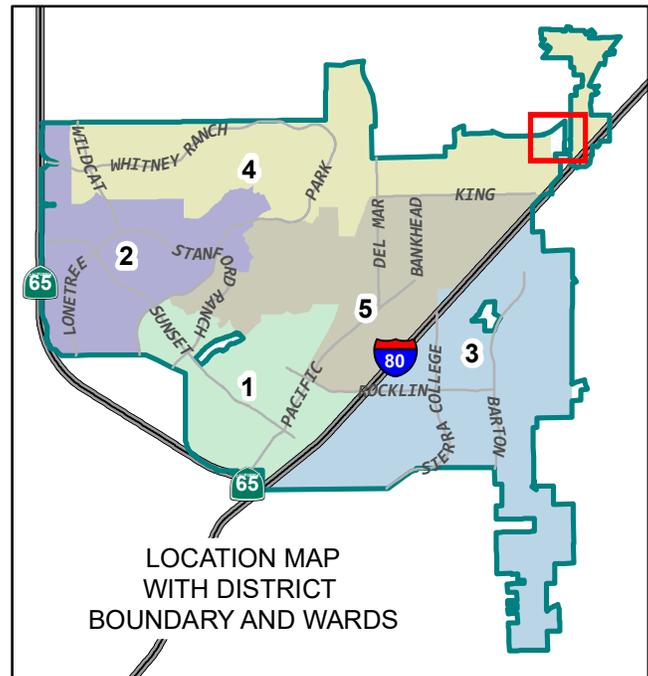
**12.28 EDUs**

Date: 12/21/2020

Author: Curtis Little

Document Path:

G:\spmud\_gis\mxd\Curtis\Bill Of Sale  
Maps\2021\UAIC.mxd



LOCATION MAP  
WITH DISTRICT  
BOUNDARY AND WARDS

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors  
**From:** Emilie Costan, Administrative Services Manager  
**Cc:** Herb Niederberger, General Manager  
**Subject:** Resolution 21-01, Updating the Investment of District Funds Strategy  
**Meeting Date:** January 7, 2021

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**Overview**

The South Placer Municipal Utility District (District) operates in accordance with the Municipal Utilities District (MUD) Act of California which is codified in the State of California Public Utilities Code §11501, et seq. Public Utilities Code §12871 allows the District to invest surplus money in its treasury and the California Government Code, primarily §53601 and related subsections, authorize the types of investment vehicles allowed in a California local agency’s portfolio. The investment vehicles emphasize preservation of capital and conservative investments, and the District is not permitted to purchase an investment that is not specifically authorized by law and within the scope of investments designated by the District’s Board of Directors.

On December 3, 2015, the Board of Directors adopted Resolution 15-27 which adopted *Policy 3120 – Investment of District Funds* in its entirety. In February 2016, the District adopted a strategy for the investment of District funds which was revised with Resolution 18-15 in June 2018. One of the ways the District managed its exposure to interest rate risk was by purchasing a combination of short and long-term investments and timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for District operations. Per Resolution 18-15, as Fixed Income Securities being held in the Long-Term Portfolio mature, rather than reinvesting into other Fixed Income Securities, the proceeds are distributed evenly among the Cal Trust Medium Term Holdings and the Placer County Treasury.

Based on market fluctuations and the unprecedented low interest rates seen in 2020, as the remaining Fixed Income Securities mature through September 29, 2021 and are rolled into a Money Market account, it may not make sense to move the funds into medium term investment vehicles and conversely at certain times in the market it may not make sense to purchase additional short-term investment vehicles. A strategy was discussed during the Fee and Finance Advisory Committee on November 19, 2020 with the recommendation that it be forwarded to the Board of Directors for consideration. This strategy calls for the District to distribute the remaining 11.34M located in the Fixed Income Securities and Money Market account among the CalTRUST Short Term, CalTRUST Medium Term, Placer County Treasury, and Local Agency Investment Fund (LAIF) depending on market conditions and quarterly performance. At no time shall any one investment pool contain more than 75% of the District’s investment portfolio.

**Recommendation**

Staff recommends that the Board of Directors adopt Resolution 21-01, Updating the Investment of District Funds Strategy.

**Strategic Plan Goals**

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.2: Improve Communications.

Goal 1.3: Maintain transparency with all District activities

Goal 5.2: Explore and evaluate investment and business practice alternatives

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

Goal 7.3: Business Efficiencies

**Related District Ordinances or Policies**

This action complies with the following District Policy:

Policy No. 3120 – Investment of District Funds

**Fiscal Impact**

This action has the potential increase to the rate of return on District investments thereby increasing the funds available in the District's treasury.

**Attachments**

1. Resolution 21-01

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**RESOLUTION NO. 21-01**

**UPDATING THE INVESTMENT OF DISTRICT FUNDS STRATEGY**

WHEREAS, Public Utilities Code § 12871 allows the District to invest money in its treasury; and,

WHEREAS, on December 3, 2015, the Board of Directors approved Resolution 15-27 which adopted Policy No. 3120 - Investment of District Funds; and

WHEREAS, the District adopted Resolution 16-04 which was revised on June 7, 2018 by Resolution 18-15 divesting the District of certain Fixed Income Securities held in the Long-Term Portfolio without incurring penalty or greater risk and distributing the divested funds evenly among the CalTrust Medium Term holdings and the Placer County Treasury; and

WHEREAS, per Government Code §53601 and District Policy No. 3120 - Investment of District Funds, the District shall not have more than 75% of the District's investment portfolio in a single investment pool; and

WHEREAS, Consistent with the three primary principals of public fund investment, 1). Safety, 2). Liquidity and 3). Return on Investment, in that order of priority, the District may respond to market conditions and quarterly performance indicators to determine the appropriate investment pool to move divested Fixed Income Securities.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the South Placer Municipal Utility District that in accordance with the aforementioned Policy No. 3120 - Investment of District Funds, the investment strategy shall be updated to allow the District to

move the remaining 11.34M in Fixed Income Securities to CalTRUST Short Term, CalTRUST Medium Term, Placer County Treasury, and Local Agency Investment Fund (LAIF) as they mature depending on market conditions and quarterly performance.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 7th Day of January 2021.

Signed: \_\_\_\_\_  
William Dickinson, President of the Board of Directors

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

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**STAFF REPORT**

**To:** Board of Directors

**From:** Herb Niederberger, General Manager

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

**Subject:** COVID-19 Update

**Meeting Date:** January 7, 2021

---

**Overview**

The purpose of this Staff Report is to provide the Board of Directors with an update of the COVID-19 outbreak.

The District has prepared a COVID-19 Prevention Plan (CPP) in accordance with the new Cal OSHA regulations that went in effect on November 30, 2020. A copy of the District's CPP is attached to this staff report.

The CPP was implemented and effective immediately and requires all employees to wear a mask in the workplace and maintain a 6' distance from other employees. The only exception to the 6' distance requirement is for short durations where the work task does not allow for 6' of separation and momentary exposure while persons are in movement.

In addition, the Greater Sacramento Region which includes Placer County dropped below the 15% ICU capacity and will be subject to a Stay-at-Home Order beginning December 10th at 11:59 p.m. The order will be in effect until the ICU availability is once again at least 15% but for no less than 3 weeks (at a minimum through December 31st). <https://covid19.ca.gov/stay-home-except-for-essential-needs/>

Per the CPP, when Placer County is subject to a full Stay-at-Home Order, the District implemented the following modifications to its standard operations:

- Conduct meetings including Board meetings remotely.
- Close the District Office to the public.
- Drive separate vehicles.
- Require a 50% reduction in office staff through telework assignments.
- Close all shared spaces that are not essential to District operations.
- Require electronic plan submittals.

Placer County remains at the highest risk level tier for the spread of COVID 19 -Widespread. As of December 22, 2020. it was reported that Placer County has a case rate of 51.1 new cases per

day per 100,000 residents, a 12.5 % positivity rate and ICU capacity of 1.1%. This represents a significant increase over the previous reporting period. As such, many non-essential indoor business operations are obligated to close. Sewer service is considered an essential business, and the District is compelled to take steps necessary to ensure the safety of its employees and customers.

Despite these efforts, the District personnel have experienced multiple instances of close contact, within 6-feet for more than 15 minutes over 24-hours, with someone who tested positive for COVID-19. In accordance with the CPP, these employees are quarantined at home for 14 days from the last day of exposure. The District has had one employee test positive for COVID-19. This employee has not returned to work, and there have been no additional positive cases or symptoms reported from potential exposure at the workplace. Despite an increase in exposures, the Families First Coronavirus Response Act (FFCRA) which provides up to two weeks of additional paid sick leave and partial paid time to care for children whose school or place of care is closed, expires on December 31<sup>st</sup> and has not been extended.

Economic Impacts

The District is experiencing the impact of COVID-19 on the Fund 100 revenues from the monthly sewer charges. The chart below indicates the number and magnitude of the delinquent accounts and past due amounts.

Total Accounts	Current Amount	30 Days Delinquent	60 Days Delinquent	90 Days Delinquent	120 Days Delinquent	Balance Due
45	\$27,434	\$21,940	\$ 13,346	\$4,152	\$1017	\$67,890

It should be noted that although it appears that the magnitude of the delinquent accounts has stabilized, that these bills are reported quarterly. As such, the balance due is expected to jump every three months, as opposed to monthly. One of the larger delinquent accounts is responsible for over \$23,000 of the delinquency and the parent company has filed for Chapter 11 Bankruptcy protection. Several food service establishments are in arrears for amounts over \$1,000 as is one large retail chain in a strip mall. Further review indicates that some of these delinquent accounts are chronic delinquencies and repeat annually with the transfer of delinquent service charges to the Placer County Tax roll. Despite the large balance due, the District has not received any requests for relief from the monthly service charge. The District resumed assessing late fees on delinquent accounts on October 1, 2020.

Development fees have rebounded from the steep decline in the beginning of the pandemic. The first six months of revenues from connection fees, plan review, and inspections have already exceeded not only the amount budgeted for the current fiscal year 2020/21, but also the amount collected during the prior fiscal year 2019/20.

Personnel

Due to the COVID-19 outbreak and the resulting public health orders, schools have taken extra precautions to prevent the spread of COVID-19. Beginning January 19, 2021, students in the Rocklin Unified School District will transition to a 5-day/week am/pm in-person instruction. At

this point in time, a small number of District employees have been inconvenienced by distance learning and the District is accommodating their needs.

### Meetings

Staff suggests that the District continue videoconferencing the meeting of the Board of Directors using Zoom Meeting. In the unlikely event that Placer County achieves a Blueprint risk level of Minimal, then perhaps the Board can transition back to meeting in person.

### **Recommendation**

Staff requests the Board of Directors receive and file this report

### **Strategic Plan Goals**

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.3: Maintain Transparency with all District Activities

Goal 4.1: Maintain Compliance with Pertinent Regulations

### **Fiscal Impact**

Staff believes the accumulating delinquencies will be rectified in the current year or will be transferred to the Placer County Tax roll. Development fees have rebounded from the steep decline in the beginning of the pandemic, with the first six months of revenues from connection fees, plan review, and inspections already exceeding the amount budgeted for the current fiscal year as well as the amount collected in the prior fiscal year. Staff does not anticipate any further significant impact on revenues due to the COVID-19 outbreak or the need to use \$1 million in its rate stabilization reserve to make up for any lost revenue.

### Attachments

1. COVID-19 Prevention Plan (CPP)



# COVID-19 Prevention Program

South Placer Municipal Utility District  
5807 Springview Drive Rocklin, CA 95677  
December 1, 2020

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## Introduction

This COVID-19 Prevention Program is prepared in accordance with Section 3205 of the Title 8, Division 1. Department of Industrial Relations, Chapter 4. Division of Industrial Safety, Subchapter 7. General Industry Safety Orders. A copy of Section 3205 is included as Appendix A and incorporated by reference. Employers shall establish, implement, and maintain an effective, written COVID-19 Prevention Program, which may be integrated into the employer's Injury and Illness Program or be maintained in a separate document. In April 2020, the South Placer Municipal Utility District (District) prepared a Pandemic Illness/Workforce Shortage Continuity of Operations Guide in response to the COVID-19 Outbreak. A copy of the Continuity of Operations Guide is included as Appendix B. This COVID-19 Prevention Program is intended to act as a supplement to that Continuity of Operations Guide.

In September 2020, the State mobilized a Blueprint for a Safer Economy with criteria for loosening or tightening restrictions on activities. The Blueprint establishes risk levels based upon a case rate of COVID-19 cases per 100,000 population and a positivity rate.

The 4 Risk Levels are:

- *Minimal* – Most indoor business operations are open with modifications;
- *Moderate* – Some indoor business operations are open with modifications;
- *Substantial* - Some non-essential indoor business operations are closed; and
- *Widespread* – Many non-essential business operations are closed.

The current risk level for Placer County can be found at <https://covid19.ca.gov/safer-economy/>. In addition to the restriction imposed for each of the four risk level tiers, the State of California may issue both Statewide and Regional “Stay at Home” orders. The “Stay at Home” orders prohibit gatherings of any size, close operations except for critical infrastructure and retail, and require 100% masking and physical distancing.

The District provides wastewater collection and conveyance and is considered essential critical infrastructure. All District employees are considered essential workers and are required regardless of the Risk Level. Employees that primarily spend their work hours at a computer may be eligible to complete some or all of their work assignments remotely.

## Authority and Responsibility

The General Manager has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

For additional Roles and Responsibilities please refer to the Pandemic Influenza Continuity of Operations Guide.

## Definitions

Close Contact means being within six feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period. This definition applies regardless of the use of face coverings.

COVID-19 means the coronavirus disease, an infectious disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

COVID-19 Test means a viral test for SARS-CoV-2 that is:

- Approved by the United States Food and Drug Administration (FDA) or has an Emergency Use Authorization from the FDA to diagnose current infection with the SARS-CoV-2 virus; and
- Administered in accordance with the FDA approval or the FDA Emergency Use Authorization as applicable.

Direct Exposure means having had Close Contact with a person who has tested positive for COVID-19.

Face Covering means a tightly woven fabric or non-woven material with no visible holes or openings, which covers the nose and mouth.

Indirect Exposure means having close contact with a person who has been Directly Exposed but has not tested positive for COVID-19.

Office Staff means those staff that work primarily at a dedicated desk space at the District Headquarters or Corporation Yard and only occasionally perform work assignments at locations other than their designated desk space. Field Supervisors that direct field work are not considered Office Staff for the purposes of the COVID-19 Prevention Program.

Self-Monitor means be alert for symptoms of COVID-19. Take your temperature every morning and night. If you develop symptoms, do not come to work and contact your supervisor.

Self-Quarantine (no symptoms) means stay home for 14 days from last day of exposure.

Self-Quarantine (with symptoms) means stay home until symptoms have improved and at least 10 days have passed from the time that symptoms first appeared.

Self-Quarantine (positive test & no symptoms) means stay home for 10 days from the day the test was conducted.

Self-Quarantine (positive test with symptoms) means stay home until symptoms have improved and at least 10 days have passed from the time that symptoms first appeared.

## **Anti-Retaliation**

Retaliation in any form is unacceptable and will not be tolerated by the District. The District will not retaliate against any employee for any of the following reasons:

- Reporting COVID-19 symptoms, test results, or potential exposures.
- Taking time off work due to COVID-19 as allowed by District Policy and State Law.
- Teleworking due to COVID-19.

The District will not permit retaliation by any employee of the District against another employee of the District for any of the above reasons. Employees that are found to have retaliated against anyone for any of the above reasons will be subject to disciplinary action up to and including termination.

## **Communication**

The District requires that all employees daily self-certify whether they are experiencing COVID-19 related symptoms, had any close contact with someone who tested positive for COVID-19, or traveled out of the state. This self-certification is a confidential document and is compiled by the District's Human Resources staff. A copy of the self-certification is included as Appendix C.

Employees have been directed to be truthful in the self-certification, and employees may, without fear of reprisal, report to their manager any COVID-19 symptoms, possible COVID-19 exposures, or any possible COVID-19 hazards in the workplace.

Employees have been directed to stay home if they are sick. All sick leave absences during the crisis will be coded to a separate time code. This will allow the District to separate absences during the outbreak and possibly recover the cost to the District.

Employees who have been diagnosed with COVID-19 or exposed to someone with COVID-19 must self-quarantine at home for a minimum of 14 days from the last day of exposure or 10 days after a positive test. Exposure to COVID-19 is defined as close contact with someone who tested positive for COVID-19 (within 6 feet for 15 minutes or more) in the last 14 days. Employees who have been indirectly exposed to COVID-19 are expected to report to work.

A flowchart of the Exposure Assessment procedure and return to work criteria is included as Appendix D.

## **COVID-19 Hazards**

The District encourages employee participation in the identification and evaluation of COVID-19 hazards. The District shall conduct a workplace-specific identification of all interactions, areas, activities, processes, equipment, and materials that could potentially expose employees to COVID-19 (see Appendix E COVID-19 Hazards Form). The District will also conduct periodic inspections to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures (see Appendix F COVID-19 Inspection Form). Unsafe and unhealthy work conditions will be corrected in a timely manner.

The District will attempt to follow Department of Public Health guidelines for employees that have been identified as being at an elevated risk to COVID-19. If there are not enough employees in an essential job classification to ensure continued function of essential District operations affecting the General Welfare and Health and Public Safety, the District will attempt to train or utilize other resources wherever possible; however, at risk staff may be required to perform essential services when other reasonable accommodations no longer exist.

### **Physical Distancing**

All employees shall be separated from other persons by at least six feet, except where six feet of separation is not possible, and except for momentary exposure while persons are in movement. Methods of physical distancing include telework or other remote work arrangements; reducing the number of persons in an area at one time, including visitors; visual cues such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel; staggered arrival, departure, work, and break times; and adjusted work processes or procedures, such as reducing production speed, to allow greater distance between employees.

When it is not possible to maintain a distance of at least six feet, individuals shall be as far apart as possible.

### **Face Coverings**

All employees shall wear face coverings over the nose and mouth when indoors, when outdoors and less than six feet away from another person, and where required by orders from the California Department of Public Health (CDPH) or local health department. Employees shall ensure that face coverings are clean and undamaged. Face shields are not a replacement for face coverings, although they may be worn together for additional protection. The following are exceptions to the face coverings requirement:

- While eating and drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
- Employees wearing respiratory protection in accordance with section 5144 or other title 8 safety orders.
- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person.

### **Other Personal Protective Equipment**

The District shall evaluate the need for personal protective equipment to prevent exposure to COVID-19 hazards, such as gloves, goggles, and face shields, and provide such personal protective equipment as needed. The District shall provide and encourage use of eye protection and respiratory protection when employees are exposed to procedures that may aerosolize potentially infectious material such as wastewater, saliva, or respiratory tract fluids.

## **Cleaning and Disinfecting Procedures**

The District shall identify and regularly clean and disinfect frequently touched surfaces and objects, such as doorknobs, elevator buttons, equipment, tools, handrails, handles, controls, bathroom surfaces, and steering wheels. In addition to the standard Janitorial Services that are performed on Tuesdays and Fridays, the headquarters building shall be cleaned twice daily by wiping all frequently touched surfaces with antibacterial wipes or an equivalent and the restrooms shall be cleaned daily. The Corporation Yard building shall be cleaned in accordance with the current Cleaning and Disinfection of the Corporation Yard Building Schedule.

The sharing of personal protective equipment and to the extent feasible, items that employees come in regular physical contact with (such as phones, headsets, desks, keyboards, writing materials, instruments, and tools) is prohibited. When it is not feasible to prevent sharing, sharing shall be minimized, and such items and equipment shall be disinfected between uses by different people. Cleaning and disinfecting must be done in a manner that does not create a hazard to employees. See Group 2 and Group 16 of the General Industry Safety Orders for further information.

To protect employees from COVID-19 hazards, the District shall encourage employees to wash their hands for at least 20 seconds with warm water each time. If need be, the District shall re-evaluate its handwashing facilities, determine the need for additional facilities, encourage and allow time for employee handwashing, and provide employees with an effective hand sanitizer.

## **Potential Operational Modifications**

To protect District employees and customers, the business office may be closed. When the office is closed, no customer payments will be accepted over the counter. The District is accepting payments by phone, mail, electronically and through the drop box.

To maintain the required social distancing (greater than 6-feet) and limit exposure, Administrative Services and Technical Services personnel working in the office may be reduced or at a minimum assigned separate work areas. Those office employees that are assigned to work from home will utilize a District provided Virtual Private Network (VPN). This will allow the District to continue operations and respond to customer requests for service.

District personnel may not be allowed to have two employees in a vehicle. Crews may be required to drive separate vehicles to maintain social distancing. If need be, the District may implement staggered work schedules, effectively dividing the field services workforce into fourths with staff working alternating weeks and with staggered start times. This will effectively reduce the exposure of any one work crew to the remaining staff.

Breakrooms and other shared spaces where employees congregate may be temporarily closed.

All new development and tenant improvement plan checks may be required to be submitted electronically. Those plan checks already under review will be completed and returned and construction may commence if District workforces are available.

## Operational Modifications by Tier

When Placer County is in the *Minimal* risk tier, the District will implement the following modifications to its standard operations:

- Attempt to conduct meetings including Board meetings remotely.
- Screen all visitors using a no-touch thermometer and the screening assessment checklist.

When Placer County is in the *Moderate* risk tier, the District will implement the following modifications to its standard operations:

- Attempt to conduct meetings including Board meetings remotely.
- Screen all visitors using a no-touch thermometer and the screening assessment checklist.
- Drive separate vehicles.

When Placer County is in the *Substantial* risk tier, the District will implement the following modifications to its standard operations:

- Attempt to conduct meetings including Board meetings remotely.
- Screen all visitors using a no-touch thermometer and the screening assessment checklist.
- Drive separate vehicles.
- Require electronic plan submittals.

When Placer County is in the *Widespread* risk tier, the District will implement the following modifications to its standard operations:

- Conduct meetings including Board meetings remotely.
- Close the District Office to the public.
- Drive separate vehicles.
- Allow telework assignments for staff whose positions allow for it.
- Require electronic plan submittals.

When Placer County is subject to a full “Stay at Home” order, the District will implement the following modifications to its standard operations:

- Conduct meetings including Board meetings remotely.
- Close the District Office to the public.
- Drive separate vehicles.
- Require a 50% reduction in office staff<sup>1</sup> through telework assignments.

<sup>1</sup> See definition of Office Staff.

- Close all shared spaces that are not essential to District operations.
- Require electronic plan submittals.

### **Additional Operational Modifications by Department**

When the Administrative Services Department (5 FTE) has one or more positive cases, the District will implement the following modifications to its standard operations:

- Require teleworking for all but one designated staff member who will still report to the office for 14 days.

When the Field Services Department (17 FTE) has three or more positive cases, the District will implement the following modifications to its standard operations:

- Implement staggered work schedules until 14 days after positive cases remain at less than three employees.

When the Technical Services Department (6 FTE) has one or more positive cases, the District will implement the following modifications to its standard operations:

- Reduce and/or eliminate the time that inspectors are working in the office.
- Allow teleworking for Engineering Technician positions.
- Allow take home vehicles for those employees whose positions allow for it.

### **Testing**

The District will offer COVID-19 testing at no cost to employees during their working hours for all employees who had potential COVID-19 exposure in the workplace. Employees potentially exposed in the workplace shall be reimbursed for their out-of-pocket cost for any test, co-pay, and standard mileage if traveling in their own vehicle to or from the testing location.

Testing can be obtained through the employees' health insurance provider, Placer County, or the District's Occupational Health provider. To schedule a test through Placer County visit: <https://www.placer.ca.gov/Faq.aspx?QID=1541>.

### **Reporting, Recordkeeping, and Access**

The District will investigate and respond to any COVID-19 cases in the workplace. The District shall take the following actions when there has been a COVID-19 case:

- a. Determine the day and time the COVID-19 case was last present and, to the extent possible, the date of the positive COVID-19 test(s) and/or diagnosis, and the date the COVID-19 case first had one or more COVID-19 symptoms, if any were experienced.
- b. Determine who may have had a COVID-19 exposure. This requires an evaluation of the activities of the COVID-19 case and all locations at the workplace which may have been visited by the COVID-19 case during the high-risk exposure period.

- c. Give notice of the potential COVID-19 exposure, within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case, to the following:
  - All employees who may have had COVID-19 exposure and their authorized representatives.
  - Independent contractors and other employers present at the workplace during the high-risk exposure period.

The District will investigate whether any workplace conditions could have contributed to the risk of COVID-19 exposure and what could be done to reduce exposure to COVID-19 hazards.

The District shall report information about COVID-19 cases at the workplace to the local health department whenever required by law and shall provide any related information requested by the local health department.

The District shall report immediately any COVID-19-related serious illnesses or death of an employee occurring in a place of employment or in connection with any employment.

The District shall maintain records of the steps taken to implement the written COVID-19 Prevention Program.

This COVID-19 Prevention Program shall be made available at the workplace to employees, authorized employee representatives, and to the public immediately upon request.

The District shall keep a record of and track all COVID-19 cases with the employee's name, contact information, occupation, location where the employee worked, the date of the last day at the workplace, and the date of a positive COVID-19 test. Medical information shall be kept confidential. The information shall be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.

### **Return to Work Criteria**

COVID-19 cases with COVID-19 symptoms shall not return to work until:

- At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications;
- COVID-19 symptoms have improved; and
- At least 10 days have passed since COVID-19 symptoms first appeared.

COVID-19 cases who tested positive but never developed COVID-19 symptoms shall not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.

A negative COVID-19 test shall not be required for an employee to return to work.

If an order to isolate or quarantine an employee is issued by a local or state health official, the employee shall not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period shall be 10 days from the time the order to isolate was effective, or 14 days from the time the order to quarantine was effective.

If there are no violations of local or state health officer orders for isolation or quarantine, the District may allow employees to return to work on the basis that the removal of an employee would create undue risk to a community's health and safety. In such cases, the employer shall develop, implement, and maintain effective control measures to prevent transmission in the workplace including providing isolation for the employee at the workplace and, if isolation is not possible, the use of respiratory protection in the workplace.

## Benefits

Employees of the District that are impacted by COVID-19 may be entitled to one or more of the following benefits:

- *Emergency Paid Sick Leave (EPSL)* under the Families First Coronavirus Relief Act (FFCRA). EPSL forms should be submitted to your Department Manager or the Administrative Services Manager.
- *Worker's Compensation* benefits under Executive Order N-62-20. SDRMA Worker's Compensation Claim Forms should be submitted to your Department Manager or the Administrative Services Manager.
- *State Disability Insurance*. The 7-day unpaid waiting period for State Disability Insurance has been waived for claims related to the coronavirus. For more information on Disability Insurance and Paid Family Leave related to the Coronavirus please visit [https://edd.ca.gov/about\\_edd/coronavirus-2019.htm](https://edd.ca.gov/about_edd/coronavirus-2019.htm).
- *Negative Sick Leave*. The District has enacted this Temporary MOU as an additional measure to support District employees during the Coronavirus. Negative Sick Leave Agreements shall be approved by the General Manager prior to entering into a negative balance.

Please see the Administrative Services Manager for additional information on obtaining any of these benefits.

## Subchapter 7. General Industry Safety Orders

Adopt Section 3205 to read:

§ 3205. ~~“Shall” and “Should.” [Repealed]~~ COVID-19 Prevention.

(a) Scope.

(1) This section applies to all employees and places of employment, with the following exceptions:

(A) Places of employment with one employee who does not have contact with other persons.

(B) Employees working from home.

(C) Employees when covered by section 5199.

(2) Nothing in this section is intended to limit more protective or stringent state or local health department mandates or guidance.

(b) Definitions. The following definitions apply to this section and to sections 3205.1 through 3205.4.

(1) “COVID-19” means coronavirus disease, an infectious disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

(2) “COVID-19 case”

(A) Means a person who:

1. Has a positive “COVID-19 test” as defined in this section;

2. Is subject to a COVID-19-related order to isolate issued by a local or state health official; or

3. Has died due to COVID-19, in the determination of a local health department or per inclusion in the COVID-19 statistics of a county.

(B) A person is no longer a “COVID-19 case” in this section when a licensed health care professional determines that the person does not have COVID-19, in accordance with recommendations made by the California Department of Public Health (CDPH) or the local health department pursuant to authority granted under the Health and Safety Code or Title 17, California Code of Regulations to CDPH or the local health department.

(3) “COVID-19 exposure” means being within six feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the “high-risk

exposure period” defined by this section. This definition applies regardless of the use of face coverings.

(4) “COVID-19 hazard” means exposure to potentially infectious material that may contain SARS-CoV-2, the virus that causes COVID-19. Potentially infectious materials include airborne droplets, small particle aerosols, and airborne droplet nuclei, which most commonly result from a person or persons exhaling, talking or vocalizing, coughing, sneezing, or procedures performed on persons which may aerosolize saliva or respiratory tract fluids, among other things. This also includes objects or surfaces that may be contaminated with SARS-CoV-2.

(5) “COVID-19 symptoms” means fever of 100.4 degrees Fahrenheit or higher, chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea, unless a licensed health care professional determines the person’s symptoms were caused by a known condition other than COVID-19.

(6) “COVID-19 test” means a viral test for SARS-CoV-2 that is:

(A) Approved by the United States Food and Drug Administration (FDA) or has an Emergency Use Authorization from the FDA to diagnose current infection with the SARS-CoV-2 virus; and

(B) Administered in accordance with the FDA approval or the FDA Emergency Use Authorization as applicable.

(7) “Exposed workplace” means any work location, working area, or common area at work used or accessed by a COVID-19 case during the high-risk period, including bathrooms, walkways, hallways, aisles, break or eating areas, and waiting areas. The exposed workplace does not include buildings or facilities not entered by a COVID-19 case.

(A) Effective January 1, 2021, the “exposed workplace” also includes but is not limited to the “worksite” of the COVID-19 case as defined by Labor Code section 6409.6(d)(5).

(8) “Face covering” means a tightly woven fabric or non-woven material with no visible holes or openings, which covers the nose and mouth.

(9) “High-risk exposure period” means the following time period:

(A) For persons who develop COVID-19 symptoms: from two days before they first develop symptoms until 10 days after symptoms first appeared, and 24 hours have passed with no fever, without the use of fever-reducing medications, and symptoms have improved; or

(B) For persons who test positive who never develop COVID-19 symptoms: from two days before until ten days after the specimen for their first positive test for COVID-19 was collected.

(c) Written COVID-19 Prevention Program. Employers shall establish, implement, and maintain an effective, written COVID-19 Prevention Program, which may be integrated into the employer's Injury and Illness Program required by section 3203, or be maintained in a separate document. The written elements of a COVID-19 Prevention Program shall include:

(1) System for communicating. The employer shall do all of the following in a form readily understandable by employees:

(A) Ask employees to report to the employer, without fear of reprisal, COVID-19 symptoms, possible COVID-19 exposures, and possible COVID-19 hazards at the workplace.

(B) Describe procedures or policies for accommodating employees with medical or other conditions that put them at increased risk of severe COVID-19 illness.

(C) Provide information about access to COVID-19 testing. If testing is required under this section, section 3205.1, or section 3205.2, the employer shall inform affected employees of the reason for the COVID-19 testing and the possible consequences of a positive test.

(D) In accordance with subsection (c)(3)(B)3., communicate information about COVID-19 hazards and the employer's COVID-19 policies and procedures to employees and to other employers, persons, and entities within or in contact with the employer's workplace.

NOTE: See subsections (c)(3)(C) and (c)(3)(D) for confidentiality requirements for COVID-19 cases.

(2) Identification and evaluation of COVID-19 hazards.

(A) The employer shall allow for employee and authorized employee representative participation in the identification and evaluation of COVID-19 hazards.

(B) The employer shall develop and implement a process for screening employees for and responding to employees with COVID-19 symptoms. The employer may ask employees to evaluate their own symptoms before reporting to work. If the employer conducts screening at the workplace, the employer shall ensure that face coverings are used during screening by both screeners and employees and, if temperatures are measured, that non-contact thermometers are used.

(C) The employer shall develop COVID-19 policies and procedures to respond effectively and immediately to individuals at the workplace who are a COVID-19 case to prevent or reduce the risk of transmission of COVID-19 in the workplace.

(D) The employer shall conduct a workplace-specific identification of all interactions, areas, activities, processes, equipment, and materials that could potentially expose

employees to COVID-19 hazards. Employers shall treat all persons, regardless of symptoms or negative COVID-19 test results, as potentially infectious.

1. This shall include identification of places and times when people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not, for instance during meetings or trainings and including in and around entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

2. This shall include an evaluation of employees' potential workplace exposure to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. Employers shall consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

(E) For indoor locations, the employer shall evaluate how to maximize the quantity of outdoor air and whether it is possible to increase filtration efficiency to the highest level compatible with the existing ventilation system.

(F) The employer shall review applicable orders and guidance from the State of California and the local health department related to COVID-19 hazards and prevention, including information of general application and information specific to the employer's industry, location, and operations.

(G) The employer shall evaluate existing COVID-19 prevention controls at the workplace and the need for different or additional controls. This includes evaluation of controls in subsections (c)(4), and (c)(6) through (c)(8).

(H) The employer shall conduct periodic inspections as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with employers' COVID-19 policies and procedures.

(3) Investigating and responding to COVID-19 cases in the workplace.

(A) Employers shall have an effective procedure to investigate COVID-19 cases in the workplace. This includes procedures for verifying COVID-19 case status, receiving information regarding COVID-19 test results and onset of COVID-19 symptoms, and identifying and recording COVID-19 cases.

(B) The employer shall take the following actions when there has been a COVID-19 case at the place of employment:

1. Determine the day and time the COVID-19 case was last present and, to the extent possible, the date of the positive COVID-19 test(s) and/or diagnosis, and the date the

COVID-19 case first had one or more COVID-19 symptoms, if any were experienced.

2. Determine who may have had a COVID-19 exposure. This requires an evaluation of the activities of the COVID-19 case and all locations at the workplace which may have been visited by the COVID-19 case during the high-risk exposure period.

Note: See subsection (c)(10) for exclusion requirements for employees with COVID-19 exposure.

3. Give notice of the potential COVID-19 exposure, within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case, to the following:
  - a. All employees who may have had COVID-19 exposure and their authorized representatives.
  - b. Independent contractors and other employers present at the workplace during the high-risk exposure period.
4. Offer COVID-19 testing at no cost to employees during their working hours to all employees who had potential COVID-19 exposure in the workplace and provide them with the information on benefits described in subsections (c)(5)(B) and (c)(10)(C).
5. Investigate whether any workplace conditions could have contributed to the risk of COVID-19 exposure and what could be done to reduce exposure to COVID-19 hazards.

(C) Personal identifying information of COVID-19 cases or persons with COVID-19 symptoms shall be kept confidential. All COVID-19 testing or related medical services provided by the employer under this section and sections 3205.1 through 3205.4 shall be provided in a manner that ensures the confidentiality of employees.

EXCEPTION to subsection (c)(3)(C): Unredacted information on COVID-19 cases shall be provided to the local health department, CDPH, the Division, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law immediately upon request.

(D) The employer shall ensure that all employee medical records required by this section and sections 3205.1 through 3205.4 are kept confidential and are not disclosed or

reported without the employee's express written consent to any person within or outside the workplace.

EXCEPTION 1 to subsection (c)(3)(D): Unredacted medical records shall be provided to the local health department, CDPH, the Division, NIOSH, or as otherwise required by law immediately upon request.

EXCEPTION 2 to subsection (c)(3)(D): This provision does not apply to records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

- (4) Correction of COVID-19 hazards. Employers shall implement effective policies and/or procedures for correcting unsafe or unhealthy conditions, work practices, policies and procedures in a timely manner based on the severity of the hazard. This includes, but is not limited to, implementing controls and/or policies and procedures in response to the evaluations conducted under subsections (c)(2) and (c)(3) and implementing the controls required by subsection (c)(6) through (c)(8).
- (5) Training and instruction. The employer shall provide effective training and instruction to employees that includes the following:

  - (A) The employer's COVID-19 policies and procedures to protect employees from COVID-19 hazards.
  - (B) Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws. This includes any benefits available under workers' compensation law, the federal Families First Coronavirus Response Act, Labor Code sections 248.1 and 248.5, Labor Code sections 3212.86 through 3212.88, local governmental requirements, the employer's own leave policies, and leave guaranteed by contract.
  - (C) The fact that COVID-19 is an infectious disease that can be spread through the air when an infectious person talks or vocalizes, sneezes, coughs, or exhales; that COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth, although that is less common; and that an infectious person may have no symptoms.
  - (D) Methods of physical distancing of at least six feet and the importance of combining physical distancing with the wearing of face coverings.
  - (E) The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.

(F) The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.

(G) Proper use of face coverings and the fact that face coverings are not respiratory protective equipment.

(H) COVID-19 symptoms, and the importance of not coming to work and obtaining a COVID-19 test if the employee has COVID-19 symptoms.

(6) Physical distancing.

(A) All employees shall be separated from other persons by at least six feet, except where an employer can demonstrate that six feet of separation is not possible, and except for momentary exposure while persons are in movement. Methods of physical distancing include: telework or other remote work arrangements; reducing the number of persons in an area at one time, including visitors; visual cues such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel; staggered arrival, departure, work, and break times; and adjusted work processes or procedures, such as reducing production speed, to allow greater distance between employees.

(B) When it is not possible to maintain a distance of at least six feet, individuals shall be as far apart as possible.

(7) Face coverings.

(A) Employers shall provide face coverings and ensure they are worn by employees over the nose and mouth when indoors, when outdoors and less than six feet away from another person, and where required by orders from the CDPH or local health department. Employers shall ensure face coverings are clean and undamaged. Face shields are not a replacement for face coverings, although they may be worn together for additional protection. The following are exceptions to the face coverings requirement:

1. When an employee is alone in a room.
2. While eating and drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
3. Employees wearing respiratory protection in accordance with section 5144 or other title 8 safety orders.
4. Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person.

5. Specific tasks which cannot feasibly be performed with a face covering. This exception is limited to the time period in which such tasks are actually being performed, and the unmasked employee shall be at least six feet away from all other persons unless unmasked employees are tested at least twice weekly for COVID-19.

NOTE: CDPH has issued guidance for employers that identifies examples when wearing a face covering is likely not feasible.

(B) Employees exempted from wearing face coverings due to a medical condition, mental health condition, or disability shall wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if their condition or disability permits it.

(C) Any employee not wearing a face covering, face shield with a drape or other effective alternative, or respiratory protection, for any reason, shall be at least six feet apart from all other persons unless the unmasked employee is tested at least twice weekly for COVID-19. Employers may not use COVID-19 testing as an alternative to face coverings when face coverings are otherwise required by this section.

(D) No employer shall prevent any employee from wearing a face covering when not required by this section, unless it would create a safety hazard, such as interfering with the safe operation of equipment.

(E) Employers shall implement measures to communicate to non-employees the face coverings requirements on their premises.

(F) The employer shall develop COVID-19 policies and procedures to minimize employee exposure to COVID-19 hazards originating from any person not wearing a face covering, including a member of the public.

(8) Other engineering controls, administrative controls, and personal protective equipment.

(A) At fixed work locations where it is not possible to maintain the physical distancing requirement at all times, the employer shall install cleanable solid partitions that effectively reduce aerosol transmission between the employee and other persons.

(B) For buildings with mechanical or natural ventilation, or both, employers shall maximize the quantity of outside air provided to the extent feasible, except when the United States Environmental Protection Agency (EPA) Air Quality Index is greater than 100 for any pollutant or if opening windows or letting in outdoor air by other means would cause a hazard to employees, for instance from excessive heat or cold.

(C) Employers shall implement cleaning and disinfecting procedures, which require:

1. Identifying and regularly cleaning and disinfecting frequently touched surfaces and objects, such as doorknobs, elevator buttons, equipment, tools, handrails, handles, controls, bathroom surfaces, and steering wheels. The employer shall inform

employees and authorized employee representatives of cleaning and disinfection protocols, including the planned frequency and scope of regular cleaning and disinfection.

2. Prohibiting the sharing of personal protective equipment and to the extent feasible, items that employees come in regular physical contact with such as phones, headsets, desks, keyboards, writing materials, instruments, and tools. When it is not feasible to prevent sharing, sharing shall be minimized and such items and equipment shall be disinfected between uses by different people. Sharing of vehicles shall be minimized to the extent feasible, and high touch points (steering wheel, door handles, seatbelt buckles, armrests, shifter, etc.) shall be disinfected between users.
3. Cleaning and disinfection of areas, material, and equipment used by a COVID-19 case during the high-risk exposure period.

NOTE: Cleaning and disinfecting must be done in a manner that does not create a hazard to employees. See Group 2 and Group 16 of the General Industry Safety Orders for further information.

(D) To protect employees from COVID-19 hazards, the employer shall evaluate its handwashing facilities, determine the need for additional facilities, encourage and allow time for employee handwashing, and provide employees with an effective hand sanitizer. Employers shall encourage employees to wash their hands for at least 20 seconds each time. Provision or use of hand sanitizers with methyl alcohol is prohibited.

(E) Personal protective equipment.

1. Employers shall evaluate the need for personal protective equipment to prevent exposure to COVID-19 hazards, such as gloves, goggles, and face shields, and provide such personal protective equipment as needed.
2. Employers shall evaluate the need for respiratory protection in accordance with section 5144 when the physical distancing requirements in subsection (c)(6) are not feasible or are not maintained.
3. Employers shall provide and ensure use of respirators in accordance with section 5144 when deemed necessary by the Division through the Issuance of Order to Take Special Action, in accordance with title 8, section 332.3.
4. Employers shall provide and ensure use of eye protection and respiratory protection in accordance with section 5144 when employees are exposed to procedures that

may aerosolize potentially infectious material such as saliva or respiratory tract fluids.

NOTE: Examples of work covered by subsection (c)(8)(E)4. include, but are not limited to, certain dental procedures and outpatient medical specialties not covered by section 5199.

(9) Reporting, recordkeeping, and access.

(A) The employer shall report information about COVID-19 cases at the workplace to the local health department whenever required by law, and shall provide any related information requested by the local health department.

(B) The employer shall report immediately to the Division any COVID-19-related serious illnesses or death, as defined under section 330(h), of an employee occurring in a place of employment or in connection with any employment.

(C) The employer shall maintain records of the steps taken to implement the written COVID-19 Prevention Program in accordance with section 3203(b).

(D) The written COVID-19 Prevention Program shall be made available at the workplace to employees, authorized employee representatives, and to representatives of the Division immediately upon request.

(E) The employer shall keep a record of and track all COVID-19 cases with the employee's name, contact information, occupation, location where the employee worked, the date of the last day at the workplace, and the date of a positive COVID-19 test. Medical information shall be kept confidential in accordance with subsections (c)(3)(C) and (c)(3)(D). The information shall be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.

Note: Subsection (c)(9)(E) does not alter the right of employees or their representatives to request and obtain an employer's Log of Work-Related Injuries and Illnesses (Log 300), without redaction, or to request and obtain information as otherwise allowed by law.

(10) Exclusion of COVID-19 cases. The purpose of this subsection is to limit transmission of COVID-19 in the workplace.

(A) Employers shall ensure that COVID-19 cases are excluded from the workplace until the return to work requirements of subsection (c)(11) are met.

(B) Employers shall exclude employees with COVID-19 exposure from the workplace for 14 days after the last known COVID-19 exposure to a COVID-19 case.

(C) For employees excluded from work under subsection (c)(10) and otherwise able and available to work, employers shall continue and maintain an employee's earnings, seniority, and all other employee rights and benefits, including the employee's right to their former job status, as if the employee had not been removed from their job. Employers may use employer-provided employee sick leave benefits for this purpose and consider benefit payments from public sources in determining how to maintain earnings, rights and benefits, where permitted by law and when not covered by workers' compensation.

EXCEPTION 1: Subsection (c)(10)(C) does not apply to any period of time during which the employee is unable to work for reasons other than protecting persons at the workplace from possible COVID-19 transmission.

EXCEPTION 2: Subsection (c)(10)(C) does not apply where the employer demonstrates that the COVID-19 exposure is not work related.

(D) Subsection (c)(10) does not limit any other applicable law, employer policy, or collective bargaining agreement that provides for greater protections.

(E) At the time of exclusion, the employer shall provide the employee the information on benefits described in subsections (c)(5)(B) and (c)(10)(C).

EXCEPTION to subsection (c)(10): Employees who have not been excluded or isolated by the local health department need not be excluded by the employer, if they are temporarily reassigned to work where they do not have contact with other persons until the return to work requirements of subsection (c)(11) are met.

(11) Return to work criteria.

(A) COVID-19 cases with COVID-19 symptoms shall not return to work until:

1. At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications;
2. COVID-19 symptoms have improved; and
3. At least 10 days have passed since COVID-19 symptoms first appeared.

(B) COVID-19 cases who tested positive but never developed COVID-19 symptoms shall not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.

(C) A negative COVID-19 test shall not be required for an employee to return to work.

(D) If an order to isolate or quarantine an employee is issued by a local or state health official, the employee shall not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period shall be 10 days from the time the order to isolate was effective, or 14 days from the time the order to quarantine was effective.

(E) If there are no violations of local or state health officer orders for isolation or quarantine, the Division may, upon request, allow employees to return to work on the basis that the removal of an employee would create undue risk to a community's health and safety. In such cases, the employer shall develop, implement, and maintain effective control measures to prevent transmission in the workplace including providing isolation for the employee at the workplace and, if isolation is not possible, the use of respiratory protection in the workplace.

Note: Authority cited: Section 142.3, Labor Code. Reference: Sections 142.3 and 144.6, Labor Code.

Add new section 3205.1 to read:

§ 3205.1. Multiple COVID-19 Infections and COVID-19 Outbreaks.

(a) Scope.

- (1) This section applies to a place of employment covered by section 3205 if it has been identified by a local health department as the location of a COVID-19 outbreak or when there are three or more COVID-19 cases in an exposed workplace within a 14-day period.
- (2) This section shall apply until there are no new COVID-19 cases detected in a workplace for a 14-day period.

(b) COVID-19 testing.

- (1) The employer shall provide COVID-19 testing to all employees at the exposed workplace except for employees who were not present during the period of an outbreak identified by a local health department or the relevant 14-day period(s) under subsection (a), as applicable. COVID-19 testing shall be provided at no cost to employees during employees' working hours.

(2) COVID-19 testing shall consist of the following:

- (A) Immediately upon being covered by this section, all employees in the exposed workplace shall be tested and then tested again one week later. Negative COVID-19 test results of employees with COVID-19 exposure shall not impact the duration of any quarantine period required by, or orders issued by, the local health department.
- (B) After the first two COVID-19 tests required by subsection (b)(2)(A), employers shall provide continuous COVID-19 testing of employees who remain at the workplace at least once per week, or more frequently if recommended by the local health department, until this section no longer applies pursuant to subsection (a)(2).
- (C) Employers shall provide additional testing when deemed necessary by the Division through the Issuance of Order to Take Special Action, in accordance with title 8, section 332.3.

- (c) Exclusion of COVID-19 cases. Employers shall ensure COVID-19 cases and employees who had COVID-19 exposure are excluded from the workplace in accordance with subsections 3205(c)(10) and (c)(11) and local health officer orders if applicable.
- (d) Investigation of workplace COVID-19 illness. The employer shall immediately investigate and determine possible workplace related factors that contributed to the COVID-19 outbreak in accordance with subsection 3205(c)(3).
- (e) COVID-19 Investigation, review and hazard correction. In addition to the requirements of subsection 3205(c)(2) and 3205(c)(4), the employer shall immediately perform a review of

potentially relevant COVID-19 policies, procedures, and controls and implement changes as needed to prevent further spread of COVID-19. The investigation and review shall be documented and include:

- (1) Investigation of new or unabated COVID-19 hazards including the employer's leave policies and practices and whether employees are discouraged from remaining home when sick; the employer's COVID-19 testing policies; insufficient outdoor air; insufficient air filtration; and lack of physical distancing.
- (2) The review shall be updated every thirty days that the outbreak continues, in response to new information or to new or previously unrecognized COVID-19 hazards, or when otherwise necessary.
- (3) The employer shall implement changes to reduce the transmission of COVID-19 based on the investigation and review required by subsections (e)(1) and (e)(2). The employer shall consider moving indoor tasks outdoors or having them performed remotely, increasing outdoor air supply when work is done indoors, improving air filtration, increasing physical distancing as much as possible, respiratory protection, and other applicable controls.

(f) Notifications to the local health department.

- (1) The employer shall contact the local health department immediately but no longer than 48 hours after the employer knows, or with diligent inquiry would have known, of three or more COVID-19 cases for guidance on preventing the further spread of COVID-19 within the workplace.
- (2) The employer shall provide to the local health department the total number of COVID-19 cases and for each COVID-19 case, the name, contact information, occupation, workplace location, business address, the hospitalization and/or fatality status, and North American Industry Classification System code of the workplace of the COVID-19 case, and any other information requested by the local health department. The employer shall continue to give notice to the local health department of any subsequent COVID-19 cases at the workplace.
- (3) Effective January 1, 2021, the employer shall provide all information to the local health department required by Labor Code section 6409.6.

Note: Authority cited: Section 142.3, Labor Code. Reference: Sections 142.3 and 144.6, Labor Code.

Add new section 3205.2 to read:

§ 3205.2. Major COVID-19 Outbreaks.

(a) Scope.

(1) This section applies to any place of employment covered by section 3205 when there are 20 or more COVID-19 cases in an exposed workplace within a 30-day period.

(2) This section shall apply until there are no new COVID-19 cases detected in a workplace for a 14-day period.

(b) COVID-19 testing. Employers shall provide twice a week COVID-19 testing, or more frequently if recommended by the local health department, to all employees present at the exposed workplace during the relevant 30-day period(s) and who remain at the workplace. COVID-19 testing shall be provided at no cost to employees during employees' working hours.

(c) Exclusion of COVID-19 cases. Employers shall ensure COVID-19 cases and employees with COVID-19 exposure are excluded from the workplace in accordance with subsections 3205(c)(10) and (c)(11) and any relevant local health department orders.

(d) Investigation of workplace COVID-19 illnesses. The employer shall comply with the requirements of subsection 3205(c)(3).

(e) COVID-19 hazard correction. In addition to the requirements of subsection 3205(c)(4), the employer shall take the following actions:

(1) In buildings or structures with mechanical ventilation, employers shall filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, employers shall use filters with the highest compatible filtering efficiency. Employers shall also evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems would reduce the risk of transmission and shall implement their use to the degree feasible.

(2) The employer shall determine the need for a respiratory protection program or changes to an existing respiratory protection program under section 5144 to address COVID-19 hazards.

(3) The employer shall evaluate whether to halt some or all operations at the workplace until COVID-19 hazards have been corrected.

(4) Any other control measures deemed necessary by the Division through the Issuance of Order to Take Special Action, in accordance with title 8 section 332.3.

(f) Notifications to the local health department. Employers shall comply with the requirements of section 3205.1(f).

Note: Authority cited: Section 142.3, Labor Code. Reference: Sections 142.3 and 144.6, Labor Code.

Add new section 3205.3 to read:

§ 3205.3. COVID-19 Prevention in Employer-Provided Housing.

(a) Scope. This section applies to employer-provided housing. Employer-provided housing is any place or area of land, any portion of any housing accommodation, or property upon which a housing accommodation is located, consisting of: living quarters, dwelling, boardinghouse, tent, bunkhouse, maintenance-of-way car, mobile home, manufactured home, recreational vehicle, travel trailer, or other housing accommodations. Employer-provided housing includes a “labor camp” as that term is used in title 8 of the California Code of Regulations or other regulations or codes. The employer-provided housing may be maintained in one or more buildings or one or more sites, including hotels and motels, and the premises upon which they are situated, or the area set aside and provided for parking of mobile homes or camping. Employer-provided housing is housing that is arranged for or provided by an employer, other person, or entity to workers, and in some cases to workers and persons in their households, in connection with the workers’ employment, whether or not rent or fees are paid or collected.

The following exceptions apply:

(1) This section does not apply to housing provided for the purpose of emergency response, including firefighting, rescue, and evacuation, and support activities directly aiding response such as utilities, communications, and medical operations, if:

(A) The employer is a government entity; or

(B) The housing is provided temporarily by a private employer and is necessary to conduct the emergency response operations.

(2) Subsections (c), (d), (e), (f), and (h) do not apply to occupants who maintained a household together prior to residing in employer-provided housing, such as family members, when no other persons outside the household are present.

(b) Assignment of housing units. Employers shall ensure that shared housing unit assignments are prioritized in the following order:

(1) Residents who usually maintain a household together outside of work, such as family members, shall be housed in the same housing unit without other persons.

(2) Residents who work in the same crew or work together at the same worksite shall be housed in the same housing unit without other persons.

(3) Employees who do not usually maintain a common household, work crew, or worksite shall be housed in the same housing unit only when no other housing alternatives are possible.

(c) Physical distancing and controls. Employers shall:

(1) Ensure the premises are of sufficient size and layout to permit at least six feet of physical distancing between residents in housing units, common areas, and other areas of the premises.

(2) Ensure beds are spaced at least six feet apart in all directions and positioned to maximize the distance between sleepers' heads. For beds positioned next to each other, i.e. side by side, the beds shall be arranged so that the head of one bed is next to the foot of the next bed. For beds positioned across from each other, i.e. end to end, the beds shall be arranged so that the foot of one bed is closest to the foot of the next bed. Bunk beds shall not be used.

(3) In housing units, maximize the quantity and supply of outdoor air and increase filtration efficiency to the highest level compatible with the existing ventilation system.

(d) Face coverings. Employers shall provide face coverings to all residents and provide information to residents on when they should be used in accordance with state or local health officer orders or guidance.

(e) Cleaning and disinfecting.

(1) Employers shall ensure that housing units, kitchens, bathrooms, and common areas are effectively cleaned and disinfected at least once a day to prevent the spread of COVID-19. Cleaning and disinfecting shall be done in a manner that protects the privacy of residents.

(2) Employers shall ensure that unwashed dishes, drinking glasses, cups, eating utensils, and similar items are not shared.

(f) Screening. The employer shall encourage residents to report COVID-19 symptoms to the employer.

(g) COVID-19 testing. The employer shall establish, implement, and maintain effective policies and procedures for COVID-19 testing of occupants who had a COVID-19 exposure, who have COVID-19 symptoms, or as recommended by the local health department.

(h) Isolation of COVID-19 cases and persons with COVID-19 exposure.

(1) Employers shall effectively isolate COVID-19 exposed residents from all other occupants. Effective isolation shall include providing COVID-19 exposed residents with a private bathroom, sleeping area, and cooking and eating facility.

(2) Employers shall effectively isolate COVID-19 cases from all occupants who are not COVID-19 cases. Effective isolation shall include housing COVID-19 cases only with other COVID-19 cases, and providing COVID-19 case occupants with a sleeping area.

bathroom, and cooking and eating facility that is not shared by non-COVID-19 case occupants.

- (3) Personal identifying information regarding COVID-19 cases and persons with COVID-19 symptoms shall be kept confidential in accordance with subsections 3205(c)(3)(C) and 3205(c)(3)(D).
- (4) Employers shall end isolation in accordance with subsections 3205(c)(10) and (c)(11) and any applicable local or state health officer orders.

Note: Authority cited: Section 142.3, Labor Code. Reference: Sections 142.3 and 144.6, Labor Code.

Add new section 3205.4 to read:

§ 3205.4. COVID-19 Prevention in Employer-Provided Transportation to and from Work.

- (a) Scope. This section applies to employer-provided motor vehicle transportation to and from work, which is any transportation of an employee, during the course and scope of employment, provided, arranged for, or secured by an employer including ride-share vans or shuttle vehicles, car-pools, and private charter buses, regardless of the travel distance or duration involved. Subsections (b) through (g) apply to employer-provided transportation. The following exceptions apply:
- (1) This section does not apply if the driver and all passengers are from the same household outside of work, such as family members.
  - (2) This section does not apply to employer-provided transportation when necessary for emergency response, including firefighting, rescue, and evacuation, and support activities directly aiding response such as utilities, communications, and medical operations.
- (b) Assignment of transportation. Employers shall prioritize shared transportation assignments in the following order:
- (1) Employees residing in the same housing unit shall be transported in the same vehicle.
  - (2) Employees working in the same crew or worksite shall be transported in the same vehicle.
  - (3) Employees who do not share the same household, work crew or worksite shall be transported in the same vehicle only when no other transportation alternatives are possible.
- (c) Physical distancing and face coverings. Employers shall ensure that:
- (1) Physical distancing and face covering requirements of subsection 3205(c)(6) and (c)(7) are followed for employees waiting for transportation.
  - (2) The vehicle operator and any passengers are separated by at least three feet in all directions during the operation of the vehicle, regardless of the vehicle's normal capacity.
  - (3) The vehicle operator and any passengers are provided with and wear a face covering in the vehicle as required by subsection 3205(c)(7).
- (d) Screening. Employers shall develop, implement, and maintain effective procedures for screening and excluding drivers and riders with COVID-19 symptoms prior to boarding shared transportation.
- (e) Cleaning and disinfecting. Employers shall ensure that:

- (1) All high-contact surfaces (door handles, seatbelt buckles, armrests, etc.) used by passengers are cleaned and disinfected before each trip.
- (2) All high-contact surfaces used by drivers, such as the steering wheel, armrests, seatbelt buckles, door handles and shifter, shall be cleaned and disinfected between different drivers.
- (3) Employers shall provide sanitizing materials and ensure they are kept in adequate supply.
- (f) Ventilation. Employers shall ensure that vehicle windows are kept open, and the ventilation system set to maximize outdoor air and not set to recirculate air. Windows do not have to be kept open if one or more of the following conditions exist:
  - (1) The vehicle has functioning air conditioning in use and the outside temperature is greater than 90 degrees Fahrenheit.
  - (2) The vehicle has functioning heating in use and the outside temperature is less than 60 degrees Fahrenheit.
  - (3) Protection is needed from weather conditions, such as rain or snow.
  - (4) The vehicle has a cabin air filter in use and the U.S. EPA Air Quality Index for any pollutant is greater than 100.
- (g) Hand hygiene. Employers shall provide hand sanitizer in each vehicle and ensure that all drivers and riders sanitize their hands before entering and exiting the vehicle. Hand sanitizers with methyl alcohol are prohibited.

Note: Authority cited: Section 142.3, Labor Code. Reference: Sections 142.3 and 144.6, Labor Code.



# **Pandemic Illness Workforce Shortage Continuity of Operations Guide**

March 2020

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## 1. Purpose

The primary purpose of the Pandemic Illness Workforce Shortage Continuity of Operations Guide is to enable the South Placer Municipal Utility District (District) to ensure that essential operations are maintained during an illness pandemic.

The District objectives during a local pandemic illness are the following:

1. Reduce transmission of the pandemic virus strain among our employees, clients, and partners.
2. Minimize illness among employees and clients.
3. Maintain mission-critical operations and services.
4. Minimize social disruptions and the economic impact of a pandemic.

## 2. Planning

During a pandemic the District should receive several weeks warning as it is recognized and detected. The Department of Public Health will give notice, through local news agencies, that employers and the public must prepare for a large percentage of the population to be sick, potentially for an extended period of time. Upon such an alert for preparation the District will enact the contents of this plan.

## 3. Responsibilities

3.1 Plan Administration – The plan administrators: Herb Niederberger, General Manager  
Sam Rose, District Superintendent  
Eric Nielsen, Assistant Superintendent

- Maintain this program, update it as necessary and initiate its components upon notification that there is a pandemic.
- Identify essential operations and operations that may have a changing demand. (Appendix 1)
- Assess staffing needed to fill essential job functions if absenteeism equals 25 to 75%. Ensure that personnel contact information, including after hours and emergency numbers, are up to date. (Appendix 2)
- Identify which job functions could be done remotely, i.e. telecommute, during a pandemic. Enable employees (in authorized positions) and their alternates to work from home with appropriate security and network applications. Test telecommuting tools.
- During the warning stages of any pandemic; train employees on the requirements of this plan as well any specific implementation steps for current issues. Cross-train employees to fill essential job functions as needed. (Appendix 4 covers general health tips)

- Serve as the lead contact from the District with responding agencies, the media, and other County units.
- Upon initiation of this program and during a pandemic; train staff on the procedures that will be enacted.
- Identify security needs for safeguarding personnel, supplies, or buildings during a pandemic.
- Identify ways to expedite purchases that may be necessary and unforeseen during each stage. Identify any special funding authorities that could apply. Discuss with required vendors their plan for continuing service in a pandemic. (Appendix 3)
- Delegate any of these responsibilities as needed depending on the situation.
- Ensure that communication systems (e.g. teleconferencing abilities, telecommuting, facsimile services, laptops, radios) are operational, interoperable with other systems, secure, and robust enough to handle increased and constant use.
- Identify personal protective equipment (PPE) needs (e.g. hand-hygiene products, masks) and procure necessary items. (Appendix 1)

### 3.2 Leadership Succession

During an illness pandemic, management of the department is delegated to the following persons in the order of succession shown below:

1.	General Manager:	Herb Niederberger
2.	Superintendent:	Sam Rose
3.	Assistant Superintendent:	Eric Nielsen
4.	District Engineer:	Carie Huff
5.	Administrative Services Manager;	Emilie Costan
6.	Field Services Superintendent:	Chad Stites
7.	Field Services Superintendent:	Frank Laguna

If a designated individual is unavailable, authority will pass to the next individual on the list. “Unavailable” is defined as:

- The designated person is incapable of carrying out the assigned duties by reason of death, disability, or distance from/response time to the operations facility.
- The designated person is incapable of carrying out the assigned duties by reason of sickness (self/family).
- The designated person is unable to be contacted.
- The designated person has already been assigned to other emergency activities.

The designated individual retains all assigned obligations, duties, and responsibilities of the assumed position until officially relieved by an individual higher on the list of succession.

## 4. Administrative Options

### 4.1 Scheduling/Business Hours

In the future or during a pandemic, administrative policies may change. The District will encourage flexibility with employee leave, flex work (both hours of work and telecommuting), and sick leave to maintain the highest staffing levels and completion of essential District functions. Business hours for public counters may be abbreviated, adjusted or eliminated to meet the District's needs.

### 4.2 Social Distancing

Minimizing contact between people during a pandemic will reduce transmission of the disease. To minimize social contact the District may:

- Hold meetings outdoors.
- Post notices at all workplace/facility entry points advising staff and visitors not to enter if they have symptoms.
- Lock public counters. The District will utilize available resources such as news outlets, email, internet, voice messages, and physical notices to distribute contact information and alternative processes to the public.
- Encourage or mandate teleconferencing for certain positions.

### 4.3 Employee Communication

During a pandemic, employees shall notify their supervisor via email, phone call, or text message when they, an immediate family member, or a person they have been in recent contact with becomes sick. Supervisors shall maintain phone contact lists, email addresses, and physical addresses for their staff and contact them by currently available means as needed to communicate changing work conditions or other pertinent information.

### 4.4 Vulnerable Populations

During an illness pandemic, the District will attempt to follow Department of Public Health guidelines for employees that have been identified as being at an elevated risk. If there are not enough employees in an essential job classifications to ensure continued function of essential District operations affecting the General Welfare and Health and Public Safety, the District will attempt to train or utilize other resources wherever possible; however, at risk staff may be required to perform essential services when other reasonable accommodations no longer exist.

### 4.5 Sick Leave

The District aims to support employees in caring for themselves and their immediate family members during an illness pandemic. As such, the District will suspend the sick leave policy and wellness program requirements during an illness pandemic. Depending on the severity of the pandemic, the District may take additional measures to ensure that staff is able to properly care for themselves and their families.

# Appendix

- 1. Essential Operations**
- 2. Minimal Staffing Requirements**
- 3. Product and Service Vendors**
- 4. Infection Control**

# Appendix 1: Essential Operations

The information below details the District: 1) routine operations; 2) essential operations; 3) services that may be in high and low demand; and 4) regulatory requirements.

The attached forms provide additional detail on each of the District operations.

## Field Services Department

### ROUTINE OPERATIONS

The operations carried out by the District on a routine basis include items listed in the following table. These are non-essential operations. In the event of a pandemic, the District will suspend these non-essential, routine operations. The operations can be suspended temporarily, for the duration of time listed below, without causing immediate or irreparable damage to the District.

Operation	Can be suspended for:
Flow Recorder Inspections	12 months
PLCO Installations	12 months
Easement Maintenance	6 months
Fleet Maintenance (contracted service)	12 months
Flow Recording Program	12 months
Root Foam Program	3 months
Vector Control Program	18 months
Building and Grounds	12 months

### ESSENTIAL OPERATIONS

The following operations are deemed essential for the District to maintain mission-critical operations and services at 25%, 50%, and 75% absenteeism. Not all the operations listed below will have to happen concurrently so the sum of employees based on crew size may not match the available employees.

Unit/Crew	Size	Operation	Available FSD employees	Absenteeism		
				25%	50%	75%
On-call	1	Customer Services Calls	12	X	X	X
Cleaning	2	Lift Station Wet Well Cleaning (monthly)	8	X	X	X
Cleaning	2	Hydro-Cleaning (hot spots)	8	X	X	X
Lift Station	1	Lift Station Inspections (modified checklist)	4	X	X	X
Construction	3	Repairs – Pipe and Manhole (emergency only)	12	X	X	X
Lateral	2	Lower Lateral Assessments	8	X	X	□
CCTV 1	2	CCTV Inspection (Crew #1)	8	X	□	□
CCTV 2	2	CCTV Inspection (Crew #2)	8	□	□	□

# Administrative Services Department

## ROUTINE OPERATIONS

The operations carried out by the District on a routine basis include items listed in the following table. These are non-essential operations. In the event of a pandemic, the District will suspend these non-essential, routine operations. The operations can be suspended temporarily, for the duration of time listed below, without causing immediate or irreparable damage to the District.

Operation	Can be suspended for:
NSF letters/adjustments	3 months
Non-essential Supply Ordering	6 months
Non-essential Purchasing	12 months
Filing	12 months
Unoccupied Use correspondence/forms	12 months
Recruitment & Hiring	12 months
Assignment Process	Annual Process*
Quarterly/Year End Federal & State reports	Annual Process*
Ethics & Compliance	Annual Process*
Elections/Audit/Budget	Annual Process*
Public Record Requests	Extension based on request

\*Annual regulatory & compliance operations will likely have deadlines extended due to a flu pandemic.

## ESSENTIAL OPERATIONS

The following operations are deemed essential for the District to maintain mission-critical operations and services at 25%, 50%, and 75% absenteeism. Not all the operations listed below will have to happen concurrently so the sum of employees based on crew size may not match the available employees.

Operation	Available ASD Employees	Absenteeism		
		25%	50%	75%
		3	2	1
Utility Payments & Imports (lockbox, phone, web, in person)		X	X	X
Stoppage/Call-Out Calls		X	X	X
New Services/Connections		X	X	X
Quarterly Utility Billing - Three Cycles - monthly process		X	X	X
Timesheets & Payroll		X	X	X
Mail		X	X	X
Accounts Payable / Receivable (bi-weekly)		X	X	X
Bank Deposit/Drop (bi-weekly)		X	X	X
Bank Reconciliation		X	X	□
Leave Administration		X	X	X
PAF/ Benefit Administration		X	X	□
Board Meetings		X	X	□

## Technical Services Department

### ROUTINE OPERATIONS

The operations carried out by the District on a routine basis include items listed in the following table. These are non-essential operations. In the event of a pandemic, the District will suspend these non-essential, routine operations. The operations can be suspended temporarily, for the duration of time listed below, without causing immediate or irreparable damage to the District.

Operation	Can be suspended for:
Commercial Audits (tracking/updates)	6 months
FOG Program (inspections/permitting/SwiftComply)	6 months
Geographic Information Systems (GIS)	6 months

### ESSENTIAL OPERATIONS

The following operations are deemed essential for the District to maintain mission-critical operations and services at 25%, 50%, and 75% absenteeism. Not all the operations listed below will have to happen concurrently so the sum of employees based on crew size may not match the available employees. During a workforce shortage all or some of the available TSD employees may be tasked with working with FSD employees on a field service crew.

Operation	Available TSD employees	Absenteeism		
		25%	50%	75%
		<b>5</b>	<b>3</b>	<b>1</b>
Inspection – New Construction/Building		<b>X</b>	<b>X</b>	<input type="checkbox"/>
Engineering – Plan Check/Development Coordination/Construction Support		<b>X</b>	<b>X</b>	<input type="checkbox"/>
Lucity/IT		<b>X</b>	<b>X</b>	<input type="checkbox"/>
Underground Service Alert (USA)		<b>X</b>	<b>X</b>	<b>X</b>
FOG Pick-up		<b>X</b>	<b>X</b>	<b>X</b>
Flow Reporting		<b>X</b>	<b>X</b>	<input type="checkbox"/>

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## CUSTOMER/CLIENT DEMAND CHANGES

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The following services/operations may be in high demand during a pandemic:

<b>Services / Operations in High Demand</b>	
Phones	Customer service calls
Administration	Oversee operations, Provide direction for ill employees Maintain finance for operations
Professional Cleaning Service	Customers may be more inclined as a result of burped toilets
Increased Usage of Non-Dispersables	
Security and Access	Building access and security of assets
Information Technology	Support for telecommuting staff

The following services/operations may be in low demand during a pandemic:

<b>Services / Operations in Low Demand</b>	
Account Audits	
New Services/Connections	

## Appendix 2: Minimum staffing requirements to maintain essential services

### ESSENTIAL JOB CLASSIFICATIONS

The table below details the job classifications found at the District, number of individuals employed with this job classification, the essential operations that rely on employees with these skills, and number of employees with this job classification that are required to maintain essential services. [Attach job action sheets for essential operations]

<b>Job Classifications</b>	<b># of employees with this classification</b>	<b>Essential operation(s) that require this classification</b>	<b># of employees required to maintain essential services</b>	<b>Job Duties allow for Telecommuting</b>
Maintenance Worker	10	Collection system maintenance	2 Daily	No
Lead Worker	3	Supervise crews	1 Daily	No
Field Supervisor	2	Planner / scheduler / coordinator	1 Daily	No
Superintendent	1	Oversee department operations	1 Daily	No
Compliance Tech	1		0 Daily	Yes
AS Assistant	3	Dispatch service	1 Daily	Yes
AS Manager	1	HR, Finance, Board Secretary	1 Daily	Yes
General Manager	1	Oversee District operations	1 Daily	Yes
Inspector	3		1 Daily	No
Engineering Tech	2		1 Daily	Yes
District Engineer	1		1 Daily	Yes

## Appendix 3: Product and Service Vendors

Product/Service	Purpose	Qty	Usage	Required for Essential Services?	Vendor Name and Contact Information	Frequency of Delivery	Existing Inventory	Quantity Required for 7-day stockpile
Safety Supplies	Maintenance		Daily	Yes	Sierra Safety, Mallory Safety, Empire Safety, Fastenal	Weekly		
Fuel	Maintenance		Daily	Yes	Dawson Oil	Daily	NA	
Uniforms	Maintenance		Daily	Yes	Cintas	Weekly	NA	
Water	Maintenance		Daily	Yes	PCWA	Daily	NA	
Spill Containment	Maintenance		As Needed	Yes	Grainger	As Needed		
Lift Station Repair & Troubleshooting	Maintenance		As Needed	Yes	Aqua Engineering	As Needed	NA	
Bedding Material	Construction		Daily	No	Joe Gonzalez Trucking	Every 4 months	Three full bins	
Force Main & Gravity Main Repairs	Construction		As Needed	No	Ferguson Waterworks, Gladding McBean	Every 2 months	Enough for 12 repairs	
Lateral Camera Repair & Troubleshooting	Maintenance		As Needed	No	Vivak Mini Cameras	As Needed	Three cameras One spare head	

## Appendix 4: Infection Control

Safeguarding the health of county and city employees, customers, vendors, and the public during an illness pandemic is a key objective for the District. A variety of infection control measures, including heightened hygiene practices, social distancing, and infection control equipment may be utilized to slow the spread of disease.

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### HYGIENE

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Employees will be educated and reminded of hygiene measures that help to limit the spread of disease. These include:

- Use respiratory etiquette (e.g. covering cough or sneeze with a tissue or cloth).
- Properly clean hands with soap and water or hand sanitizer regularly.
- Avoid direct skin to skin contact with others, such as hand shaking hands. Substitute hand shaking with alternatives like waving, smiling, nodding, and bowing.
- Keep work areas and home clean and disinfected.
- Stay home when ill and do not send ill children to school or day care.
- [Add additional hygiene messages as appropriate.]

The following hygiene measures will be taken to reduce the spread of disease:

- Hand washing instructions will be posted in shared washrooms.
- Cover Your Cough reminders will be posted in waiting rooms and common areas.
- Magazines/papers will be removed from waiting rooms and common areas.
- Hand sanitizer will be available in waiting rooms and common areas.
- Tissues and trash cans will be available in waiting rooms and common areas.
- [Add additional measures as appropriate.]

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### SOCIAL DISTANCING

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The District has the ability to utilize the following social distancing strategies to reduce close contact among individuals:

**Telecommuting** Employees who have the technological capability to telecommute from home and can adequately perform their primary functions from home will do so.

**Teleconferences** Teleconferences *can* be held within the following units: Administration, Technical Services, and Board Meetings.

**Staggering work shifts** There may be opportunities to have some number of employees who do not need to perform their work during the same time of the day and can be spread out in the 24 hours period. This opportunity will decrease as the number of Absentees increase.

**Face-to-face barriers** The business office will be shut down to eliminate face to face contact with customers. Mail and package delivery will be diverted to 5805 Springview.

\* Other infection control strategies can be used to reduce the spread of disease between employees who must have face-to-face contact with others.

## SICK LEAVE

During an illness pandemic, employees shall not come to work when sick and shall follow the Center for Disease Control recommendations regarding exposure and isolation. If an employee believes they might be getting sick they shall not come to work and should consult with their medical service provider as needed. Authorized employees and their alternates may work from home (telecommute) with appropriate security and network applications.

## INFECTION CONTROL SUPPLIES

Increased use of infection control supplies may be advisable during an illness pandemic. The following infection control supplies are regularly available and may be needed by employees during a pandemic.

<b>Supplies</b>	<b>No. of Employees with Access</b>	<b>No. of employees who may need access during a pandemic</b>
Soap within bathrooms	All	All
Soap within kitchen areas	All	All
Hand sanitizer (60% alcohol)	All	All
Paper towels	All	All
Tissues	All	All
Garbage bags and trash cans	All	All
Office cleaning supplies	All	All
Personal protective equipment	Field Services	Field Services
- Gloves	All	All
- Surgical masks	0	0
- N95 masks	0	0
- Other Respirators		

1. Have you had any signs or symptoms of a fever in the past 48 hours such as chills, sweats, felt "feverish" or had a temperature that is 100.4F or greater?

NO  **YES IMPORTANT: If you Answered YES Do NOT report to work, self-isolate at home and contact your supervisor for further direction.** If you are experiencing severe or life-threatening symptoms, please call 911.

2. Do you have any of the following symptoms?

Runny Nose       Shortness of Breath       Loss of Taste or Smell       Sore Throat       Vomiting  
 Body Aches       Cough       Fever/Chills/Sweats       Nausea       Diarrhea

NO  **YES IMPORTANT: If you Answered YES Do NOT report to work, self-isolate at home and contact your supervisor for further direction.** If you are experiencing severe or life-threatening symptoms, please call 911.

3. Have you had any close contact with someone who tested positive for COVID-19 (*within 6 feet for 15 minutes or more*) in the last 14 days?

NO  **YES IMPORTANT: If you Answered YES Do NOT report to work, self-isolate at home and contact your supervisor for further direction.** If you are experiencing severe or life-threatening symptoms, please call 911.

4. In the last 14 days have you: (1) traveled internationally, (2) traveled outside of state, or (3) had any close contact with someone who might have been exposed or is showing symptoms of COVID-19?

NO  **YES If you Answered YES you may report to work, but must wear a mask at ALL times.**

\_\_\_\_\_ (Print Name)      \_\_\_\_\_ (Signature)      \_\_\_\_\_ (Date)

<https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>

*This form is confidential. In accordance with HIPPA, "individually identifiable health information" may be disclosed to anyone other than the employee only with written permission. All discussions about employee medical conditions must be kept in a private setting. This record will only be accessed on an as needed basis.*

1. Have you had any signs or symptoms of a fever in the past 48 hours such as chills, sweats, felt "feverish" or had a temperature that is 100.4F or greater?

NO  **YES IMPORTANT: If you Answered YES Do NOT report to work, self-isolate at home and contact your supervisor for further direction.** If you are experiencing severe or life-threatening symptoms, please call 911.

2. Do you have any of the following symptoms?

Runny Nose       Shortness of Breath       Loss of Taste or Smell       Sore Throat       Vomiting  
 Body Aches       Cough       Fever/Chills/Sweats       Nausea       Diarrhea

NO  **YES IMPORTANT: If you Answered YES Do NOT report to work, self-isolate at home and contact your supervisor for further direction.** If you are experiencing severe or life-threatening symptoms, please call 911.

3. Have you had any close contact with someone who tested positive for COVID-19 (*within 6 feet for 15 minutes or more*) in the last 14 days?

NO  **YES IMPORTANT: If you Answered YES Do NOT report to work, self-isolate at home and contact your supervisor for further direction.** If you are experiencing severe or life-threatening symptoms, please call 911.

4. In the last 14 days have you: (1) traveled internationally, (2) traveled outside of state, or (3) had any close contact with someone who might have been exposed or is showing symptoms of COVID-19?

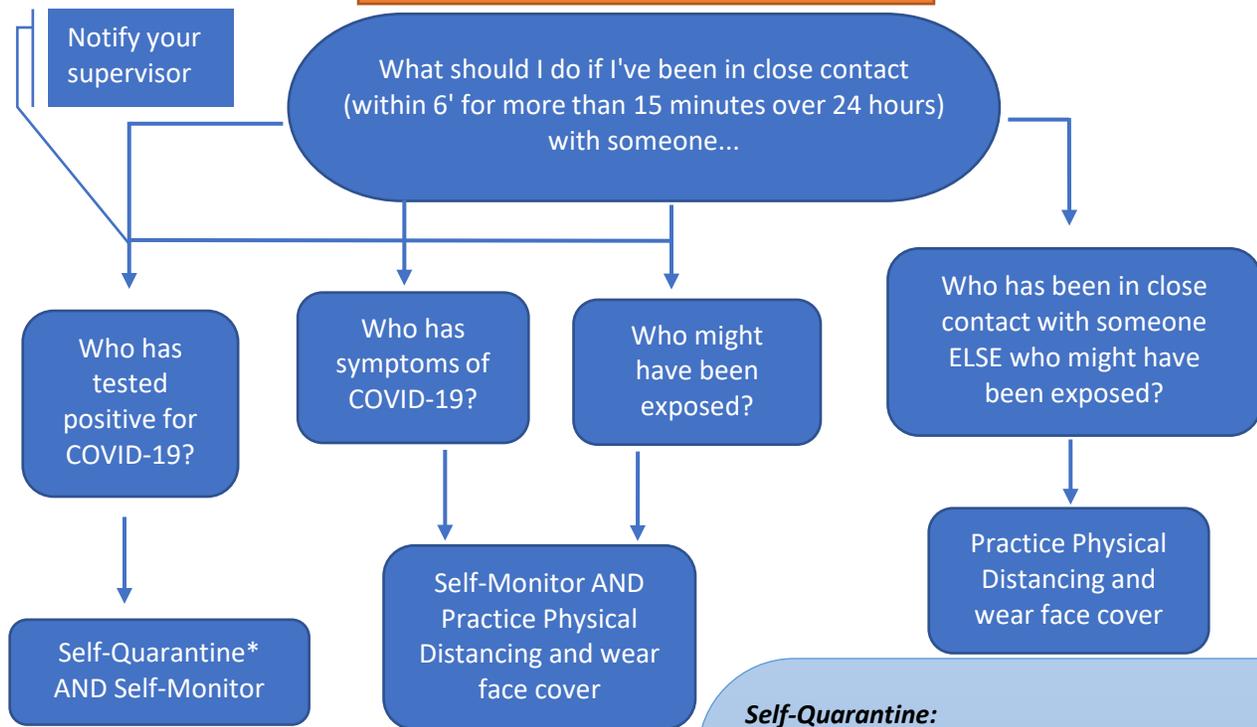
NO  **YES If you Answered YES you may report to work, but must wear a mask at ALL times.**

\_\_\_\_\_ (Print Name)      \_\_\_\_\_ (Signature)      \_\_\_\_\_ (Date)

<https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>

*This form is confidential. In accordance with HIPPA, "individually identifiable health information" may be disclosed to anyone other than the employee only with written permission. All discussions about employee medical conditions must be kept in a private setting. This record will only be accessed on an as needed basis.*

## COVID-19 Exposure Assessment



### What does it mean to have COVID-19 symptoms?

- 1) Fever (100.4°F or greater)  
OR
- 2) Two or more the following symptoms:
  - Chills
  - Cough
  - Shortness of breath or difficulty breathing
  - Fatigue
  - Muscle or body aches
  - New loss of taste or smell
  - Sore throat
  - Congestion or runny nose
  - Nausea or vomiting
  - Diarrhea

### Self-Quarantine:

Stay home for 14 days from last day of exposure. Contact your local healthcare provider and consider getting tested for COVID-19.

**\* Exceptions may exist for certain employees, contact the Administrative Services Manager anytime an employee is sent home.**

### Self-Monitor:

Be alert for symptoms of COVID-19. Take your temperature every morning and night. If you develop symptoms, do not come to work and contact your supervisor.

### Physical Distancing:

Stay 6' apart.

### What if I have COVID-19 symptoms?

- 1) Do not come to work.
- 2) Contact your supervisor.
- 3) Contact your local healthcare provider and consider getting tested for COVID-19.

**A designated person from the Department should interview an employee that has tested positive or is experiencing symptoms as soon as possible. Contact your Department Manager to assist with contact tracing.**

## Appendix E: Identification of COVID-19 Hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

Person conducting the evaluation: **[enter name(s)]**

Date: **[enter date]**

Name(s) of employee and authorized employee representative that participated: **[enter name(s)]**

Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls, including barriers, partitions and ventilation

## Appendix F: COVID-19 Inspections

Date: **[enter date]** inspection

Name of person conducting the: **[enter names]**

Work location evaluated: **[enter information]**

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
<b>Engineering</b>			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
<b>[add any additional controls your workplace is using]</b>			
<b>[add any additional controls your workplace is using]</b>			
<b>Administrative</b>			
Physical distancing			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
<b>[add any additional controls your workplace is using]</b>			
<b>[add any additional controls your workplace is using]</b>			
<b>PPE (not shared, available and being worn)</b>			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			
<b>[add any additional controls your workplace is using]</b>			

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors  
**From:** Herb Niederberger, General Manager  
**Cc:** Emilie Costan, Administrative Services Manager  
**Subject:** **Selection of Officers and Appointments to the Temporary Advisory Committees and SPWA Board**  
**Meeting Date:** January 7, 2021

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**Overview**

Every January, the Board of Directors chooses a President and Vice-President, as well as considers appointments to the temporary Advisory Committees. In accordance with Policy 4055, the Vice President shall become President, and a new Vice-President shall be chosen by a majority vote of the Board of Directors. The three (3) remaining Directors will serve At-Large.

**Recommendation**

Staff recommends that:

1. The current President, John Murdock, dissolve the existing advisory committees;
2. The current Vice-President, William Dickinson, succeed as the new President for 2021;
3. The Board of Directors consider nominations for a new Vice-President, entertain a motion for a nominee and vote on said motion; and
4. The President create and make appointments to any new temporary advisory committees; and
5. The President appoint a District representative to the South Placer Wastewater Authority Board of Directors.

**Strategic Plan Goals**

The annual appointment of the Board President, Vice-President, and temporary advisory committees are not governed by the Strategic Plan.

**Related District Ordinances or Policies**

Policy 4055- Selection of Officers.

**Fiscal Impact**

There is no direct fiscal impact associated with these actions.

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors  
**From:** Herb Niederberger, General Manager  
**Cc:** Emilie Costan, Administrative Services Manager  
**Subject:** **South Placer Wastewater Authority**  
**Meeting Date:** January 7, 2021

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**Overview**

The South Placer Municipal Utility District (District) participates in the planning, financing, acquisition, ownership, construction, and operation of regional wastewater facilities in accordance with the Second Amended and Restated Joint Exercise of Powers Agreement (JPA) for the South Placer Wastewater Authority (SPWA) effective as of January 31, 2019. A copy of the JPA is included with this staff report. The SPWA Board of Directors meets regularly every 6 months and consists of five directors. Two directors are appointed by the City, one director is appointed by the District, and two directors are appointed by the County. The JPA provides that one of the County directors must be on the Placer County Board of Supervisors and represent a district which includes part of the City of Roseville and is subject to confirmation by the Roseville City Council.

It has been suggested that perhaps the District would benefit from additional representation on the SPWA Board of Directors. This would necessitate changes in the JPA under Section 7.a Governing Board Membership; Section 7.b.5. Quorum and 8. Voting. It should be noted that the current vote on actions is very specific:

Section 8.a. The affirmative vote of at least four (4) Board members is required to set reserves, or authorize expenditures, and for future expansions of Regional Wastewater Facilities.

Section 8.b. The affirmative vote of at least five (5) Board members is required: (1) to authorize the issuance and sale, refinancing, or early redemption, of bonds; or (2) to impose fees or assessments (other than the Regional Connection Fee), levy taxes, or order the formation of an assessment or special district.

In addition, the SPWA Board meeting typically is conducted the last Thursday of January and June each year, and due to this timing, the District Board of Directors has rarely been able to discuss and guide the appointed District representative on pending SPWA matters. District staff has discussed this issue with the SPWA Executive Director and now early version draft agendas of the SPWA Board of Directors Meeting will be transmitted to the District Board for review. A copy of this early draft agenda for the SPWA Regular Meeting for January 28, 2021 is also included with this staff report. The meeting will be held remotely using Zoom, with the District hosting the meeting on behalf of the SPWA.

**Recommendation**

Staff recommends that the Board of Directors:

1. Discuss and then possibly direct the General Manager to formally request an amendment to the SPWA Joint Powers Agreement to provide for an additional District representative on the SPWA Board of Directors; and
2. Review, discuss and provide direction to the current District-appointed representative on the SPWA Board of Directors regarding items of discussion during the forthcoming January 28, 2021 meeting.

**Strategic Plan Goals**

Goal 1.2 Improve communications

Goal 1.3 Maintain Transparency

Goal 4.1 Maintain Compliance with Pertinent regulations

**Fiscal Impact**

There is no direct fiscal impact associated with these actions.

**Attachments**

1. Second Amended and Restated Joint Exercise of Powers Agreement for the South Placer Wastewater Authority effective January 31, 2019
2. Draft agenda for the SPWA Regular Meeting for January 28, 2021

**SECOND AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT  
FOR THE  
SOUTH PLACER WASTEWATER AUTHORITY**

THIS SECOND AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made effective as of the 31<sup>st</sup> day of January, 2019, by and among the **CITY OF ROSEVILLE**, a charter city duly organized and existing under the laws of the State of California (the "City"), the **SOUTH PLACER MUNICIPAL UTILITY DISTRICT**, a municipal utility district duly organized and existing under the laws of the State of California (the "District"), and the **COUNTY OF PLACER**, a political subdivision duly organized and existing under the laws of the State of California (the "County").

**RECITALS**

- A. WHEREAS, the City, the District, and the County have the common powers to acquire real property and to plan, finance, acquire, construct, own, and operate wastewater facilities; and
- B. WHEREAS, the City, the District, and the County have determined that the public interest will be served by the joint exercise of these powers through this Agreement and the creation of a joint powers authority with the power to plan for, finance, acquire, construct, own and operate Regional Wastewater Facilities; and
- C. WHEREAS, the City, the District, and County desire to amend the Amended and Restated Joint Exercise of Powers Agreement entered into on October 1, 2012 and concurrently herewith, will enter into the Funding Agreement and the Operations Agreement (both defined hereinafter), to provide for the funding and operation of the Regional Wastewater Facilities; and
- D. WHEREAS, the parties desire to amend this Agreement to conform the provisions hereof to the provisions of the above-referenced amended and restated agreements.

NOW THEREFORE, the parties hereto agree as follows:

**AGREEMENT**

1. **Definitions.** Words and phrases used in this Agreement shall have the meanings set forth below. Words and phrases used in common with the Funding Agreement shall have the meanings ascribed to them in the Funding Agreement, as the same may be amended from time to time. The current Funding Agreement definitions are set forth in **Exhibit A**, which Exhibit will automatically be deemed to have been amended upon any future amendments to the Funding Agreement.

January 31, 2019

Second Amended and Restated JPA Agreement

Authority is defined in Section 3.

Board is defined in Subsection 7.a.

City is defined in the preamble.

County is defined in the preamble.

District is defined in the preamble.

Dry Creek Plant is defined in the Funding Agreement.

Funding Agreement means the Second Amended and Restated Funding Agreement relating to the South Placer Regional Wastewater Facilities among the Authority and the Participants dated of even date herewith.

Law is defined in Section 2 hereof.

Operations Agreement means the Second Amended and Restated Agreement regarding the Operation and Use of the South Placer Regional Wastewater Facilities among the Authority and the Participants dated of even date herewith.

Participant is defined in the Funding Agreement.

Pleasant Grove Plant is defined in the Funding Agreement.

Regional Connection Fees is defined in the Funding Agreement.

Regional Wastewater Facilities is defined in the Funding Agreement.

Related Regional Infrastructure is defined in the Funding Agreement.

2. Authority and Purpose. This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code (commencing with section 6500) (the “Law”) relative to the joint exercise of powers common to the Participants. The purpose of this Agreement is to provide for the planning, financing, acquisition, ownership, construction, and operation of Regional Wastewater Facilities.

3. Creation of Authority and Jurisdiction. The Participants hereby amend and restate the agreement, dated October 1, 2000, that created the South Placer Wastewater Authority (“Authority”), a public entity separate from the City, the District, and the County. The jurisdiction of the Authority shall be the service areas served by Regional Wastewater Facilities, as those areas may be modified from time to time.

4. Term and Termination. This Agreement shall be effective as of the date first above written. It shall remain in effect until terminated in accordance with the Law by two (2) or more of the Participants; provided, however, that this Agreement may not be terminated, and no Participant may withdraw its membership, until all bonds or other instruments of indebtedness issued by the Authority, if any, have been paid in full.

5. Powers. The Authority shall have all powers necessary or reasonably convenient to carry out the purposes stated in Section 2, including, but not limited to, the following:

- a. to secure administrative office space and furnishings;
- b. to make and enter into contracts;
- c. to contract for, or employ, administrative, technical and support staff, and consultants and contractors of any kind;
- d. to acquire and maintain insurance of all types;
- e. to lease, acquire, hold, or dispose of real property by negotiation, dedication, or eminent domain;
- f. to lease, acquire, operate, maintain and dispose of materials, supplies, and equipment of all types;
- g. to construct and operate buildings and facilities of any kind, including, without limitation, Regional Wastewater Facilities;
- h. to accept, hold, invest (pursuant to the Law, including, without limitation, section 6509.5 thereof), manage, and expend monies;
- i. to levy fees and taxes, to enter into lease purchase agreements, and to issue bonds and incur other forms of indebtedness, as provided for in the Law, including, without limitation, sections 6547, 6547.1, 6547.5, and 6547.6 thereof, or any other applicable law;
- j. to form a special assessment district under any legal authority that exists now or in the future, including, without limitation, the Improvement Act of 1911 (Streets & Highways Code section 5000 *et seq.*), the Municipal Improvement Act of 1913 (Streets & Highways Code section 10000 *et seq.*), the Improvement Bond act of 1915 (Streets & Highways Code section 8500 *et seq.*), or any other authority that exists now or in the future;
- k. to form a special tax district under the Mello-Roos Community Facilities District Act or any other authority that may exist now or in the future;
- l. to negotiate and enter into reimbursement agreements when monies to construct Regional Wastewater Facilities are available;

- m. to sue and be sued; and
- n. to exercise all powers incidental to the foregoing.

6. Duties. The Authority shall have the duty to do the following within the times specified or, if no time is specified, within a reasonable time:

- a. to retain legal counsel for all Authority business, including litigation;
- b. to evaluate the need for, and acquire and maintain if necessary, liability, errors and omissions, or other insurance;
- c. to finance Regional Wastewater Facilities; and
- d. to conduct an annual audit as required by the provisions of Subsection 7.d(3).

7. Administration.

a. Governing Board -- Membership. The Authority shall be administered by a board of directors ("Board") consisting of five directors. Two directors shall be appointed by the City, one director shall be appointed by the District, and two directors shall be appointed by the County. One County-appointed director shall be a member of the County Board of Supervisors and must represent a supervisorial district which includes all or a portion of the City of Roseville; such County-appointed director shall be selected annually by the County Board of Supervisors, and shall be subject to confirmation by the Roseville City Council.

b. Meetings.

(1) Regular Meetings. The Board shall by resolution establish the number of regular meetings to be held each year and the date, hour and location at which such regular meetings shall be held; provided, that the Board shall meet at least once every six (6) months.

(2) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of the Ralph M. Brown Act (California Government Code section 54950 *et seq.*).

(3) Conduct of Meetings. All meetings of the Board shall be held in accordance with the Ralph M. Brown Act (California Government Code section 54950 *et seq.*).

(4) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board, and to the City, District, and County.

(5) Quorum. Three (3) directors of the Board shall constitute a quorum for the transaction of business. Except as provided in Section 8, actions of the Board shall require the affirmative vote of a majority of the entire Board (i.e., three (3) affirmative votes).

c. Procedures.

(1) The Board shall elect a chair from among its membership to preside at meetings and shall select a secretary who may, but need not, be a member of the Board. The Board may, from time to time, elect such other officers as the Board shall deem necessary or convenient to conduct the affairs of the Authority.

(2) The Board may adopt by resolution rules of procedure, not inconsistent with the provisions of this Agreement, to govern the conduct of its meetings.

(3) Members of the Board shall comply with Title 9 of the California Government Code, commencing with section 81000 (Political Reform Act of 1974).

d. Fiscal Matters.

(1) Chief Financial Officer.

(A) Except as provided in Subsection (B), below, the Chief Financial Officer of the City, respectively, is designated as the Chief Financial Officer of the Authority with the powers, duties, and responsibilities specified in the Law, including, without limitation, sections 6505 and 6505.5 thereof.

(B) In lieu of the designations in Subsection (A), above, the Board may appoint one or more of its employees to the position of Chief Financial Officer as provided in the Law, including, without limitation, section 6505.6 thereof.

(2) Custodian of Property. The Chief Financial Officer of the Authority shall be the public officers who have charge of, handle, and have access to, the Authority's property and shall file with the Authority an official bond in the amount set by the Board.

(3) Accounts and Reports. The Board shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times to the County, the City and the District, and their respective representatives. The accounts shall be prepared and maintained by the Chief Financial Officer of the Authority. The Authority, within one hundred twenty (120) days after the close of each fiscal year, shall cause an independent audit of all financial activities for such fiscal year to be prepared by an independent certified public accountant employed by the Authority. The Authority shall promptly deliver copies of the audit report to the Participants.

(4) Budgets. The Board shall adopt a budget no later than ninety (90) days after the effective date of this Agreement and no later than June 30<sup>th</sup> of each year thereafter.

(5) Contributions. The Participants shall pay to the Authority the contributions to be specified in the Funding Agreement.

8. Voting. Notwithstanding Subsection 7.b, the following actions may only be taken as set forth below:

- a. The affirmative vote of at least four (4) Board members is required to set reserves, or authorize expenditures, for future expansions of Regional Wastewater Facilities.
- b. The affirmative vote of at least five (5) Board members is required:
  - (1) to authorize the issuance and sale, refinancing, or early redemption, of bonds; or
  - (2) to impose fees or assessments (other than the Regional Connection Fee), levy taxes, or order the formation of an assessment or special district.

9. Exercise of Powers. The powers and duties which (a) are common to the Participants, and (b) are vested in the Authority only by virtue of this Agreement, and are not independent powers and duties which arise by virtue of the Law, shall be exercised and carried out subject only to such restrictions upon the manner of exercising such powers or carrying out such duties as are imposed upon the City of Roseville in the exercise of similar powers or in carrying out similar duties, as provided in section 6509 of the Law.

10. Fiscal Year. The fiscal year of the Authority shall be the period from July 1st of each year to and including the following June 30th.

11. Debts, Liabilities and Obligations. The debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of the County, the City, or the District, either jointly or severally.

12. Liability of Board, Officers and Employees.

a. The members of the Board, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. They shall not be liable to the Participants for any mistake of judgment or other action made, taken, or omitted by them in good faith, nor for any action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through the investment of the Authority's funds, or failure to invest the same.

b. To the extent authorized by California law, no member of the Board, officer, or employee of the Authority shall be responsible for any action made, taken, or omitted, by any

other member of the Board, officer, or employee. No member of the Board, officer, or employee of the Authority shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement, except as provided in Subsection 7.d(2).

c. The funds of the Authority shall be used to defend, indemnify, and hold harmless the Authority and any member of the Board, officer, or employee of the Authority for actions taken in good faith and within the scope of his or her authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide coverage for the foregoing indemnity.

13. Liberal Construction. The provisions of this Agreement shall be liberally construed as necessary or reasonably convenient to achieve the purposes of the Authority.

14. Disposition of Property. Upon termination of this Agreement, the Authority shall convey all assets of the Authority to the City. Thereafter, the City shall use such assets of the Authority for the benefit of the City, District and County, as set forth in the Operations Agreement and the Funding Agreement.

15. Severability. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

16. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Participants. No Participant may assign any rights or obligations hereunder without the consent of the other Participants; provided, further, that no such assignment may be made if it would materially and adversely affect (a) the rating of bonds issued by the Authority, or (b) bondholders holding such bonds.

17. Amendments. This Agreement may be amended only by the unanimous written agreement of the Participants. So long as any bonds of the Authority are outstanding and unpaid, or funds are not otherwise set aside for the payment or redemption thereof in accordance with the terms of the bonds and the documentation relating thereto, this Agreement shall not be amended, modified or otherwise revised, changed or rescinded, unless the Participants have first complied with the procedures required to amend the indenture for said Bonds.

18. Notices. Any notices to Participants required by this Agreement shall be delivered or mailed, U.S. first class, postage prepaid, addressed as follows:

CITY OF ROSEVILLE  
Environmental Utilities Department  
2005 Hilltop Cir.  
Roseville, CA 95747  
Attention: Environmental Utilities Director

With a copy to:  
Roseville City Attorney  
311 Vernon St.  
Roseville, CA 95678  
Attention: City Attorney

Finance Department  
311 Vernon St., Room 206  
Roseville, CA 95678  
Attention: Finance Director

SOUTH PLACER MUNICIPAL UTILITY  
DISTRICT  
5807 Springview Dr.  
Rocklin, CA 95677  
Attention: General Manager

With a copy to:  
District's General Counsel  
Hill Rivkins Brown & Associates  
11140 Fair Oaks Boulevard, Suite 100  
Fair Oaks, CA 95628  
Attention: Adam Brown

COUNTY OF PLACER  
Department of Public Works  
Environmental Engineering Division  
11476 "C" Avenue  
Auburn, CA 95603  
Attention: Director

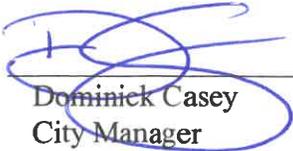
With a copy to:  
Placer County Counsel  
175 Fulweiler Avenue  
Auburn, CA 95603  
Attention: County Counsel

Notices under this Agreement shall be deemed given and received at the earlier of actual receipt, or the second business day following deposit in the United States mail, as required above. Any Participant may amend its address for notice by notifying the other Participants.

19. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Participants have entered into this Agreement effective as of the date first above written.

**CITY OF ROSEVILLE**

BY:   
\_\_\_\_\_  
Dominick Casey  
City Manager

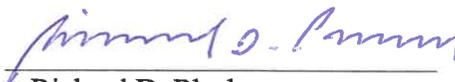
ATTEST:

BY:   
\_\_\_\_\_  
Sonia Orozco  
City Clerk

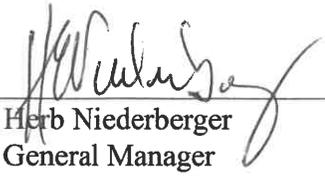
APPROVED AS TO FORM:

BY:   
\_\_\_\_\_  
Robert R. Schmitt  
City Attorney

APPROVED AS TO SUBSTANCE:

BY:   
\_\_\_\_\_  
Richard D. Plecker  
Environmental Utilities Director

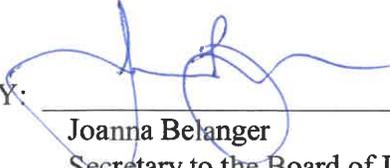
**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

BY:   
Herb Niederberger  
General Manager

APPROVED AS TO FORM:

BY:   
Adam Brown  
District Counsel

ATTEST:

BY:   
Joanna Belanger  
Secretary to the Board of Directors

**COUNTY OF PLACER**

BY: \_\_\_\_\_  
Chair, Board of Supervisors

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
County Counsel

ATTEST:

BY: \_\_\_\_\_  
Clerk, Board of Supervisors

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

BY: \_\_\_\_\_  
Herb Niederberger  
General Manager

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Adam Brown  
District Counsel

ATTEST:

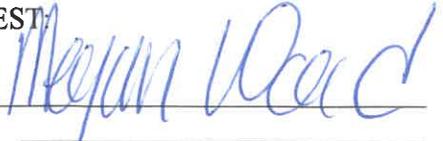
BY: \_\_\_\_\_  
Joanna Belanger  
Secretary to the Board of Directors

**COUNTY OF PLACER**

BY:   
\_\_\_\_\_  
Chair, Board of Supervisors

APPROVED AS TO FORM:

BY:   
\_\_\_\_\_  
*Robert Sandron, Sup. Deputy*  
County Counsel

ATTEST:  
BY:   
\_\_\_\_\_  
Clerk, Board of Supervisors

## **EXHIBIT A**

### **Funding Agreement Definitions (as of January 1, 2019)**

**2011 Bonds** means the following Authority bonds issued in 2011: (i) South Placer Wastewater Authority Wastewater Revenue Refunding Bonds, Series 2011A (Variable Rate Demand Bonds); (ii) South Placer Wastewater Authority Wastewater Revenue Refunding Bonds, Series 2011B (Variable Rate Demand Bonds); (iii) South Placer Wastewater Authority Wastewater Revenue Refunding Bonds, Series 2011C; and (iv) South Placer Wastewater Authority Wastewater Revenue Refunding Bonds, Series 2011D (SIFMA Index Bonds).

**2011 Bond Debt Service** means Debt Service due on the 2011 Bonds.

**2011 Bond Documents** means the Indenture, this Agreement, the Official Statement and other ancillary documents relating to credit enhancement, liquidity, and other matters relating to the 2011 Bonds, including the purchase of the 2011 Bonds.

**Aggregate Rate Stabilization Fund Draw** means, for any Computation Period, the amount actually withdrawn from the Rate Stabilization Fund to pay Debt Service during such Computation Period.

**Authority** is defined in the preamble.

**Available Local Connection Fees** means Local Connection Fees that may be used to pay Debt Service. A Participant assessing Local Connection Fees shall, on a case-by-case basis, determine whether such Local Connection Fees are so usable.

**Average Dry Weather Flow** means the average daily wastewater flow into the Regional Wastewater Facilities, measured from July 1st through September 30th of each year.

**Bond Documents** means the 2011 Bond Documents and any Parity Bonds Instrument(s).

**Bond Redemptions** means funds sent by the Authority to the Trustee accompanied by irrevocable instructions to the Trustee that such funds are to be applied to the redemption of Bonds in accordance with the optional redemption provisions of the Indenture and any Parity Bonds Instrument.

**Bonds** means, collectively, the 2011 Bonds and any Parity Bonds, issued and at any time outstanding under the Indenture or any Parity Bonds Instrument, respectively.

**Capital Costs** means both direct and incidental costs of the planning, permitting, design,

acquisition and construction of Regional Wastewater Facilities, including, without limitation, the following: (a) site acquisition, including, without limitation, administration, surveys, appraisals, legal fees, costs of litigation, and title insurance; (b) engineering costs, including, without limitation, administration, investigation, tests, design, survey, construction supervision, and inspection; (c) construction costs, including, without limitation, Bond interest during construction; (d) preliminary project costs paid, and advance payments made, by the City, the County, or the District; (e) Debt Service and issuance costs on Bonds; (f) reserve requirements for Bonds; (g) capital reserve requirements relating to Regional Wastewater Facilities; and (h) administrative costs, including, without limitation, legal fees, consultant fees, and costs of Participant personnel working on the acquisition and construction of Regional Wastewater Facilities.

City is defined in the preamble.

Computation Period means a Fiscal Year, unless another period of time is required by any applicable Bond Document.

County is defined in the preamble.

Debt Service means, for any Computation Period, the sum of (a) the interest accruing on all Bonds during such Computation Period, assuming that all Bonds are retired as scheduled, plus (b) the principal amount (including principal due as sinking fund installment payments) allocable to all Bonds in such Computation Period, calculated as if such principal amounts were deemed to accrue daily during such Computation Period in equal amounts from, in each case, each payment date for principal or the date of delivery of such Bonds (provided that principal shall not be deemed to accrue for greater than a 365-day period prior to any payment date), as the case may be, to the next succeeding payment date for principal; provided, that the following adjustments shall be made to the foregoing amounts in the calculation of Debt Service:

(1) with respect to any such Bonds bearing or comprising interest at other than a fixed interest rate, the rate of interest used to calculate Debt Service shall be (A) with respect to such Bonds then outstanding, one hundred ten percent (110%) of the greater of (I) the daily average interest rate on such Bonds during the twelve (12) calendar months next preceding the date of such calculation (or the portion of the then current Computation Period that such Bonds have borne interest) or (II) the most recent effective interest rate on such Bonds prior to the date of such calculation and (B) with respect to such Bonds then proposed to be issued, the average of the Revenue Bond Index published in *The Bond Buyer* over the prior 12 months, or a comparable index if the Revenue Bond Index is no longer published;

(2) with respect to any such Bonds having twenty percent (20%) or more of the aggregate principal amount thereof due in any one Computation Period, Debt Service shall be calculated for the Computation Period of determination as if the interest on and principal of such Bonds were being paid from the date of incurrence thereof in

substantially equal annual amounts over a period of thirty (30) years from the date of such Bonds; provided, however, that the full amount of such Bonds shall be included in Debt Service if the date of calculation is within 24 months of the actual maturity of the payment;

(3) with respect to any such Bonds or portions thereof bearing no interest but which are sold at a discount and which discount accretes with respect to such Bonds or portions thereof, such accreted discount shall be treated as due when scheduled to be paid;

(4) Debt Service shall not include interest on Bonds which is to be paid from amounts constituting capitalized interest; and

(5) if an interest rate swap agreement is in effect with respect to, and is payable on a parity with, any Bonds to which it relates, no amounts payable under such interest rate swap in excess of debt service payable under such Parity Bonds Instrument shall be included in the calculation of Debt Service unless the sum of (A) the interest payable on such Bonds, plus (B) the amounts payable by the Authority or the Participant under such interest rate swap agreement, less (C) the amounts receivable by the Authority or the Participant under such interest rate swap agreement, are greater than the interest payable on such Bonds, in which case the amount of such payments to be made that exceed the interest to be paid on such Bonds shall be included in such calculation, and for this purpose, the variable amount under any such interest rate swap agreement shall be determined in accordance with the procedure set forth in Subsection (1) of this definition.

Debt Service Fund means the fund of that name created under the Indenture, or an equivalent fund created under any Parity Bonds Instrument, as applicable.

District is defined in the preamble.

Dry Creek Plant means the regional wastewater treatment plant owned and operated by the City for the mutual benefit of the Participants and known as the “Dry Creek Wastewater Treatment Plant.”

EDU's means “equivalent dwelling units,” which is the measure by which City, District, and County calculate their Regional Connection Fees. The Participants shall coordinate the definition of EDU's in their respective codes and ordinances, such that Regional Connection Fees collected are equivalent with regards to land use types, size, and density of structures.

Enterprise Fund means, (a) as to the City, the Operational and Rehabilitation Funds maintained by the City; (b) as to the County, the following funds maintained by the County: (1) Sewer Maintenance District No. 2, Fund 503, Subfund 2; and (2) CSA 28, Zone 2A3, Sunset Sewer, Fund 502, Subfund 2; (c) CSA 28, Zone 173, Dry Creek, Fund 502, Subfund 55; and (d) as to the District, the Enterprise Fund maintained by the District.

Event of Default means:

(a) Default in the due and punctual payment of any amounts required to be paid hereunder by a party hereto, when and as the same shall become due and payable; or

(b) Default by a party in the observance of any other covenants, agreements or conditions on its part in this Agreement, or in any Bond Document, and such default shall have continued for a period of thirty (30) days after that party shall have been given notice in writing of such default by the Trustee, or any other party hereto; provided, however, that if any such default is not reasonably curable within such thirty (30) day period, the applicable party shall not be deemed to be in default if such party commences to cure the default within such thirty (30) day period and diligently pursues such cure to completion.

Fiscal Year means the period of time beginning on July 1st of any year and ending on June 30th of the following year, or any other twelve (12) month period agreed to in writing by all of the Participants.

Indenture means, collectively and individually, the Wastewater Revenue Bond Indenture, and the First, Second, Third and Fourth Supplemental Wastewater Revenue Bond Indentures, each dated as of April 1, 2011, between the Authority and the Trustee, under which the 2011 Bonds were issued.

Individual Rate Stabilization Fund Draw means, as to each Participant, for any Computation Period, the amount actually withdrawn from the account created for such Participant in the Rate Stabilization Fund to pay such Participant's Proportionate Share of Debt Service during such Computation Period.

Interest Payment Date means any date on which interest is payable on the 2011 Bonds under the terms of the Indenture and any Parity Bonds Instrument.

JPA Agreement is defined in Recital A.

Local Connection Fees means connection fees imposed and collected by a Participant, pursuant to the applicable provisions of the Roseville Municipal Code, District ordinances, or County ordinances, as applicable, for the purpose of funding expansions or modifications of, and/or improvements to, the Participant's System.

MGD means millions of gallons per day.

Minimum Level means, when used to describe the amount contained in the Rate Stabilization Fund, an amount equal to the lesser of: (a) Debt Service due in the two (2) Fiscal Years occurring immediately after the calculation is made, and (b) the amount required to redeem or retire all Bonds.

Operations Agreement means that certain Agreement Regarding the Operation and Use of the South Placer Regional Wastewater Facilities made by and among the Authority and the Participants of even date herewith, as amended by the Amended and Restated Agreement Regarding the Operation and Use of the South Placer Regional Wastewater Facilities dated of even date herewith.

Other Superseded Agreements means, collectively, the following agreements between the parties and/or their predecessors: (i) Agreement Relating to the Construction and Operation of a Regional Sewage Treatment Plant between the City and Rocklin-Loomis Municipal Utility District (the District's predecessor), dated as of July 5, 1973, and amended on October 15, 1975, June 17, 1981, and May 6, 1987 (collectively, the "Dry Creek Agreements"); (ii) Agreement for Sewer Services Regarding Placer County Sewer Maintenance District No. 2; Placer County Service Area No. 28, Zone 2, A-3; Placer County Service Area No. 28, Zone 55; and the Dry Creek-West Placer Community Plan Area between the City and the County, dated January 17, 1996 (the "Roseville/Placer County Agreement"); (iii) Preliminary Agreement Between and Among the City of Roseville, the South Placer Municipal Utility District and the County of Placer Regarding the Pleasant Grove Wastewater Treatment Plant, between the City and the County, dated May 19, 1998, and a separate agreement between the City and the District bearing the same title and containing substantially the same provisions, dated October 21, 1998 (collectively, the "Preliminary Agreement"); and (iv) the Settlement Agreement among the City, the County and the District, in settlement of the litigation entitled *City of Roseville vs. South Placer Municipal Utility District*, Sacramento County Superior Course Case No. 98AS02099 (the "Settlement Agreement").

Parity Bonds means all bonds, notes or other obligations (including without limitation long-term contracts, loans, sub-leases or other legal financing arrangements) of the Authority, the proceeds of which are applied to the acquisition and construction of Regional Wastewater Facilities, payable from and secured by a pledge of and lien upon any of the Participant Net Revenues, and issued or incurred pursuant to the Indenture.

Parity Bonds Instrument means the resolution, trust indenture or installment sale agreement adopted, entered into or executed and delivered by the Authority, and under which Parity Bonds are issued.

Participant means, individually, the City, the County, or the District. Participants means, collectively, the City, the County and the District.

Participant Gross Revenues means, for any Computation Period, all amounts received for, arising from, and all other income and revenues derived by a Participant from, the ownership or operation of such Participant's System and such Participant's use of Regional Wastewater Facilities, excluding Regional Connection Fees and Local Connection Fees other than Available Local Connection Fees.

Participant Net Revenues means, with respect to each Participant, such Participant's Gross Revenues less such Participant's Operation and Maintenance Costs, for any Computation Period.

Participant Operation and Maintenance Costs or Participant's Operation and Maintenance Costs means, for any given period, the reasonable and necessary costs (both direct and incidental) of operating and maintaining the facilities which comprise a Participant's System during such period, as well as the Participant's share of Regional Operation and Maintenance Costs, calculated on sound accounting principles, including (among other things) the reasonable expenses of management and repair and other expenses necessary to maintain and preserve such facilities in good repair and working order, and reasonable amounts for administration, overhead, insurance, taxes (if any), labor, materials, water, electricity, natural gas, chemicals, employee bonds, vehicles, communications equipment, preventive maintenance, sludge disposal, environmental remediation, engineering services, analytical testing services, rents, right-of-way charges, recycled water operations costs, legal judgments and assessments, other support services, and other similar costs, but excluding in all cases depreciation, replacement and obsolescence charges or reserves therefor, debt service and amortization of intangibles or other book-keeping entries of a similar nature.

Participant Parity Obligations means, as to each Participant, all bonds, notes or other obligations (including without limitation long-term contracts, loans, sub-leases or other legal financing arrangements), payable from Participant Net Revenues on a parity with the Participant's obligation to pay its Proportionate Share of Debt Service.

Participant System or Participant's System means, as to each Participant, the facilities of such Participant (excluding Regional Wastewater Facilities, if any, owned by such Participant) for the collection, transmission and disposal of wastewater to or through the Regional Wastewater Facilities, together with necessary pipes, pumps, valves and machinery and lands, easements and rights of way therefor; and other works, properties or structures necessary or convenient for the collection, transmission and disposal of wastewater, including all additions, betterments, extensions and improvements to such facilities or any part thereof.

Paying Participant is defined in Subsection 9.f(3).

Phase I Capacity means the wastewater treatment capacity actually provided by the first phase of the Pleasant Grove Plant (9.5 MGD). On the date the Pleasant Grove Plant begins wastewater treatment operations, the Participants' usage of Phase I Capacity shall be zero, notwithstanding the diversion of wastewater from the Dry Creek Plant, as set forth below. From and after that date, all increases in the Participants' usage of the wastewater treatment capacity of the Regional Wastewater Facilities shall be deemed to be usage of Phase I Capacity, until the entire amount of Phase I Capacity is used.

Pleasant Grove Plant means the regional wastewater treatment plant owned and operated by the City for the mutual benefit of the Participants and known as the "Pleasant Grove

Wastewater Treatment Plant.”

Proportionate Share means the percentage allocations among the Participants determined in accordance with Section 12.

Proportional Volumetric Share means the proportion of total yearly wastewater volume entering the Regional Wastewater Facilities that is attributable to the City, the District or the County, as applicable. The City shall determine, using information supplied by all Participants, the total yearly wastewater volume and each Participant’s Proportional Volumetric Share on a Fiscal Year basis.

Rate Covenant Debt Service means, as to each Participant, such Participant’s Proportionate Share of Debt Service, less the sum of (a) such Participant’s Individual Rate Stabilization Fund Draw, and (b) any amounts paid on behalf of such Participant pursuant to Section 9.f(3).

Rate Stabilization Fund means the fund into which all Regional Connection Fees are deposited. The Rate Stabilization Fund may be held by the City in trust for the benefit of the Authority, in which event references in this Agreement to payments made, or received, by the Authority, shall be deemed to refer to payments made, or received, by the City on the Authority’s behalf.

Reclaimed Water means treated wastewater that can be used for other purposes such as irrigation. Reclaimed Water is interchangeable with Recycled Water.

Recycled Water means treated wastewater that can be used for other purposes such as irrigation. Recycled Water is interchangeable with Reclaimed Water.

Regional Connection Fees means the connection fees imposed and collected by the Participants, pursuant to the applicable provisions of the Roseville Municipal Code, District ordinances, and County ordinances, for the purpose of funding expansions or modifications of, and/or improvements to, Regional Wastewater Facilities. If any Participant contributes additional amounts pursuant to Subsection 10.c in lieu of enacting and enforcing the minimum Regional Connection Fee recommended by the Authority, such additional amounts shall be deemed to be Regional Connection Fees for purposes of this Agreement.

Regional Operation and Maintenance Costs means, for any given period, the reasonable and necessary costs (both direct and incidental) of operating and maintaining Regional Wastewater Facilities during such period, calculated on sound accounting principles, including (among other things) the reasonable expenses of management and repair and other expenses necessary to maintain and preserve Regional Wastewater Facilities in good repair and working order, and reasonable amounts for administration (including, without limitation, costs of administration of the Participants’ industrial pretreatment programs by the City, but only to the extent such costs are not chargeable to significant industrial users pursuant to Roseville

Municipal Code Chapter 14.26), overhead, insurance, taxes (if any), labor, materials, water, electricity, natural gas, chemicals, employee bonds, vehicles, communications equipment, improvements, replacements and rehabilitations, preventive maintenance, sludge disposal, environmental remediation, engineering services, analytical testing services, rents, right-of-way charges, legal judgments and assessments (including, without limitation, enforcement actions of the California Regional Water Quality Control Board), and other similar costs. Credit items, such as all salvage value of Regional Wastewater Facilities, and revenue from the sale of sludge or other products, except for reclaimed and recycled water, shall be credited first to Regional Operation and Maintenance Costs and then to each of the Participants based on their Proportional Volumetric Share.

Regional Wastewater Facilities means the Pleasant Grove Plant, the Dry Creek Plant, any other regional treatment plants constructed by the Authority or any of the Participants in the future to facilitate wastewater collection, conveyance, treatment, recycling, discharge, and disposal services collectively to all of the Participants, and all Related Regional Infrastructure.

Related Regional Infrastructure shall mean trunk sewers, interceptor lines, force mains, pump stations, and all other wastewater infrastructure, constructed in conjunction with the Pleasant Grove Plant, the Dry Creek Plant, and/or other regional wastewater treatment plants constructed in the future, as appropriate and necessary to facilitate wastewater collection, conveyance, treatment, recycling, discharge, and disposal services collectively to all of the Participants. "Related Regional Infrastructure" shall not include trunk sewers, interceptor lines, force mains, pump stations, or any other wastewater infrastructure that (a) facilitate such services to only one or two of the Participants, or (b) are otherwise covered by other agreements providing for the apportionment of construction, operation and maintenance costs therefor, except for the agreements that are expressly superseded by this Agreement and the Operations Agreement.

Reserve Account means the account of that name created under the Indenture, or an equivalent account created under any Parity Bonds Instrument, as applicable.

Reserve Requirement has the meaning given thereto in the Indenture, or any Parity Bonds Instrument, as applicable.

Sub-Minimum Level means, for each Participant, an amount equal to the product of the Minimum Level multiplied by such Participant's Proportionate Share.

Trustee means the Bank of New York Mellon Trust Company, N.A., which was appointed as Trustee under the Indenture, and any successor thereto. The term "Trustee" shall also mean trustee(s) under any Parity Bonds Instrument(s), as applicable.

Underfunded Participant is defined in Subsection 9.f(3).

User Charges means rates, fees and charges levied against customers for use of a Participant's System and the Regional Wastewater Facilities, exclusive of Regional Connection

Fees and Local Connection Fees.



## **SPWA REGULAR TELECONFERENCE MEETING AGENDA**

In accordance with the requirements of California Government Code section 54950 *et seq.*, notice is hereby given of the regular teleconference meeting of the Board of Directors of the South Placer Wastewater Authority at the following time and location:

**Thursday, January 28, 2021**

9:30 a.m.

City of Roseville  
Teleconference

This meeting will be held via teleconference in accordance with the Brown Act and Executive Order N-29-20. Members of the public may observe the meeting and offer public comment by utilizing the following information:

### **To Join the Meeting on Your Computer:**

\*\*\*Meeting link info here

### **To Join the Meeting by Phone**

\*\*\*Meeting phone and ID info here

### **Public Comment:**

Members of the public may comment on any item of interest to the public within subject matter jurisdiction of the South Placer Wastewater Authority. Please note that all public participants will be muted by default during the meeting. Members of the public who wish to address a specific agenda item are requested to offer their comments during consideration of that item.

Written Comments: You are welcome to submit written comments to the Board via email. Please send your written comments to [pwalsh@roseville.ca.us](mailto:pwalsh@roseville.ca.us) by **3:00 p.m. on January 27, 2021**. Please include the words Public Comment in the subject line and the meeting date and a brief title and/or agenda item number that your comments relate to. Comments will be read aloud at the meeting.

Oral Comments: Public comment will be opened during the public comment time and for each agenda item. Please use the Zoom "Raise Hand" feature when the Board Chair announces the agenda item. The Chair may limit any individual to 3 minutes of comment. Time to address the Board will be allocated based on the number of requests received. Phone attendees press \*9 to utilize the "Raise Hand" Feature.

If you need a disability-related modification or accommodation to participate in this meeting, please contact Voice: (916) 774-5770, TDD: (916) 774-5220. Requests must be made as early as possible.

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## **AGENDA**

**ROLL CALL**     Directors:    Bruce Houdesheldt (*Chair*)  
   Jerry Mitchell (*Vice Chair*)  
   Bonnie Gore  
   Pauline Roccucci  
   Robert Weygandt

**INTRODUCTIONS**

**ELECTION OF CHAIR AND VICE CHAIR**

1. **Motion: Election of Chair and Vice-Chair**

**APPROVAL OF MINUTES, June 25, 2020**

**OLD BUSINESS ITEMS**

**NEW BUSINESS ITEMS**

1. Resolution: Approval of Updated Authority Schedule of Regular Meeting Dates (Ken)
2. Information: Debt Review (Nick)
3. Information: Investment Review (Jacquie)
4. Information: Financial Audit (Nick)
5. Information: Agreed Upon Procedures and Connection Fee Programs (Teri)
6. Information: Rate Stabilization Fund Balances (Nick)
7. Information: 2019-20 Final Rate Stabilization Fund Summary (Nick)
8. Information: Capital Improvement Projects Overview and Update (Ken)
9. Information: Sierra Vista and Amoruso Ranch Service Area Boundaries Adjustment (Ken)
10. Resolution: Request to use BOLD for Refinancing Fees (Ken)

**PUBLIC COMMENTS ON NON-AGENDA ITEMS**

**REPORTS/COMMENTS – BOARD MEMBERS/STAFF**

**ADJOURNMENT**

Note: The Board may take action on any matter, however listed on this Agenda, and whether or not listed on this Agenda, to the extent permitted by applicable law. Staff Reports are subject to change without prior notice.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Recording Secretary to all or a majority of the SPWA Board less than 72 hours prior to that meeting are available for public inspection during normal business hours at the City of Roseville Corporation Yard, 2005 Hilltop Circle, Roseville California 95747.

The meeting is accessible to the disabled. In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Voice:(916) 774-5770, TDD: (916) 774-5220. Requests must be made as early as possible.

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors  
**From:** Herb Niederberger, General Manager  
**Cc:** Emilie Costan, Administrative Services Manager  
**Subject:** **Approval of General Manager's Goals for 2021**  
**Meeting Date:** January 7, 2021

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**Overview**

The Board has requested that the General Manager's goals for the upcoming year be reviewed. Listed below are goals for 2021, along with a list of items programed for 2021. These items were reviewed by the President's Committee on December 14, 2021, and are being forwarded to the Board for discussion and approval

**Goals 2021**

1. Strategic Plan Goal 1.1: Engage customers and stakeholders and promote public participation; Goal 1.3: Maintain Transparency – Redistricting to comply with the California Voting Rights Act (CVRA) and transition to by-Ward Area Voting
2. Strategic Plan Goal 1.3: Maintain Transparency – Renew SDLF Transparency Certification
3. Strategic Plan Goal 3.1 Infrastructure Management and Capital Improvement – Plan projects to ensure adherence to District standards. Complete building addition and Perimeter Fence Project
4. Strategic Plan Goal 5.1 Maintain rates to meet financial needs, operational demands, regulatory requirements, and customer expectations – Evaluate Financial Performance and report to Fee and Finance Advisory Committee
5. Strategic Plan Goal 5.1 Maintain rates to meet financial needs, operational demands, regulatory requirements, and customer expectations – Secure additional SPMUD representation on the SPWA Board of Directors
6. Strategic Plan Goal 5.3: Maintain financial responsibility – Dispose of excess assets such as the NSD property
7. Strategic Plan Goal 5.4 Annual budgets and acceptable audits – Obtain GFOA Award for Financial Reporting

## **Programmed Future Items:**

### January

- Oath of Office
- President Change-over, Dissolution of Advisory Committees
- Selection of Officers
- Appointments to Advisory Committee and SPWA Board
- GM 2021 Goals

### February

- Mid-Year Budget Adjustments
- Report on SPWA Board Meeting
- Quarterly Investment Report

### March

- Newcastle Service Area Project Approval

### April

- SharePoint Intranet Demonstration

### May

- SCADA Master Plan Approval
- Quarterly Investment Report

### June

- FY 2021-22 Budget Workshop
- Adopt FY21/22 Fee Schedule
- Delinquent Account Assignment

### July

- Adopt FY 2021-22 Budget
- Report on SPWA Meeting

### August

- Quarterly Investment Report

### September

- Strategic Plan Annual Report

### November

- Quarterly Investment Report
- PMP Annual Report

### December

- Final Audit and Consolidated Annual Financial Report
- Participation Charge Report for FY 2020/21

## **Recommendation**

Staff recommends that the Board of Directors review, comment, edit and approve the list of 2021 Goals and Programmed Items and return to the General Manager for implementation.

**Strategic Plan Goals**

The General Manager's goals for 2021 are tied to specific Strategic Plan goals.

**Related District Ordinances or Policies**

Policy 4041 – Delegation to the General Manager

Policy 4042 – Board-General Manager Relationship and Responsibilities

**Fiscal Impact**

The specific fiscal impact associated with these actions will be addressed at the time of project approval or budget.

**GENERAL MANAGER REPORT**

To: Board of Directors  
From: Herb Niederberger, GM  
Date: January 7, 2021  
Subject: General Manager Monthly Staff Report – December 2020

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**1) DEPARTMENT REPORTS**

Attached are the monthly status reports for the Boards information:

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

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

**2) INFORMATION ITEMS**

- A. On December 16, 2020, the General Manager and the Administrative Services Manager, Emilie Costan, conducted new-director orientation with Jim Durfee including an overview of the Board Director Resources Binder and the 2020/21 Budget.
- B. Advisory Committee Meetings:
  - i. The Presidents Committee met via Zoom meeting on December 14, 2020 to discuss the General Manager’s goal achievements in 2020 and goal setting for the coming year, the 2021 advisory committee schedule and assignments and the programmed items for Board consideration in 2021. The committee recommended that the General Manager’s Goals for 2021 be forwarded to the Board of Directors’ approval at the January Board meeting.
  - ii. The Architectural Advisory Committee met via Zoom Meeting on December 16, 2020, to review renderings of the proposed building additions, cost estimates, and project schedule. The Advisory Committee recommended that staff have the final design completed and bid documents be prepared so that construction bids can be received for the project.

There were no other advisory committee meetings in December.

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

None to report

#### 4) **LONG RANGE AGENDA**

##### **February 2021**

- Mid-Year Budget Adjustments
- Report on SPWA Board Meeting
- Quarterly Investment Report

##### **March 2021**

- Newcastle Service Area Project Approval

##### **April 2021**

- SharePoint Intranet Demonstration

##### **May 2021**

- SCADA Master Plan Approval
- Quarterly Investment Report

##### **June 2021**

- FY 2021-22 Budget Workshop
- Adopt FY21/22 Fee Schedule
- Delinquent Account Assignment

ITEM VII. ASD REPORT

To: Board of Directors

From: Emilie Costan, Administrative Services Manager

cc: Herb Niederberger, General Manager

Subject: Administrative Services Department Monthly Report

Board Date: January 7, 2021

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**New Online Autopay**

Due to a limitation in the utility billing software, Administrative Services staff has been required to manually enroll customers in autopay over the phone. This includes sending letters to notify customers when their card expires and updating their information over the phone. The District volunteered to work with the utility billing software developers to be one of the first to test their new Draft on Due Date feature which will allow District customers to sign up for, receive notifications, and manage their own autopay accounts completely online.

**COVID-19**

The Administrative Services Manager attended two webinars on the new CalOSHA requirements and worked on the District's COVID-19 Prevention Plan (CPP). Additionally, she worked with other Department Managers and Supervisors to respond to and document potential exposures and cases of COVID-19. In compliance with the District's CPP, Administrative Services personnel have been set up with the equipment to telework including answering the main customer service line and attending remote meetings using the Microsoft Teams application.

**Occupational Health Provider**

The District's current occupational health provider, Sutter Roseville Occupational Health will no longer be offering occupational health services as of December 31, 2020. The District will begin using Comprehensive Medical Inc., located at 6000 Fairway Drive, to provide these services.

**Retention Schedule**

The Administrative Services Manager has been working to rewrite Policy 3310 – Records Retention Policy which will include the addition of a comprehensive Records Retention Schedule. A Policy & Ordinance Committee Meeting will be scheduled in January.

**Intranet**

The Administrative Services Department is continuing to work on creating content for the new intranet site. This has including reviewing all of the Department's SOP's and reformatting them for intranet access.

**Laserfiche**

Administrative Services is continuing to work on adding new records and improving the data associated with existing digital records stored in Laserfiche.

**Commercial & Residential Account Review**

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

**November Monthly Investment Transactions per GC §53607**

**DEPOSITS, TRANSFERS, OR WITHDRAWALS**

CalTRUST:	None
LAIF:	None
Placer County:	None
Wells Fargo:	None

ITEM VII. FSD REPORT

**To:** Board of Directors  
**From:** Eric Nielsen, Superintendent  
**Cc:** Herb Niederberger, General Manager  
**Subject:** Field Services Department Monthly Report  
**Meeting Date:** January 7, 2021

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**Overview**

This report provides the Board with an overview of the Field Services Department operations and maintenance activities through 11/31/2020. The work listed is not all inclusive.

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

- a. Zero (0)
  - i. 1553 days without a Lost Time Accident/Injury

**2. Safety/Training/Professional Development**

- a. All Field Services employees participated in:
  - i. COVID-19 training
  - ii. Annual Safety Lunch
  - iii. Substance Abuse Policy training
  - iv. Two (2) “Tailgate” safety sessions (Eyewash station use, Repetitive motion awareness)

**3. Customer Service Calls**

- a. Response Time Goals over the Last 12 Months
  - i. 30 Minutes or Less During Business Hours
    - A. Average: 17 Minutes
  - ii. 60 Minutes or Less During Non-Business Hours
    - A. Average: 69 Minutes
  - iii. 95% or Higher Success Rate
    - A. Success Rate – 96%

**4. Break Room, Locker Room, Lobby**

- a. Staff worked through City of Rocklin comments with our consultant (Williams + Paddon) and resubmitted the plans for approval.

**5. SCADA Master Plan**

- a. Staff on the SCADA Master Plan team met with our consultant (TESCO) to review user requirements and preferences on November 5.
- b. Staff observed a demonstration of a potential SCADA software platform on November 19.

**6. Miscellaneous**

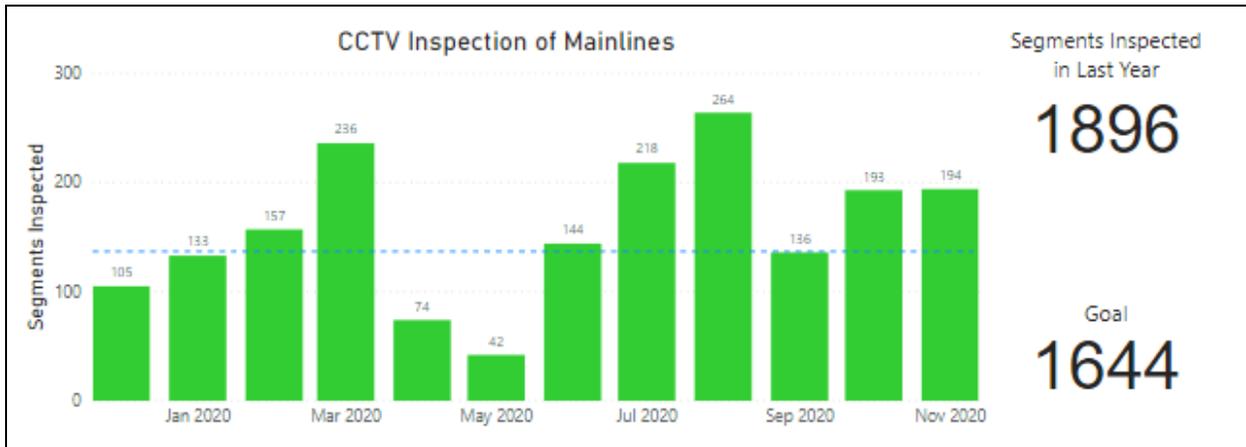
- a. Reorganized the FSD files on the District server.

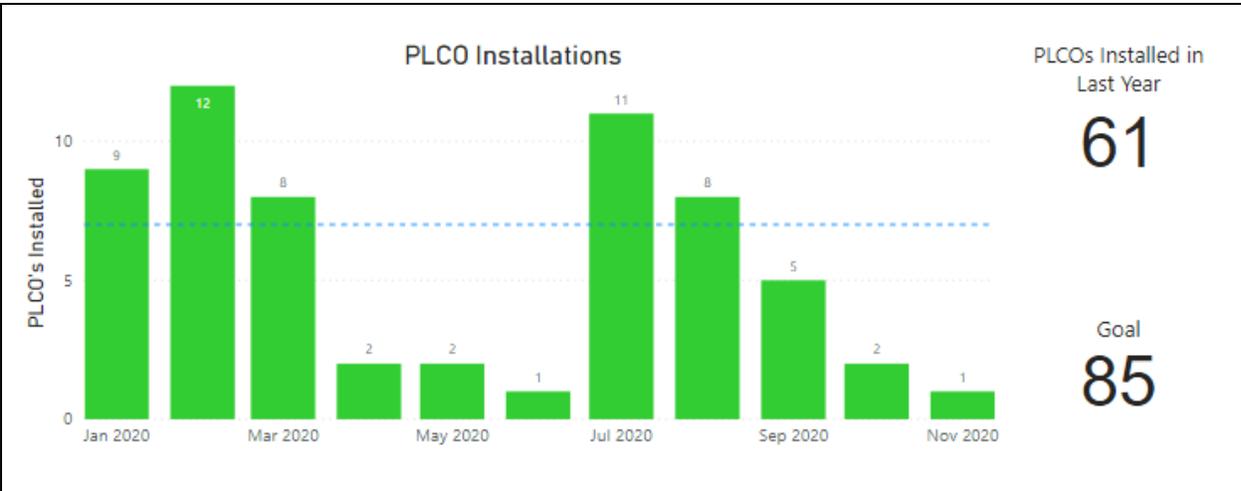
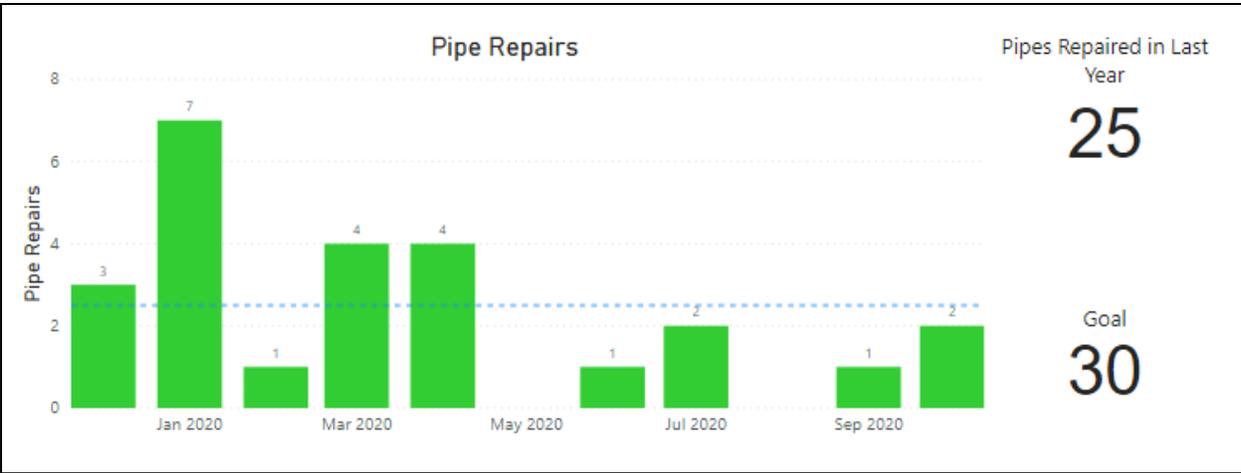
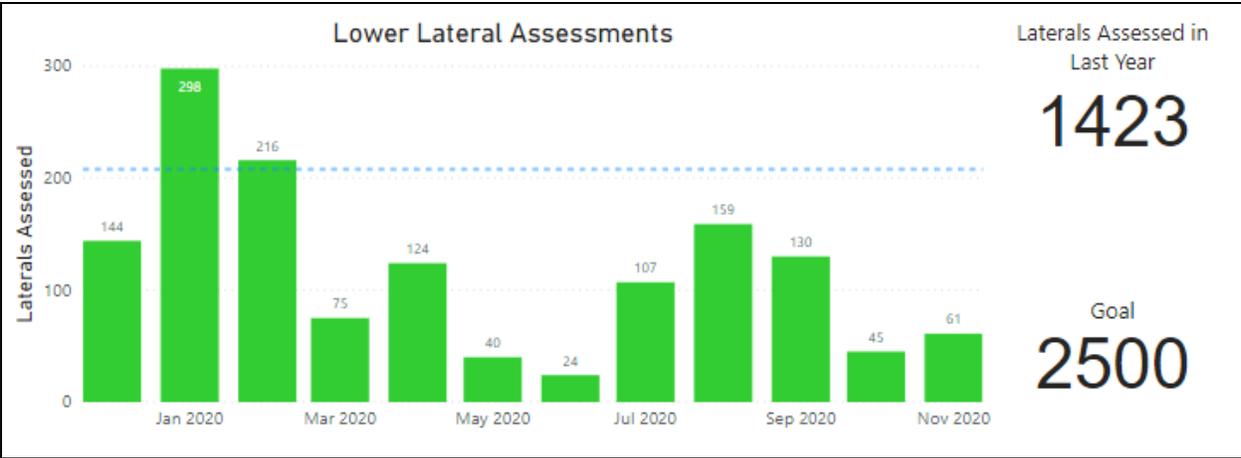
Service Calls - November 2020

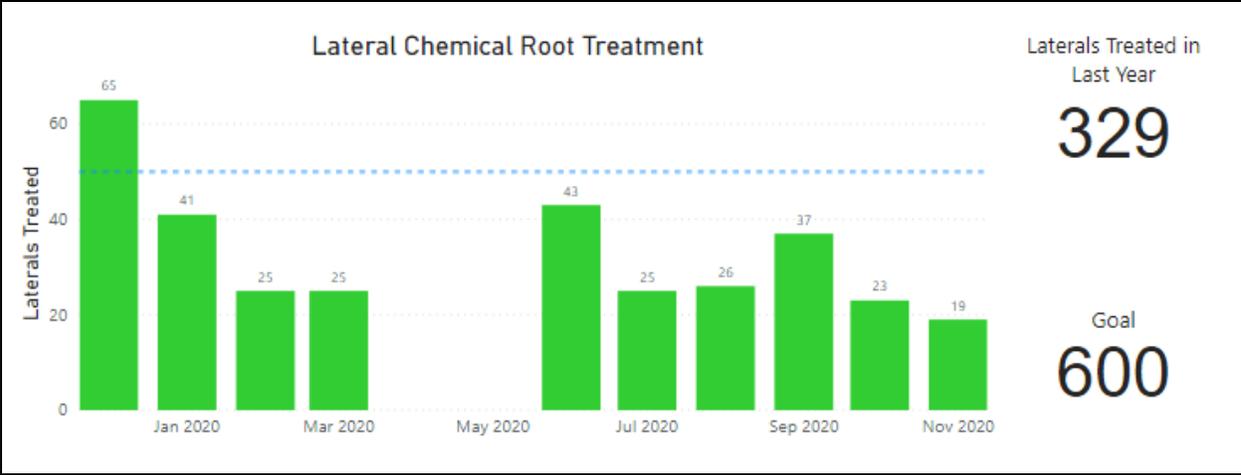
Responsibility	SSO	Stoppage	Odor	Alarm	PLSD	Vermin	Misc	Total Service Calls
N/A			1				1	
Owner Responsibility		22	3		3		4	
PCWA							2	
SPMUD Responsibility	2	2	1	4			2	
<b>Total</b>	<b>2</b>	<b>24</b>	<b>5</b>	<b>4</b>	<b>3</b>		<b>9</b>	

**7. Production**

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







Item 7.2.3

ITEM VII. TSD REPORT

To: Board of Directors  
From: Carie Huff, District Engineer  
Cc: Herb Niederberger, General Manager  
Subject: Technical Services Department Monthly Report  
Board Date: January 7, 2021

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**Foothill Trunk Sewer Replacement Project**

The Foothill Trunk Sewer Replacement Project is substantially complete and Garney is working on punch list items, including fencing and gates. The District Engineer is also working with property owners regarding damage to the existing retaining walls along the alignment behind Corona Circle.

Garney Construction continues to pursue the claim for extended overhead costs (\$118,377) due to schedule delays caused by the rock on the project. Garney is requesting compensation for project management, office rental and applicable equipment, toilets, fencing, trash dumpster and bypass pumping. The District and WaterWorks Engineering have denied the claim since the change order for additional rock is based on the bid items in the contract which includes overhead costs. In addition, the change order for the project's time extension did not assert any overhead costs. If the District and Garney do not reach a resolution on the claim, the next step would be mediation.

**FOG Program**

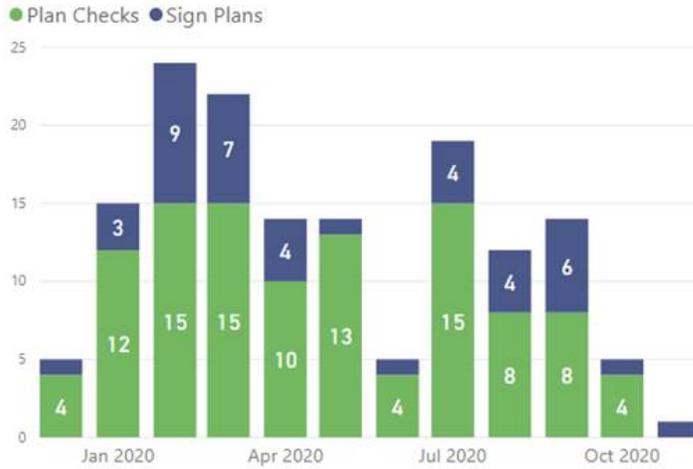
District staff continues to implement the requirements of the District's FOG Program. Staff turnover at restaurants and changes to the restaurant industry means that permitting and compliance is an ongoing effort.

Several inspections occurred at restaurant locations during the tenant improvement process. These inspections resulted in the repair and replacement of existing grease control devices. In addition, twenty core samples were taken to confirm compliance with the District's Sewer Code. Coordination also occurred with specific grease haulers due to unsatisfactory pump outs.

**Department Performance Indicators**

The following charts depict the efforts and performance of the department in the following areas of work as of November 30<sup>th</sup>, 2020. The charts are being created in a new reporting tool that directly connects to the District's data, improving the timeliness of reporting efforts and leveraging the District's investment in technology. Additional charts may be added in the future for other areas of work in the department.

### Plan Checks Completed - Monthly Totals



### % "In Time" Plan Checks



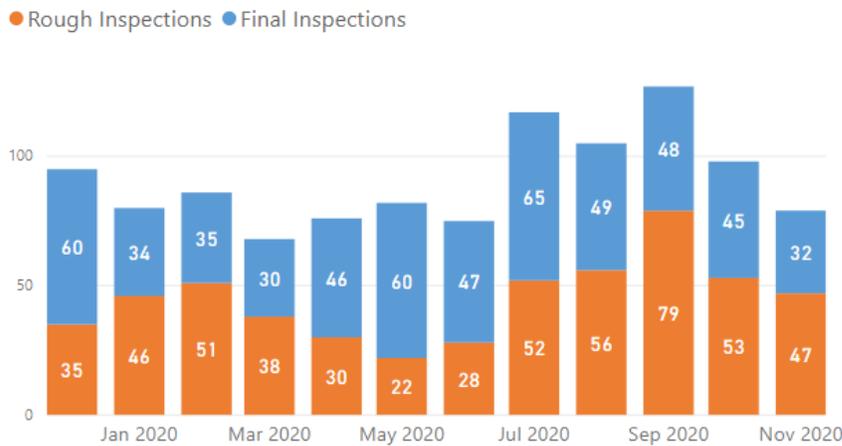
### 811 Responses - Monthly Totals



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



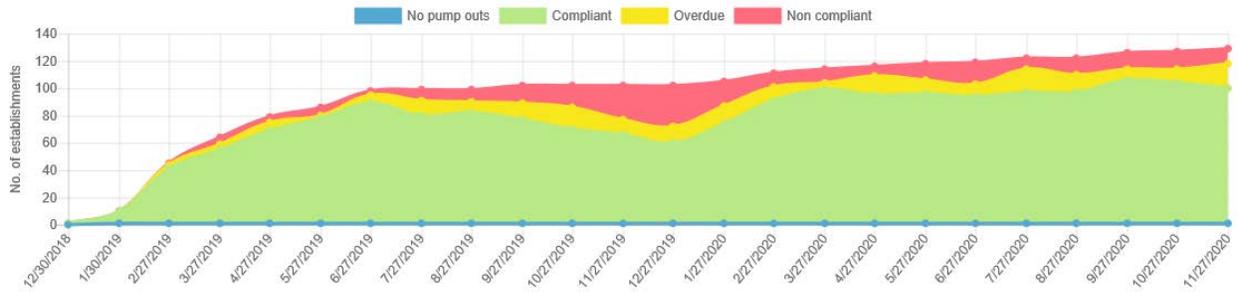
### Building Sewer Inspections - Monthly Totals



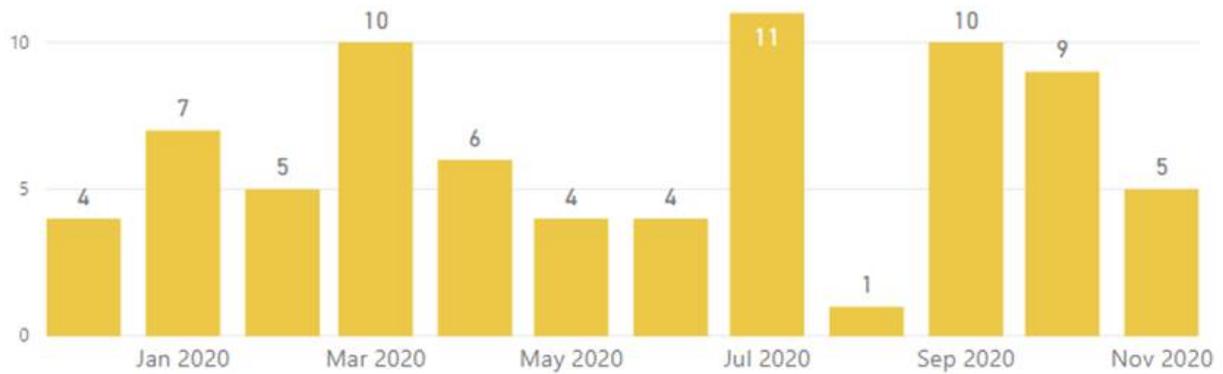
### % "In Time" Inspections



## FOG Compliance History



## FOG Pickups - Monthly Totals



## Grease Interceptor Inspections

