PLACER LOCAL AGENCY FORMATION COMMISSION

Susan Rohan (Public), Chair; Joshua Alpine (District); Bonnie Gore (County); Paul Joiner (City); William Kahrl, (District); Joe Patterson, (City); Robert Weygandt (County), Vice Chair, Alternate Commissioners: Scott Alvord (City); Vacant (Public); Jim Holmes, (County); Mike Lynch (District)

REGULAR HEARING AGENDA
November 13, 2019 - 4:00 P.M.
Board of Supervisors' Chambers
County Administrative Building
175 Fulweiler Avenue, Auburn, CA 95603

1. Flag Salute

2. Call to Order and Roll Call

3. Approval of Agenda (Action item)

4. Public Comment: This is the time when persons may address the Commission on items not on the agenda. Please limit comments to three (3) minutes as the Commission is not permitted to take any action on items presented as public comment.

5. Approval of Minutes from the August 14, 2019 Commission hearing (Action item, Pg. 1)

6. Selection of Alternate Public Member for 2019-2023 term (Action item, Pg. 5)

7. New Commissioner: The newly selected Alternate Public member will be sworn in.

8. Savig Extension of Service from the South Placer Municipal Utility District (LAFCO 2019-05) The Commission will be asked to approve an agreement for an out of area service extension to allow the South Placer Municipal Utility District to provide sewer service to the Savig parcel. (Action item, Pg. 13)

9. Executive Officer Reports:
   Legislative Committee update
   Proposal Status
   Conference update

10. Commissioner Reports:

11. Presentation regarding the LAFCO process. A presentation and outline of the LAFCO process will be made by LAFCO Counsel William Wright. (No action will be taken)

12. Adjournment:

For further information or to provide written comments on any item on the agenda, please contact the Placer LAFCO. Materials related to an item on this Agenda submitted to the Commission after distribution of the agenda packet are available for public inspection in the Placer LAFCO office at 110 Maple Street, Auburn, CA 95603 during normal business hours. Phone: (530) 899-4097. Placer LAFCO is committed to ensuring that persons with disabilities are provided the resources to participate in its meetings. If you require a disability-related accommodation, please contact the Clerk to the Commission at least two business days prior to the meeting date.
1. The Flag Salute was led by Commissioner Lynch.

2. Call to Order and Roll Call: Commissioners seated were Joiner, Kahlrl, Rohan, Gore Weygandt, Alvord, and Lynch. Staff present were Executive Officer Kris Berry, LAFCO Counsel Bill Wright, and Commission Clerk Linda Wilkie.

3. Approval of Agenda: The Agenda was approved as submitted with the exception of changing the approval date of minutes to July 10, 2019.

4. Appreciation of Service – Commissioner Rudd. Chairman Rohan presented a plaque of appreciation to outgoing Commissioner Rudd for fourteen years of service.

5. Public Comment: There was no public comment

6. Approval of Minutes from the June 9, 2019 Commission hearing. The minutes of July 10, 2019 hearing were approved as submitted by motion: Joiner/Gore/7:0

7. Nevada Irrigation District – Auburn Valley Country Club area (LAFCO 2019-01): The Commission was asked to consider the annexation of approximately 235.83 acres to the Nevada Irrigation District; Responsible agency under CEQA Guidelines section 15096.

Ms. Berry informed the Commission that the proposal consisted of 11 parcels (approximately 235.85 acres) in the Auburn Valley Area for annexation into the Nevada Irrigation District to allow for raw water for irrigation. She said that the parcels are designated as Agricultural/Timberland, approximately 20 acre minimum, and that no new potential development would occur as a result of this annexation.

Ms. Berry also stated that the property is exempt from the California Environmental Quality act pursuant to CEQA Guidelines section 15319 (annexation of existing facilities and lots for exempt facilities) as it can be determined with certainty that there is no possibility that this activity may have a significant effect on the environment. A Notice of Exemption was filed by the Nevada Irrigation District on December 27, 2018.

Commissioner Kahlrl stated that he thought this proposal was premature and that there is a possibility of environmental impact and future development.

Paul Primmer, a property owner stated that the property is not dividable.
Commissioner Weygandt said that the area is in the county and that the property owners would have to come to the county with a rezoning request. He stated that the request would be in violation of the Placer County conservation plans.

Greg Jones, Assistant Manager for NID said that the property owners will have to connect to the canal and request how much water they will receive annually. He said that the amount of water they receive depends on their request and how much water is available.

Paul Primmer said that the owners of the property want the raw water for fire suppression and to reduce the use of well water to irrigate the land.

Chairman Rohan closed public comment.

Commissioner Kahrł stated that he cannot support this proposal due to the fact that there could be a potential impact on the environment.

A motion was made by Commissioner Weygandt to:
1. Determine that the proposal is exempt from review under the California Environmental Quality Act pursuant to CEQA Guidelines section 15319 as it can be determined with certainty that there is no possibility that this activity may have a significant effect on the environment.
2. Adopt Placer LAFCO Resolution 2019-03, annexing the approximately 235.85 acre territory into the Nevada Irrigation District.
   Second by Commissioner Gore. Approved by vote. 6:1. Commissioner Kahrł voted no.

8. South Placer Municipal Utility District – Loomis Grammar School annexation (LAFCO 2019-02): the Commission was asked to consider the annexation of approximately 21 acres to the South Placer Municipal Utility District; Responsible agency under CEQA Guidelines section 15096. Approve by motion: Kahrıl/Joiner/7:0

Ms. Berry informed the Commission that this proposed annexation was for the Franklin Grammar School (approximately 21 acres) to annex to the South Placer Municipal Utility District for sewage treatment to replace the current outdated treatment plant site.

Ms. Berry also stated that the property is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15303 (new construction or conversion of small structures) and 15319 (annexation of existing facilities and lots for exempt facilities) as it can be determined with certainly that there is no possibility that this activity may have significant effect on the environment. She said that a Notice of Exemption was filed by the School District on March 4, 2019.

Chairman Rohan opened for public comment.

Seth Nesbet, working on behalf of the school district supported the proposal.

With no further public comment, Chairman Rohan closed public comment.

After a brief discussion, the Commission voted to approve the proposal.
Motion:
1. Determine that the proposal is exempt from review under the California Environmental Quality Act pursuant to CEQA Guidelines section 15303 and 15319 as it can be determined with certainty that there is no possibility that this activity may have significant effect on the environment.
3. Waive requirements for protest proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, §56663
Kahr/Joiner/7:0

South Placer Municipal Utility District – United Auburn Indian Community annexation (LAFCO 2019-03): The Commission was asked to consider the annexation of approximately 45 acres to the South Placer Municipal Utility District; Responsible agency under CEQA Guidelines section 15096.

Ms. Berry informed the Commission that this annexation was for sewage treatment for the construction of a new school on the property.

Chairman Rohan opened to public comment.

Tiffany Wilson from RSC Engineering and representing the development of the school stated that she was available to answer any questions.

Chairman Rohan closed public comment.

After a brief discussion by the Commission a motion was made to:
1. Adopt Placer LAFCO Resolution 2019-05 approving findings as a responsible agency for the Final Environmental Impact Report for the United Auburn Indian Community (State Clearinghouse NO 201710281).
Approved by motion: Kahr/Gore/7:0

Consideration of payment of Stipend to Commission: The Commission was asked to consider payment of per diem stipends to all members of the Commission.

Ms. Berry stated that the Commission members and alternates are eligible to receive the payment of per diem for each day they are in attendance at meetings of the Commission pursuant to Government Code 56334. However, due to restrictions that were in place in the Placer County Charter, Commission members appointed by the Board of Supervisors have not received stipends.

She said that the restrictions for pay for the Commission were removed by amendment of the Charter. She further stated that by adopting LAFCO Resolution 2019-07, it clarifies that the Board of Supervisors appointees as well as other members of the Commission are entitled to payment of $100.00 per diem stipend, effective immediately upon approval of the Resolution but is not retroactive for past meetings.
Approved by motion: Alvord/Lynch/6:1 (Gore abstained)
11. Attendance at CALAFCO Conference: Ms. Berry informed the Commission that the CALAFCO Conference will be held in Sacramento from October 30 through November 1 this year and asked who would be attending. Commissioners Rohan, Joiner, and Kahrl stated they were interested in attending.

Ms. Berry asked for a delegate to be appointed to vote at the annual CALAFCO meeting. Chairman Rohan will be the delegate and Ms. Berry will be the alternate.

12. Executive Officer Reports: No LAFCO hearing planned for September. Legislative Committee updates given. Proposal Status

13. Commissioner Reports: None

14. Adjournment: Chairman Rohan adjourned the hearing at 5:30 p.m.

Linda Wilkie, Commission Clerk
DATE: November 7, 2019

TO: Chair Rohan, Commissioners Alpine, Gore, Joiner, Kahrle, Patterson, Vice Chair Weygandt. Alternate Commissioners Alvord, Holmes, Lynch

FROM: Kris Berry, AICP, Executive Officer

SUBJECT: LAFCO Commission Alternate Public Member appointment

RECOMMENDATION

Appoint a new alternate public member to the Commission.

BACKGROUND

Pursuant to Section 56425(d) of the Cortese-Knox-Hertzberg Local Government Reorganization Act, the public member is appointed by vote of the other six members of the Commission. The person must receive the vote of at least one of the county representatives, one of the city representatives, and one of the special district representatives. The public member may not be an officer or employee of the County, or any city or district within Placer County. Aside from these requirements, the process for appointment is at the discretion of the Commission.

DISCUSSION

As the Commission is aware, Alternate Commissioner Jim Gray passed away unexpectedly in August, necessitating a recruitment for a new Alternate Commissioner. As required, notices for recruitment were advertised in all of the adjudicated Placer County newspapers, as well as direct mail to anyone who had requested an application. LAFCO received three applications, attached.

Paula Bertoncin
Pete Constant
Stan Nader
Name: **Paula Bexton**
Residence Address: 23880 FH Road, FH, 95631
Residence Telephone Number: 510-610-0474
E-Mail Address: 
Employer: 
Business Address: 
Business Telephone Number: 
I am applying for the position of Alternate Public Member

Please briefly describe your experience in local government and/or with local community organizations:

*Please reference attached.*

Please briefly describe your employment experience:

*Please reference attached.*
Please briefly describe your educational background:

Please reference attached.

On a separate page, explain why you are interested in serving on the Placer Local Agency Formation Commission, and how your appointment would be of benefit to the Commission and the community. Please do not exceed one page.

Signed: [Signature]  Dated: 10/8/2019

Applications must be received no later than 4:30 p.m. on October 14, 2019.

Thank you for your interest in the Placer Local Agency Formation Commission.
Paula Bertoncin
23880 Foresthill Road, Foresthill, California 95631
Phone 510.610.0414 / Email blackbearpauze@yahoo.com

Business professional with diversified skill set and over 10 years of insurance experience. Seeking position that will benefit from a customer service oriented individual able to prioritize projects, coordinate meetings, research & analyze data, and produce quality written materials.

Independent Contractor, Community Volunteer, News Writer
2013 to present
- Manage all aspects of internet sales with 100% customer satisfaction rating
- Community outreach volunteer; organized meetings to improve local services; authored materials resulting in special tax ballot passing in 2019
- Liaison with officials from Placer County on emerging concerns within the county
- Independent article writer and contributor to the local community newspaper and social media sites

Emergency Physicians Insurance Company Risk Retention Group, Inc. (EPIX)
Insurance Services Enterprise for Professional Liability & Services for Emergency Physician Medical Groups
1/2007 through 12/2012
Vice President, Operations & Administration and Corporate Secretary
- Managed Human Resources, Information Technology, Facilities, Contract Management, Regulatory Compliance
- Appointed as Chief Risk Officer for Enterprise Risk Management and Regulatory compliance
- Developed materials for Board of Governors and Advisory Committee meetings
- Oversaw marketing programs (web design; draft press releases & owner/broker communications)
- Led initiative for implementing electronic policy administration system
- Participated in developing strategic business plans and corporate objectives
- Interfaced with finance, claims and underwriting to streamline premium and broker commission
- Evaluated and implemented improvements by analyzing business processes, validating best practices, leading organizational change through coaching, technology implementations
- Identified operational risks and formalized alternative framework to achieve goals

Medamerica Mutual Risk Retention Group, Inc.
Insurance Services for Professional Liability and Services for Emergency Physician Medical Groups
Vice President, Board & Regulatory Affairs
1/2000 through 12/2006
- Managed Human Resources; converted payroll to web-based system; developed benefit program
- Implemented marketing branding methodology to support strategic planning initiatives
- Identified business processes to comply with regulatory compliance requirements; designed and implemented Corporate Compliance program and audits; obtained corporate insurance coverages realizing 30% expense reduction
- Developed and administered $2+ million budget and operational strategies in support of business and profit objectives; facilitated contracts and service partner relations; negotiated facility lease terms, design and relocation; created database for records retention program
- Prepared materials for Board of Directors & Committees; collaborated on policies, charters, articles; implemented electronic voting system; developed compliance program and corporate records.

Education
- Golden Gate University, San Francisco, CA / Bachelor of Science, Business Management
- Massachusetts Bay Community College, Wellesley, MA / Associates of Science, Business Education

References Available
Placer Local Agency Formation Commission
110 Maple Street, Auburn CA 95603
(530) 889-4097

PUBLIC MEMBER

Name: Pete Constant
Residence Address: 108 Saddle Rock Ct, Roseville, CA 95747
Residence Telephone Number: (408) 649-9500 cell
E-Mail Address: Pete@PeteConstant.com
Employer: Retirement Security Initiative
Business Address: 1430 Blue Oaks Blvd., Suite 230, Roseville, CA 95747
Business Telephone Number and Fax Number: (916) 680-9601

I am applying for the position of Public Member

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Please briefly describe your experience in local government and/or with local community organizations:

City of Roseville Board of Appeals, 2016-present, current Chair;
City of Roseville Charter Review Commission, 2019-present, current Vice Chair;
City of Roseville CPAC, 2017-2018, member;
Throwing Starfish Foundation, Executive Board Member, 2018-present;
Equable Institute, Executive Board Member, 2017-present;
Roseville Area Chamber of Commerce, Member, 2017-present;
Boy Scouts of America, Troop 1, Assistant Scout Master;
Fiddyment Farms Neighborhood Association, Vice President;
Leadership Roseville, Graduate Class of 2015;
Rotary Club of Roseville, Member, 2015-present;
Santa Clara County Local Agency Formation Commission (LAFCO), Board Chair, Commissioner, 2007 – 2014;
San Jose City Council, District 1 Councilmember, 2007 - 2014;
San Jose Redevelopment Agency, Board Member, 2007 - 2012;
Silicon Valley Regional Interoperability Authority (SVRI), Board Chair, Commissioner, 2010 - 2014;
Federated City Employees’ Retirement System, Trustee, 2011-2014;
San Jose Police and Fire Retirement Plan, Board Member, 2007 - 2014
League of California Cities Public Safety Policy Committee, Board Chair, Member, 2010 – 2014;

National League of Cities Public Safety and Crime Prevention Committee, Board Chair, Member, 2009 – 2014;
City of San José Appeals Hearing Board, Board Chair, Commissioner, 2001 – 2006;
Roseville Crime Stoppers, Board Member, 2015-2017;
Rotary Club of San José, Member, 2007-2015;
Rotary Club of San José North, Board Member, Secretary, 2002 – 2006;
Boy Scout Merit Badge Counselor, 2013-present;
American Police Hall of Fame, Member and Recipient of Legion of Honor Award;
American Leadership Forum of Silicon Valley, Senior Fellow;
Community Leadership San José -Silicon Valley, Graduate Class of 2003;
San José Convention & Visitors Bureau, Board Member, 2007 – 2012;
San José Sports Authority, Board Member, 2007 – 2012;
Salvation Army of Santa Clara County, Advisory Board Member, 2004 – 2006;
Silicon Valley Crime Stoppers, Board Member, 2003 – 2006;
Young Audiences of Northern California, Board Member, 2003 – 2005;
City of San José Strong Neighborhoods Initiative Project Advisory Committee, Elected Business Representative, 2000 – 2002;
Valley Transportation Authority Citizens Advisory Committee, City of San José Appointed Representative, 2000 – 2002; San Andreas Regional Center, Legislator of the Year, 2010;

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Placer Local Agency Formation Commission

PUBLIC MEMBER – STATEMENT OF INTEREST

Name: Pete Constant

I am a resident of Roseville that is deeply involved in our community. I am currently in leadership positions on two City of Roseville commissions, serve on the executive board of my neighborhood association, and am the CEO of a national nonprofit organization headquartered in Roseville.

My entire adult life has been dedicated to public service. I am a strategic leader and collaborator with a proven background in leadership, community service, and law enforcement. I have an exemplary record of working in government with the best interests of residents, businesses and employees in mind. As a solid problem solver, I have a keen ability to balance competing interests to ensure favorable results for all stakeholders. My experience includes working on public policy issues in complex government organizations and nonprofit agencies that require coordination of high-level, diverse interests. I am an effective collaborator that can effectively engage the community and staff, build consensus, channel information across public forums, and create paths to overcome barriers.

My direct experience in Local Agency Formation Commission issues comes from my eight years of service on Santa Clara County LAFCO, where I served as board chair for multiple years. During my tenure, Santa Clara County LAFCO created its Ag Mitigation Policy, oversaw the application of incorporation for San Martin, performed municipal service reviews, and conducted deep, technical financial reviews of a controversial healthcare district and a troubled veteran’s district. Both reviews led to significant policy and operational changes for the organizations.

Our board was recognized during my tenure twice as being the “Most Effective LAFCO” by CalLAFCO. Additionally, I have been a featured speaker a number of times at CalLAFCO Annual Conferences.

I hope that I am able to utilize my extensive knowledge and experience to become an effective alternate public member on the Placer County LAFCO.
Name: Stan Nader
Residence Address: 2513 Old Kenmare Rd. Lincoln, Ca. 95648
Residence Telephone Number: (916) 645-1149
E-Mail Address: stannader48@gmail.com
Employer: Retired
Business Address: 
Business Telephone Number: 
I am applying for the position of Alternate Public Member

Please briefly describe your experience in local government and/or with local community organizations:
I served eight years on the Western Placer Unified School District Board from 1978-86. I was then elected to the Lincoln City Council and served from 1986-94. I was elected in 2010 to serve a second term to the Lincoln City Council until 2018.

Please briefly describe your employment experience:
Farmer from 1971-93
Owned and managed Nader Hay & Feed 1986-96
Managed Compost operation for Nortech Waste 1996 - 2000
Owned and operated Black Earth Compost Company 2006-12
Retired 2012
Placer LAFCO Application/Alternate Public Member

I believe my twenty-three years of public service in local government has positioned me to be a valuable resource of knowledge in the important decision-making process required to effectively complete the work the Placer Local Agency Formation Commission. I served on the Commission from 1992-94 representing the Lincoln City Council. In 2014-16 I served as an Alternate on the Commission representing the Lincoln City Council and from 2016-18 served as a Board Member again representing Lincoln.

The decisions LAFCO makes have long term impact on the communities within Placer County and requires Board members who make thoughtful and pragmatic determinations. My work and a School Board member, City Council member, and LAFCO commissioner have demonstrated these important character traits.

I trust you will give my application serious consideration and I would be pleased represent the people of Placer County as their Alternate Public Member on the Commission.

Stan Nader
DATE: November 7, 2019

TO: Chair Rohan; Commissioners Alpine, Gore, Joiner, Kahl, Patterson, Weygandt. Alternate Commissioners Alvord, Holmes, Lynch

FROM: Kris Berry, AICP, Executive Officer

SUBJECT: Savig Service out of area request

RECOMMENDATION

1. Determine that the proposal is exempt from review under the California Environmental Quality Act pursuant to CEQA Guidelines section 15319 (annexation of Existing Facilities and Lots for Exempt Facilities) as it can be determined with certainty that there is no possibility that this activity may have a significant effect on the environment.

2. Adopt LAFCO Resolution 2019-7, attached as Exhibit 1, authorizing the South Placer Municipal Services District to provide sewer service to the Savig property for the residence on the property pursuant to the resolution attached as Exhibit “1.”

As a condition of approval, the property will be required to annex into the South Placer Municipal Services District at such time as feasible.

Summary:

This proposal would allow the extension of sewer services from the South Placer Municipal Utility District (SPMUD) to a residence owned by Samuel and Andrea Savig, located at 6117 Rockhurst Way, Granite Bay area. The existing residence, located on an approximately 1.2 acre parcel is currently served by a failing septic system. The Savig’s are planning to remodel the residence. The property owners, due to the fact that the property is not located within the South Placer Municipal Utility District, have requested an out of district extension of services from South Placer Municipal Utility District. An out of service extension is allowed (with Commission approval) by the Cortese-Knox-Hertzberg Act (§56133) if the property is within the Sphere of Influence of the district.
The property is not within, but immediately adjacent to the boundaries of the South Placer Municipal Utility District and is within the sphere of influence of the district. A SPMUD pipeline runs immediately adjacent to the property and is accessible at the Southeast corner of the property. Placer County (Health and Sanitation) Code requires connection of a residence to sewer if the property is within 300 feet of a sewer connection point of any boundary of the property. Thus, the Savig's are required to connect to the district and are requesting sewer service. The property is also within the territory of CSA SMD 2, but there are not facilities available to connect to.

Section 56133 of the Cortese-Knox-Hertzberg Government Reorganization Act of 2000 allows out of service extensions within the sphere of influences if;

(a) A city or district may provide new or extended services by contract or agreement outside its jurisdictional boundaries only if it first requests and receives written approval from the commission in the affected county.

(b) The commission may authorize a city or district to provide new or extended services outside its jurisdictional boundaries but within its sphere of influence in anticipation of a later change of organization.

The agreement between the SPMUD, the county, and the Savig's, approved December 12, 2018 is attached as Exhibit "2."

Environmental Analysis:

The proposed connection is Categorically Exempt from the California Environmental Quality Act pursuant to §15319 "(a) Annexations to a city or special district of areas containing existing public or private structures developed to the density allowed by the current zoning or pre-zoning of either the gaining or losing governmental agency whichever is more restrictive, provided, however, that the extension of utility services to the existing facilities would have a capacity to serve only the existing facilities." The subject parcel is designated by the Granite Bay Community Plan as Low Density Residential 0.9 – 2.3 Acre minimum and zoned RS-AG-B-40 (Single Family Residential, Agricultural and 40,000 square foot minimum.

Attachments:

Exhibit 1 Resolution of approval
Exhibit 2 South Placer MUD, County and Savig agreement
EXHIBIT 1
PLACER LOCAL AGENCY FORMATION COMMISSION
Resolution No. 2017-07
Out of Service Request for the Savig request for sewer service from the South Placer Municipal Services District

WHEREAS, Samuel and Andrea Savig has submitted an out-of-boundary service application to the South Placer Municipal Utility District requesting the Commission’s consideration of extension of services to the Savig property, located at 6117 Rockhurst Way, Granite Bay (APN 048-101-028-000 and);

WHEREAS, Government Code Section 56133 states that a district may provide new or extended services by contract or agreement outside its jurisdictional boundaries only if it first requests and receives written approval from the Local Agency Formation Commission in the affected county;

WHEREAS, Government Code Section 56133 further states that the Commission may authorize a city or district to provide new or extended services outside its jurisdictional boundaries but within its sphere of influence in anticipation of a later change of organization;

WHEREAS, the subject property is located outside the district boundaries of the South Placer Municipal Service District, but is located within the Sphere of Influence for the District. The subject parcel is immediately adjacent to a district sanitary pipeline;

WHEREAS, the subject property is currently developed with a Single Family Residence and their current method of disposal, Septic tank, is failing;

WHEREAS, Placer County On-Site Sewage Manual does not allow the use of Septic Tanks on property located within 300 feet of sewer connection point;

WHEREAS; the South Placer Municipal Services District has indicated that capacity is available to serve the parcel; and

WHEREAS; the South Placer Municipal Services District has an agreement in place with the Savig’s and Placer County for extension of service to said parcel; and

WHEREAS; the proposal is Exempt from CEQA pursuant to Section 15319 (a) which allows annexation in areas developed to the density allowed by the current zoning or pre-zoning of either the gaining or losing governmental agency whichever is more restrictive, provided, however, that the extension of utility services to the existing facilities would have a capacity to serve only the existing facilities. No additional residences would be allowed on subject property.
NOW, THEREFORE, BE IT RESOLVED that the Placer Local Agency Commission

1. Finds that the proposed extension of sewer service is consistent with the Commission’s adopted policies and California Government Code Section 56133.

2. Authorized South Placer Municipal Utility District (the District) to provide the requested sewer service to the subject parcel, subject to the following terms and conditions:

   A. This approval allows for the extension of sewer service to accommodate the connection of one existing single family residence and accessory structures.

   B. The District shall not allow additional sewer service connections to any other area not approved with this request.

   C. Prior to the provision of sewer services, the property owner shall submit a letter to LAFCO consenting to annex the property to South Placer Municipal Utility District if future annexation in the immediate area occurs.

   D. This approval is subject to the Agreement between South Placer Municipal Utility District, Placer County and Samuel and Andrea Savig.

Passed and adopted this 13th day of November, 2019, upon a vote of the members of the Placer Local Agency Formation Commission as follows:

Ayes:

Abstain:

Noes:

Absent:

Signed and approved after adoption:

________________________
Susan Rohan, Chair

Attest:

________________________
Kristina Berry, AICP, Executive Officer
OUT OF AREA SERVICE AGREEMENT

FOR THE PROVISION OF SEWER COLLECTION SERVICES AND TREATMENT

This Out of Area Service Agreement for the Provision of Sewer Collection Services and Treatment ("Agreement") is made and entered into to be effective as of the 12th day of December, 2018 (the "Effective Date") by and among the South Placer Municipal Utility District ("District"), a California Municipal Utility District, the County of Placer, a political subdivision of the State of California ("County") and Samuel and Andrea Savig ("Owner"). The District, County and Owner may sometimes be referred to individually as "Party" or collectively as "Parties" throughout this Agreement.

RECITALS

WHEREAS, Owner owns real property proposed to be provided sewer collection and treatment services, identified in the Official Records of the County of Placer at APN 048-101-028-000, commonly known as 6117 Rockhurst Way, Granite Bay, California (hereinafter the "Property"), located in the County of Placer as shown on Exhibit A.

WHEREAS, The Property is located outside the exterior boundaries of the South Placer Municipal Utility District (the "District") as shown on Exhibit A; and

WHEREAS, a single-family dwelling is currently located on the Property and is served by a septic system, which is failing and presents a hazard to public health and safety; and

WHEREAS, the Property is located within Placer County Sewer Maintenance District No. 2, but which presently lacks the facilities readily available to serve the Property, as the nearest facilities capable of serving the Property lie within the District boundaries; and

WHEREAS, the Parties desire for the County and the District to enter into this Agreement to provide sanitary sewer service to the Property; and

WHEREAS, Owner shall be required to pay, among other costs, all required sewer connection fees to the County in order to connect to the District’s sanitary sewer system; and

WHEREAS, Owner shall construct all improvements necessary to enable such sewer service to the Property; and

WHEREAS, Owner shall consent to the annexation of the Property to the District if and when such proceedings are initiated; and

WHEREAS, until such time as the Property is annexed into the District, the Parties hereto desire to enter into this Agreement pursuant to Section 56133 of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 et seq), which allows for provision of services outside of the District boundaries if said property is within the District’s sphere of influence, and the Property is within the District’s sphere of influence.
AGREEMENT

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

1. **Recitals**

   The Recitals herein are expressly made part of this Agreement.

2. **Sewer Service to the Property**

   2.1 **District Shall Provide Sewer Collection Service**

      The District shall provide sanitary sewer service to the Property pursuant to the plan for providing services as set forth in Exhibit B, attached hereto, which shall be constructed according to District specifications and subject to inspection and approval of the District. Wastewater from the Property shall be conveyed to a sewer lateral, where it will be conveyed by District facilities to the South Placer Wastewater Authority ("SPWA") for transmission, treatment and disposal. Owner shall convey to the District such easements as the District may require for the sewer system. Owner and its successors and assigns shall be obligated to pay to the County all costs associated with the operation and maintenance of the sewer lateral, including all costs of collection and treatment, and related District facilities until such time that the Property is annexed to the District, after which time the Property shall be subject to all District ordinances, rules, regulations and charges with regard to the collection, transmission and maintenance of the sewer system serving the Property.

      The Owner of the Property shall be responsible for the payment of the participation charge, connection fee and monthly service charges to the County upon connection. Owner consents to the annexation of the Property to the District.

      Said service is conditioned upon the payment by the Owner and its successors and assigns of all service charges and inspection fees established by the District and compliance by the Owner with all rules, regulations and procedures established by the District for the provision of sewer services to customers located within its boundaries, and all requirements for new service connections applicable to customers within the District’s boundaries. All fees, costs and expenses associated with the preparation, processing and approval of this Agreement by the District, County and the Placer County Local Agency Formation Commission ("LAFCO") shall be borne solely by the Owner.

   2.2 **Annexation**

      The District shall provide sanitary sewer service to the Property as if it was within the District’s boundaries. Owner shall also pay all annexation fees applicable to the Property in connection with the annexation of the Property to the District when such occurs.
2.3 Level of Service

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

2.4 System Maintenance

The District (by means of its contractors, agents or employees) shall own, operate, rehabilitate, replace and maintain the District sewer facilities located within its easement that service the Property, up to the property line clean out (PLCO) located at the limits of the easement once annexed to the District.

3. Term. This Agreement shall remain in full force and effect until the District has annexed the Property, provided that Owner (and/or its successors and assigns) pays the monthly sewer service charges required by the County to provide sewer service to the Property and any parcel thereon.

4. Termination. Should the Owner of the Property fail to pay the monthly service charges required by the County and/or the District, as applicable, to provide sewer service to such parcel, such unpaid charges shall constitute a lien on the Property and subject to enforcement as provided by law.

5. Recording; Binding on Successors and Assigns

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

6. Miscellaneous

6.1 Entire Agreement

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

6.2 Waiver

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

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

6.4 **Severability**

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

6.5 **Amendments**

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

6.6 **Governing Law**

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

7. **Legal Action**

In addition to any other rights and remedies, any party may institute legal action to cure, correct, or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. Nothing in this Section 7 is intended to, nor does it, limit the District’s, the County’s or Owner’s rights to equitable remedies as permitted by law.

8. **Authority to Execute Agreement**

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

9. **Consent**

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

10. **Interpretation of Agreement**

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

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

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

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

13. **Further Actions and Instruments**

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

14. **No Third Party Beneficiaries**

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

15. **Venue**

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

16. **Time is of the Essence**

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

17. **Notices**

All notices required or provided under this Agreement shall be in writing and shall be sent by (i) U.S. mail first class postage prepaid with return receipt requested, (ii) by overnight courier or hand delivery, or (iii) by facsimile with original forwarded by U.S. mail, addressed as follows, with any email copies provided to the email addresses below:
Notice to the District: South Placer Municipal Utility District  
Attention: General Manager  
5807 Springview Drive  
Rocklin, CA 95677  
Telephone: (916) 786-8555  
Facsimile: (916) 786-8553

Notice to County: County of Placer  
Department of Public Works and Facilities  
Attention: Environmental Engineering  
3091 County Center Drive  
Auburn, CA 95603  
Telephone: (530) 889-6846

Notice to Owner: Samuel and Andrea Savig  
6117 Rockhurst Way  
Granite Bay, CA 95746

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

"DISTRICT"

SIGNS

ATTEST: 

By:  
District Secretary

By:  
General Manager

APPROVED AS TO FORM:

By:  
District General Counsel

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ATTEST:

Megan Wood

APPROVED AS TO FORM:

By: County Counsel

COUNTY OF PLACER

By: 

Name: Rick Miller

"OWNER"

By: 

Name: Sue Sew
Its: Owner

By: Andrea L. Savin
Name: Andrea L. Savin
Its: Owner

Exhibits:
Exhibit A – Sewer Service APN: 048-101-028-000
Exhibit B – Plan for Providing Sewer Services to APN 048-101-028-000
APPROVED PURSUANT TO GOVERNMENT
CODE SECTION 56133

By: ____________________________
   Kristina Berry, Placer County LAFCO Executive Officer
EXHIBIT "A"

SEWER SERVICE
APN: 048-101-028-000
PLACER COUNTY, CALIFORNIA
6117 ROCKHURST WAY

Date: 11/28/2018
Author: Eric Nielsen
Document Path: \G:\spmud_gis\mxds\Eric2018-0530_6117 Rockhurst

0 100 200 300 Feet
1 in = 300 ft
Exhibit "B"

Plan for Providing Sewer Services to APN 048-101-028-000

Government Code Section 56653.

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

(1) An enumeration and description of the services to be extended to the affected territory.
   a. Sanitary Sewer Collection Service – collection of sewage from the building and transportation, via pipes, to the treatment facility.
   b. Sanitary Sewer Treatment Service (disposal) via the City of Roseville’s Dry Creek Waste Water Treatment Plant (WWTP).

(2) The level and range of those services.

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

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

The sewer utility is readily available for connection. The District owns and operates a 6-inch sewer pipe that is located in Rockhurst Way, which abuts the property being served (reference Exhibit A).

(4) An indication of any improvements or upgrading of structures, roads, sewer or water facilities, or other conditions that will be required as a result of the proposal.

In order to connect to the District’s facilities, the owner is required to construct, at his/her expense, the sewer facilities required to connect to sewer. All work shall be in accordance with the District’s Sewer Code and the District’s Standard Specifications.

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

Monthly service fees, collected from those connected to the sewer system, cover the cost of services provided. All applicable fees, including but not limited to, connection fees, inspection fees and Out of Area Service Agreement processing fees must be received by Placer County and the District prior to connection.
ACKNOWLEDGMENT

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

State of California  
County of  

On  December 28, 2018  before me,  Stacey Bloom Larick, Notary Public  

(insert name and title of the officer)

personally appeared  Sam and Andrea Sang  

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  
(Seal)