

AGENDA

BOARD OF DIRECTORS PLACER COUNTY WATER AGENCY

Thursday, April 4, 2024 2:00 PM, Regular Meeting

Placer County Water Agency Business Center
American River Room
144 Ferguson Road
Auburn, California

Members of the Board of Directors: ROBERT DUGAN, District 4 Chairman of the Board

GRAY ALLEN, Vice Chair, District 1 PRIMO SANTINI, District 2

MIKE LEE, District 3
JOSHUA ALPINE, District 5

A. CALL TO ORDER:

- 1. Roll Call
- 2. Pledge of Allegiance
- 3. Announcements, introductions and recognitions

B. **PUBLIC COMMENT:**

This is the time for any member of the public to address the Board of Directors on any matter not on the agenda that is within the subject matter jurisdiction of the Agency. Members of the public are requested to come to the podium and use the microphone. Comments shall be limited to five minutes per person, or such other time limit as may be imposed by the Chair, in order to enable the Board to complete its agenda within a reasonable period of time.

- C. REPORTS BY DEPARTMENT HEADS
- D. AGENDA CHANGES AND REVIEW
- E. CONSENT CALENDAR:

All items listed under the consent calendar are considered to be routine and may be approved by one motion.

Action:

1. Consider approving a late claim for Darin Reintjes for expenses dating back to January 2024 in the amount of \$133.64, pursuant to Chapter 3, Article 1, Section 3003, of the Agency's Personnel and Administrative Manual.

- 2. Consider the following for the Bickford Ranch Development Project:
 - a. Declaring the Acceptance of Real Property Associated with the Bickford Ranch Development Project exempt from the California Environmental Quality Act and authorizing the Clerk to the Board to file a Notice of Exemption; and
 - b. Approving the Acceptance of Real Property Associated with the Bickford Ranch Development Project.
- 3. Consider approving the March 7, 2024, Minutes.

Information, Receive and File:

4. Check Register 24-06 expenses disbursed.

F. AGREEMENTS AND CONTRACTS:

Items listed below include award of bid proposals, new contracts, sole source contracts and agreements, amendments to existing construction contracts and professional services agreements, and various change orders, and may be approved by one motion or some combination thereof.

Action:

- 1. Consider the following for the Mariah Apartments Water System Consolidation Project:
 - a. Approving the Consolidation Agreement between Placer County Water Agency and High Cotton Investments LLC for the Mariah Apartments Water System Consolidation; and
 - b. Adopting Resolution 24— Authorizing Staff to submit a Financial Assistance Agreement for the Mariah Apartments Water System Consolidation Project to the State Water Resources Control Board.
- 2. Consider the following for the Agreement Between William Jessup University and Placer County Water Agency for the Exchange of Real Property in Fee:
 - a. Declaring the project exempt from the California Environmental Quality Act and authorizing the Clerk to the Board to file a Notice of Exemption; and
 - b. Adopting Resolution 24— Authorizing and Approving an Agreement Between William Jessup University and Placer County Water Agency for the Exchange of Real Property in Fee.
- 3. Consider approving the following treated water service applications:
 - a. Facilities Agreement (FA) 2781, J & S Asphalt, Rocklin, 7.5 Units of Capacity (UOC);
 - b. FA 2782, J. D. Pasquetti Engineering Inc. Headquarters, Rocklin, 7.5 UOC;
 - c. FA 2843, Bickford Ranch Road Segment B, Placer County, 23.5 UOC; and
 - d. FA 2853, Bickford Ranch Village LDR-08A Phase 1, Placer County, 10.8 UOC.
- 4. Consider approving a competitive pricing exception for Hach Company instruments and equipment and purchase of Hach Company Chlorine Analyzers and Turbidimeter Automatic Cleaning Heads in an amount not to exceed \$152,800.

G. REMARKS/REPORTS BY DIRECTORS

In accordance with Government Code 54954.2(a), 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.

- H. REMARKS/REPORTS BY GENERAL COUNSEL
- I. REMARKS/REPORTS BY GENERAL MANAGER
- J. <u>CLOSED SESSION:</u>

1. **Conference with Legal Counsel - Existing Litigation -** Pursuant to subdivision (a), Section 54956.9 of the Government Code.

Name of case: K.P. Martin General Engineering, Inc. vs. Placer County Water Agency

Case No. S-CV-0048509

K. REPORT FROM CLOSED SESSION

L. ADJOURNMENT

THE NEXT RESOLUTION NUMBER IS 24-06.

The meeting room is accessible to persons with disabilities. If you are hearing impaired, we have listening devices available upon request. If you require additional disability-related modifications or accommodations, including auxiliary aids or services, please contact the Clerk of the Board at (530) 823-4860. All requests must be received by the Clerk no later than 12:00 PM on the Monday preceding the meeting to enable the Agency to make reasonable arrangements to ensure accessibility to this meeting. Requests received after that time will be accommodated only if time permits.

In accordance with Government Code Section 54954.2 this notice and agenda were posted on the Agency's website at www.pcwa.net/board-of-directors/meeting-agendas and on the Agency's outdoor bulletin board at the Placer County Water Agency Business Center at 144 Ferguson Road, Auburn, California, on or before March 29, 2024.

Any writing that is a public record under the Public Records Act that relates to an agenda item for an open session of the Board meeting that is distributed less than 72 hours prior to the meeting will be made available for public inspection at the time the writing is distributed to any Board members. Also, any such writing will be available for public inspection at the Agency's office located at 144 Ferguson Road, Auburn, California, during normal business hours. Contracts that are on the agenda are on file with the Clerk to the Board and available for review upon request.

Schedule of Upcoming Board Meetings

Thursday, April 18, 2024, 2:00 p.m. – Regular Board of Directors' meeting at Placer County Water Agency Business Center, 144 Ferguson Road, Auburn, California.

Thursday, May 2, 2024, 2:00 p.m. – Regular Board of Directors' meeting at Placer County Water Agency Business Center, 144 Ferguson Road, Auburn, California.



MEMORANDUM

TO: Board of Directors

FROM: Joseph H. Parker, CPA, Director of Financial Services

DATE: March 19, 2024

RE: Employee Reimbursement Claim

RECOMMENDATION:

Approve Darin Reintjes reimbursement claim for expenses dating back to January 2024 in the amount of \$133.64, pursuant to Chapter 3, Article 1, Section 3003, of the Agency's Personnel and Administrative Manual.

BACKGROUND:

Pursuant to Chapter 3, Article 1, Section 3003, of the Agency's Personnel and Administrative Manual, employee reimbursement claims submitted beyond 60 days of the date the business expense was incurred requires Board of Directors approval to reimburse the employee.



MEMORANDUM

TO: Board of Directors

FROM: Jeremy Shepard, Director of Technical Services

DATE: March 19, 2024

RE: Acceptance of Real Property Associated with the Bickford Ranch

Development Project

RECOMMENDATION:

For the Bickford Ranch Development Project:

- a. Declare the Acceptance of Real Property Associated with the Bickford Ranch Development Project exempt from the California Environmental Quality Act (CEQA) and authorize the Clerk to the Board to file a Notice of Exemption; and
- b. Accept Real Property Associated with the Bickford Ranch Development Project.

BACKGROUND:

Construction of the Bickford Ranch Development Project (Development) is underway, developing over 1,900 acres of land and consisting of approximately 1,900 lots. To serve the Development, the developer has entered into Facility Agreement 2669 (FA 2669) for the Bickford Ranch Water Tank No. 1 and Pump Station No. 1 Project (Project). This Project started construction in 2022 and is anticipated to be finalized and accepted by PCWA in April 2024. In accordance with FA 2669, prior to acceptance of the facilities, Bickford is required to convey the real property ("Property") upon which Bickford's water tank is located at no cost to PCWA.

DISCUSSION:

The Property is located in the unincorporated area of Lincoln, California, and is further identified as Placer County Assessor Parcel Number 340-014-001. The Property being considered for acceptance is approximately 3.04 acres and contains a 1.4 million-gallon treated water storage tank and a pump station for providing water

to the Development.

Construction completion and the exact date of the transfer of the Property from Bickford to PCWA is expected to occur in April, 2024. Once the Property is transferred, and all FA 2669 terms and conditions have been met, the Project's facilities will be accepted by PCWA. The Clerk to the Board, as authorized by PCWA Resolution No. 00-60, will attach a Certificate of Acceptance to the Property's Grant Deed after it has been delivered to PCWA for recording.

FISCAL IMPACT:

The Property being considered for acceptance will be conveyed to PCWA at no cost, in accordance with the terms of FA 2669. Therefore, there is no fiscal impact.

ENVIRONMENTAL ASSESSMENT:

The proposed Acceptance of Real Property Associated with the Bickford Ranch Development Project has been reviewed and is covered by the common sense exemption, Section 15061(b)(3) of the CEQA Guidelines, that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The Notice of Exemption form has been prepared for filing.





MEMORANDUM

TO: Board of Directors

FROM: Lori Young, Clerk to the Board

DATE: March 22, 2024

RE: March 7, 2024, Minutes

RECOMMENDATION:

Approve the March 7, 2024, Minutes.

ATTACHMENTS:

Description Upload Date Type
March 7, 2024, Minutes 3/26/2024 Minutes

M I N U T E S BOARD OF DIRECTORS PLACER COUNTY WATER AGENCY

Thursday, March 7, 2024 2:00 p.m. Regular Meeting

<u>Agency Personnel Present Who Spoke</u>: ANDY FECKO, General Manager; DAN KELLY, General Counsel; LORI YOUNG, Clerk to the Board; JILL HOWES, Deputy Director of Customer Services; DAVID RUSSELL, Director of Information Technologies; JEREMY SHEPARD, Director of Technical Services

A. CALL TO ORDER:

Chair Dugan called the regular meeting of the Placer County Water Agency Board of Directors to order at 2:00 p.m. in the American River Room, Placer County Water Agency Business Center, 144 Ferguson Road, Auburn, California.

1. Roll Call

The Clerk to the Board called roll.

Present: Vice-Chair GRAHAM "GRAY" ALLEN, JOSHUA ALPINE, Chair ROBERT DUGAN, and

PRIMO SANTINI, III

Absent: MICHAEL "MIKE" Lee

2. Pledge of Allegiance

General Counsel led the Pledge of Allegiance.

3. Announcements, introductions, and recognitions

There were none.

B. **PUBLIC COMMENT**:

The Chair invited the public to comment. There were no comments.

C. <u>REPORTS BY DEPARTMENT HEADS</u>

Director of Technical Services reported on a letter received from the Alpine Meadows Property Owners Association regarding an offer of purchase they have received for their water system and inviting PCWA to also submit an offer (handout provided).

D. <u>AGENDA CHANGES AND REVIEW:</u>

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There were no changes.

E. CONSENT CALENDAR:

Action:

- 1. Consider adopting Resolution No. 24-03 authorizing staff to submit a financial assistance agreement for the Shady Glen Community Water System Consolidation Project from the State Water Resources Control Board.
- 2. Consider approving the February 1 and 15, 2024, Minutes.

Information, Receive and File:

3. Check Register 24-04 expenses disbursed.

There was no public comment.

Motion by Director Alpine approving Consent Calendar items 1, 2, and 3; motion seconded by Director Allen. Roll call vote: Director Allen AYE, Director Alpine AYE, Director Lee ABSENT, Director Santini AYE, and Chair Dugan AYE. The motion passed.

F. AGREEMENTS AND CONTRACTS:

Action:

- Consider authorizing mobile crane services from Maxim Crane Works, L.P. in an amount not to exceed \$107,559 for the Interbay Dam Outlet Works Upgrade Project.
- 2. For activities associated with the Middle Fork American River Project for 2024, consider:
 - a. Approving funding to U.S. Forest Service for Recreation Management Services in an amount of \$391,811.58;
 - b. Approving funding to U.S. Forest Service for Heavy Maintenance Services in an amount of \$115,957.51; and
 - c. Approving a Collection Agreement (24-CO-11051700-008) with the U.S. Forest Service for Technical Services in an amount not to exceed \$23,000.
- Consider authorizing the Clerk to the Board to file a Notice of Completion for the Monte Vista Water Treatment Plant Filter Addition and Improvements project, Construction Contract No. 2021-01, with BWD Construction, Inc. dba BWD General Engineering Contractors.

- 4. Consider the following for the Weimar Water Treatment Plant Safety Improvements Phase 1 project:
 - a. Declare the project exempt from the California Environmental Quality Act and authorize the Clerk to the Board to file a Notice of Exemption with the County; and
 - b. Award Construction Contract No. 2024-03 to BWD Construction, Inc. dba BWD General Engineering Contractors in the amount of \$402,000.
- 5. Consider approving the following treated water service applications:
 - a. Facilities Agreement (FA) 2707 Revision No. 1, Auburn Creekside Phase 1, Placer County, 20.0 Units of Capacity (UOC);
 - b. FA 2771 Amendment No. 1, 3151 & 3157 Rippey Road, Loomis, -10.0 UOC;
 - c. FA 2775 Revision No. 1, Lyon Oil Stop, Rocklin, 2.0 UOC; and
 - d. FA 2848, 3830 Prosperity Drive, Placer County, 2.0 UOC.
- 6. Consider the following for the Applegate Tank Rehabilitation Project:
 - Declare the project exempt from the California Environmental Quality Act and authorize the Clerk to the Board to file a Notice of Exemption with the County; and
 - b. Approve a General Services Agreement with ERS Industrial Services, Inc. in an amount not to exceed \$248,960 for the Applegate Tank Lining Repair.
- 7. Consider approving General Services Agreement No. FS-2460354 with S&G Carpet and More in an amount not to exceed \$100,000 for Carpet Maintenance for the Agency Business Center.

Information, Receive and File:

8. Progress Pay Estimate and Non-discretionary Contract Change Order Summary for the period December 23, 2023, through February 25, 2024.

There was no public comment.

Motion by Director Santini approving Agreement and Contract items 1, 2, 3, 4, 5, 6, 7, and 8; motion seconded by Director Alpine and adopted by unanimous vote of Directors present.

G. WATER:

1. Receive a report on the Enterprise Resource Planning (ERP) Project.

(PowerPoint presentation provided)

Director of Information Technologies provided an update on the ERP Project explaining the application life cycle, project timeline, Customer Information System accomplishments and next steps, and customer notification cadence.

Deputy Director of Customer Services demonstrated the new customer portal.

There was no public comment.

H. ADMINISTRATION:

1. Consider Resolution 24-04 Providing for Modifications to the 2024 Board Meeting Schedule.

General Manager provided an explanation for the need to move the dates and/or times of specified Board meetings.

There was no public comment.

Motion by Director Allen approving item H.1; motion seconded by Director Santini. Roll call vote: Director Allen AYE, Director Alpine AYE, Director Lee ABSENT, Director Santini AYE, and Chair Dugan AYE. The motion passed.

I. REPORTS BY DIRECTORS:

Director Allen reported on the Sites Reservoir Committee/Authority Board meeting he attended.

Director Alpine reported on the following conferences/meetings he attended: 1) the Association of California Water Agencies DC2024 Conference, 2) the American Public Power Association's Legislative Rally, and 3) this morning's Colfax Chamber of Commerce Coffee and Conversation.

Director Santini reported on the PCWA-City of Roseville Water Committee meeting he attended.

Chair Dugan reported on the upcoming Sacramento Metropolitan Chamber of Commerce's Capitol-to-Capitol program and Northern California Water Association's (NCWA) Annual meeting that he will be attending.

J. REPORTS BY GENERAL COUNSEL:

No report received.

K. <u>REPORTS BY GENERAL MANAGER:</u>

General Manager:

- 1) reported Edward Horton is the 2024 recipient of NCWA's Will S. Green award,
- 2) noted the 2023 Year End Report and 2024 Strategic Plan will be on the March 21st agenda, and

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3) expressed his appreciation to the Field staff for their efforts in repairing the Kingston flume that was damaged by a fallen tree (photo shared).

L. <u>ADJOURNMENT</u>:

At 2:54 p.m. Director Santini made a motion to adjourn; motion seconded by Director Alpine and adopted by unanimous vote of Directors present.

ATTEST:

Lori Young, Clerk to the Board Placer County Water Agency



MEMORANDUM

TO: Board of Directors

FROM: Joseph H. Parker, CPA, Director of Financial Services

DATE: March 21, 2024

RE: Board Check Register 24-06

RECOMMENDATION:

Check Register 24-06 expenses disbursed, receive and file.

ATTACHMENTS:

Description Upload Date Type

Board Check Register 24-06 3/21/2024 Backup Material

PLACER COUNTY WATER AGENCY BOARD MEETING DATE 4/04/2024 SUMMARY

OF

CHECK REGISTER #24-06

FOR THE PERIOD OF

3/09/2024 - 3/22/2024

AGENCY WIDE \$150,930.70

POWER SYSTEMS 678,190.00

WATER SYSTEMS 1,864,868.46

GRAND TOTAL \$2,693,989.16

U.S. BANK	DEBT SERVICE	626,152.85
PUBLIC EMPLOYEES RETIREMENT SYSTEM	PAYROLL SUMMARY	185,982.54
PLACER COUNTY	PAYMENT PER MOA	177,478.25
FEDERAL ENERGY REGULATORY COMM	FERC ANNUAL CHARGES	136,542.08
CLARKE & RUSH MECHANICAL, INC	MAINTENANCE EXPENSE	114,823.75
BLACK & VEATCH CORPORATION	PROFESSIONAL SERVICES	109,127.09
GANNETT FLEMING, INC.	PROFESSIONAL SERVICES	103,862.44
PARSONS TRANSPORTATION GROUP INC.	PROFESSIONAL SERVICES	92,790.06
PLACER COUNTY	SNC GRANT REIMB #3	81,451.80
STANTEC CONSULTING SERVICES, INC	PROFESSIONAL SERVICES	61,839.50
ESRI, INC	SUBSCRIPTION EXPENSE	59,200.00
RYAN PROCESS,INC	MAINTENANCE EXPENSE	58,939.38
PG&E	WATER PURCHASE	57,547.83
SACRAMENTO PRESTIGE GUNITE LLC	GUNITE	54,473.10
WESTERN AREA POWER ADMIN	WHOLESALE POWER	52,590.52
SACRAMENTO PRESTIGE GUNITE LLC	GUNITE	49,816.47
EYEP-SOLUTIONS INC	RETENTION RELEASE 16013W	48,265.15
PG&E	WATER PURCHASE	39,645.74
PSOMAS	PROFESSIONAL SERVICES	29,877.84
SPRYPOINT SERVICES, INC.	SOFTWARE EXPENSE	23,831.25
STANTEC CONSULTING SERVICES, INC	PROFESSIONAL SERVICES	20,229.50
ING CAL PERS PLAN 457	PAYROLL SUMMARY	18,589.36
NEVADA IRRIGATION DISTRICT	WATER PURCHASE	18,356.68
PETERSON BRUSTAD, INC	PROFESSIONAL SERVICES	17,467.50
BENEFIT COORDINATORS CORPORATION	PAYROLL SUMMARY	17,369.05
GHD INC.	PROFESSIONAL SERVICES	14,238.00
AMERICAN LEADERSHIP FORUM	TRAINING EXPENSE	13,500.00
HUNT & SONS LLC	FUEL EXPENSE	13,062.95
EMPOWER RETIREMENT, LLC	PAYROLL SUMMARY	12,945.22
REXEL USA, INC.	SUPPLIES EXPENSE	12,758.70
UNIVAR SOLUTIONS USA, INC	CHEMICAL EXPENSE	11,694.74
MALLORY SAFETY AND SUPPLY	SUPPLIES EXPENSE	10,687.03

AT&T	UTILITY EXPENSE	10,036.28
STILES TRUCK BODY & EQUIPMENT	VEHICLE MAINTENANCE	10,005.35
WATER WORKS ENGINEERS, LLC.	PROFESSIONAL SERVICES	9,985.00
QUALITY METAL FABRICATION, LLC	SUPPLIES EXPENSE	9,942.83
G3 ENGINEERING, INC	SUPPLIES EXPENSE	9,908.89
FERGUSON ENTERPRISES, INC.	SUPPLIES EXPENSE	9,590.28
MADDAUS WATER MANAGEMENT INC.	PROFESSIONAL SERVICES	9,480.00
BLACK & VEATCH CORPORATION	PROFESSIONAL SERVICES	9,300.00
CDW GOVERNMENT INC.	SUPPLIES EXPENSE	8,296.77
AT&T	UTILITY EXPENSE	8,144.39
HUNT & SONS LLC	FUEL EXPENSE	7,838.00
ICF JONES & STOKES ASSOCIATES	PROFESSIONAL SERVICES	7,610.00
CINTAS CORPORATION	UNIFORM EXPENSE	7,191.26
TRIHYDRO CORPORATION	PROFESSIONAL SERVICES	7,067.75
OLIN CORP SOLE MEMBER PIONEER AMER	CHEMICAL EXPENSE	6,930.77
LOCAL 39 STATIONARY ENGINEERS	PAYROLL SUMMARY	5,978.66
JAMES L HARRIS PAINTING, INC.	MAINTENANCE EXPENSE	5,861.00
AUBURN FORD	VEHICLE MAINTENANCE	5,834.88
THATCHER COMPANY OF CALIFORNIA, INC	CHEMICAL EXPENSE	5,807.03
KAMPS PROPANE INC	PROPANE EXPENSE	5,586.24
HDR ENGINEERING INC	PROFESSIONAL SERVICES	5,576.64
AT&T	UTILITY EXPENSE	5,456.80
EDWARD HORTON	PROFESSIONAL SERVICES	5,357.31
FORTRA, LLC	SOFTWARE EXPENSE	5,327.31
CITY OF SACRAMENTO	COST SHARE AGREEMENT	5,320.25
NORTHWEST HYDRAULIC CONSULT	PROFESSIONAL SERVICES	5,207.50
BADGER METER INC	SUPPLIES EXPENSE	5,048.13
B & B HIGH VOLTAGE LLC	RETENTION RELEASE 22034P	4,556.28
RT BUILDERS LLC	WF FINAL REFUND	4,348.83
ELDON A. COTTON	PROFESSIONAL SERVICES	4,200.00
STERLING WATER TECHNOLOGIES	CHEMICAL EXPENSE	3,851.96
EPLUS TECHNOLOGY, INC.	SOFTWARE EXPENSE	3,837.55

REINTJES, DARIN	EXPENSE REIMBURSEMENT	3,831.41
SYBLON-REID COMPANY	RETENTION RELEASE 22034P	3,807.85
SIERRA OFFICE SYSTEMS AND PRODUCTS	PRINTING EXPENSE	3,807.45
DAVENPORT, JEFF	FA PRELIM REFUND	3,751.20
HAZEN AND SAWYER, D.P.C.	PROFESSIONAL SERVICES	3,660.00
ROUND TABLE GROUP	LEGAL SERVICES	3,397.50
NORCAL PIPELINE SERVICES	MAINTENANCE EXPENSE	3,283.20
ROBERTS, JAMES & RHONDA	WF FINAL REFUND	3,254.81
CITY OF ROCKLIN	ENCROACHMENT PERMITS	3,090.00
GRAINGER	SUPPLIES EXPENSE	3,069.62
GRAINGER	SUPPLIES EXPENSE	2,843.40
AUBURN TIRE	VEHICLE MAINTENANCE	2,615.05
BIG BRAND TIRE & SERVICE	VEHICLE MAINTENANCE	2,601.99
PG&E	UTILITY EXPENSE	2,561.39
BICKFORD IMPROVEMENT CO LLC	WF FINAL REFUND	2,555.97
JANI-KING OF CALIFORNIA, INC	JANITORIAL SERVICE	2,529.77
CITY OF ROSEVILLE	COST SHARE STRATEGIC COMMUNICATIONS	2,500.00
STATEWIDE TRAFFIC SAFETY	PROFESSIONAL SERVICES	2,200.00
UNIVAR SOLUTIONS USA, INC	CHEMICAL EXPENSE	2,142.86
AMAZON CAPITAL SERVICES, INC.	SUPPLIES EXPENSE	2,067.66
VERIZON WIRELESS	UTILITY EXPENSE	2,011.10
HILLS FLAT LUMBER COMPANY	SUPPLIES EXPENSE	1,826.72
CHANG, LANCE	EXPENSE REIMBURSEMENT	1,782.72
INLAND BUSINESS MACHINES	MAINTENANCE AGREEMENT	1,777.97
ODP BUSINESS SOLUTIONS, LLC	SUPPLIES EXPENSE	1,743.16
ROOKER'S COLLISION CENTER	VEHICLE MAINTENANCE	1,719.79
HARRIS TRUCKING INCORPORATED	ROAD BASE	1,688.19
WAVEDIVISION HOLDINGS LLC	UTILITY EXPENSE	1,659.95
LANDMARK ENVIRONMENTAL, INC	PROFESSIONAL SERVICES	1,587.50
ZEP MFG. CO.	VEHICLE MAINTENANCE	1,574.20
CONTINENTAL BATTERY SYSTEMS	SUPPLIES EXPENSE	1,534.72
LIFE IS GOOD RENTALS	RENTAL EXPENSE	1,505.00

AMAZON CAPITAL SERVICES, INC.	SUPPLIES EXPENSE	1,496.88
MASON BRUCE & GIRARD, INC.	PROFESSIONAL SERVICES	1,491.75
AUBURN TIRE	VEHICLE MAINTENANCE	1,337.78
TREASUERER - TAX COLLECTOR	PROPERTY TAX 2022-2023	1,323.52
CALIFORNIA STATE DISBURSEMENT UNIT	PAYROLL SUMMARY	1,292.30
ARC DOCUMENT SOLUTIONS, LLC	PRINTING EXPENSE	1,230.39
FLO-LINE TECHNOLOGY, INC.	SUPPLIES EXPENSE	1,207.09
FERGUSON ENTERPRISES, INC.	SUPPLIES EXPENSE	1,175.94
FASTENAL COMPANY	SUPPLIES EXPENSE	1,064.02
POWERPLAN	VEHICLE MAINTENANCE	1,054.52
SAC ICE	MAINTENANCE EXPENSE	1,042.62
AUBURN FORD	VEHICLE MAINTENANCE	1,036.67
HACH COMPANY	SUPPLIES EXPENSE	1,023.65
PAMELA ALDRICH TRUST	LAND RIGHTS	1,000.00
SIERRA NEVADA ALLIANCE	SPONSORSHIP EXPENSE	1,000.00
DE LAGE LANDEN FINANCIAL SRV	COPIER LEASE	952.21
FASTENAL COMPANY	SUPPLIES EXPENSE	951.89
RODARTE, LAURA	EXPENSE REIMBURSEMENT	942.21
MC MASTER-CARR SUPPLY COMPANY	SUPPLIES EXPENSE	940.95
UNITED RENTALS, INC.	RENTAL EXPENSE	924.65
HYDROS ENGINEERING, INC.	PROFESSIONAL SERVICES	905.57
GRID SUBJECT MATTER EXPERTS	PROFESSIONAL SERVICES	878.75
CAPITAL RUBBER COMPANY, LTD.	SUPPLIES EXPENSE	873.87
FLOMOTION SYSTEMS	SUPPLIES EXPENSE	854.00
MOTION INDUSTRIES	SUPPLIES EXPENSE	847.18
WALKERS OFFICE SUPPLY	SUPPLIES EXPENSE	779.60
HD SUPPLY FACILITIES MAINT	SUPPLIES EXPENSE	770.06
CONTRACTOR COMPLIANCE & MONITORING	PROFESSIONAL SERVICES	750.00
KIMBALL MIDWEST	SUPPLIES EXPENSE	710.81
ARC DOCUMENT SOLUTIONS, LLC	PRINTING EXPENSE	702.32
SUPERIOR EQUIPMENT REPAIR, INC.	VEHICLE MAINTENANCE	680.83
XEROX FINANCIAL SERVICES LLC	COPIER LEASE	662.24

CONSTRUCTION TESTING SERVICES, INC	PROFESSIONAL SERVICES	660.00
OTIS ELEVATOR COMPANY	MAINTENANCE EXPENSE	656.05
BULAND, KIRSTY	EDUCATION ASSISTANCE	554.00
SIERRA SAW	SUPPLIES EXPENSE	518.78
WHOLESALE TRAILER SUPPLY	VEHICLE MAINTENANCE	513.09
AT&T MOBILITY	UTILITY EXPENSE	508.61
MOUNTAIN COUNTIES WATER RESOURCE AS	SPONSORSHIP EXPENSE	500.00
GOLD MOUNTAIN CALIFORNIA NEWS MEDIA	ADVERTISING EXPENSE	500.00
VALLEY VISION	SPONSORSHIP EXPENSE	500.00
RAFTELIS FINANCIAL CONSULTANTS INC	PROFESSIONAL SERVICES	483.75
ANDERSON'S SIERRA PIPE CO.	SUPPLIES EXPENSE	453.54
OREILLY AUTOMOTIVE STORES	VEHICLE MAINTENANCE	445.74
HUNT AND SONS, INC	FUEL EXPENSE	444.21
HACH COMPANY	SUPPLIES EXPENSE	440.11
ANDERSON'S SIERRA PIPE CO.	SUPPLIES EXPENSE	435.17
NORTH VALLEY DISTRIBUTING	SUPPLIES EXPENSE	412.91
AUBURN ACE HARDWARE	SUPPLIES EXPENSE	396.12
PREMIER TRAINING NETWORK	TRAINING EXPENSE	395.00
VALLEY IRON, INC.	SUPPLIES EXPENSE	388.51
FORESTHILL GARAGE, INC	VEHICLE MAINTENANCE	377.70
WESTERN PLACER WASTE MGMT AUTH	UTILITY EXPENSE	368.29
GOLDEN 1 CREDIT UNION	PAYROLL SUMMARY	366.06
OREILLY AUTOMOTIVE STORES	VEHICLE MAINTENANCE	357.85
THE PERMANENTE MEDICAL GROUP	MEDICAL SERVICES	345.00
WIENHOFF DRUG TESTING INC.	MEDICAL SERVICES	320.00
SCOTT TECHNOLOGY GROUP SACRAMENTO	MAINTENANCE AGREEMENT	317.91
HOME DEPOT USA, INC.	SUPPLIES EXPENSE	315.49
AT&T INTERNET SERVICES	UTILITY EXPENSE	309.01
ATLAS COPCO COMPRESSORS LLC	SUPPLIES EXPENSE	303.64
CONFIDENTIAL DOCUMENT CONTROL	RECORDS DESTRUCTION	300.00
AUBURN CHAMBER OF COMMERCE	MEMBERSHIP EXPENSE	275.00
LAND AIR SEA SYSTEMS, INC.	SUBSCRIPTION EXPENSE	269.50

MEMBERSHIP EXPENSE	250.00
SUPPLIES EXPENSE	225.27
COPIER LEASE	216.32
MAINTENANCE AGREEMENT	211.59
INSURANCE PREMIUM	183.00
VEHICLE MAINTENANCE	179.62
SUPPLIES EXPENSE	164.09
CREDIT BALANCE REFUND	161.33
EXPENSE REIMBURSEMENT	155.98
MAINTENANCE AGREEMENT	155.90
EXPENSE REIMBURSEMENT	151.38
EXPENSE REIMBURSEMENT	140.00
UNIFORM EXPENSE	114.30
SHIPPING EXPENSE	105.91
EXPENSE REIMBURSEMENT	105.00
UTILITY EXPENSE	104.98
SUPPLIES EXPENSE	101.89
CREDIT BALANCE REFUND	96.96
WATER SERVICE	93.50
CREDIT BALANCE REFUND	90.59
SUPPLIES EXPENSE	88.76
CREDIT BALANCE REFUND	88.74
SUPPLIES EXPENSE	76.66
SHIPPING EXPENSE	73.02
CREDIT BALANCE REFUND	72.87
CREDIT BALANCE REFUND	72.80
LICENSE EXPENSE	70.00
CREDIT BALANCE REFUND	69.73
SUPPLIES EXPENSE	68.36
PRINTING EXPENSE	68.12
CREDIT BALANCE REFUND	62.18
CREDIT BALANCE REFUND	62.03
	SUPPLIES EXPENSE COPIER LEASE MAINTENANCE AGREEMENT INSURANCE PREMIUM VEHICLE MAINTENANCE SUPPLIES EXPENSE CREDIT BALANCE REFUND EXPENSE REIMBURSEMENT MAINTENANCE AGREEMENT EXPENSE REIMBURSEMENT EXPENSE REIMBURSEMENT UNIFORM EXPENSE SHIPPING EXPENSE EXPENSE REIMBURSEMENT UTILITY EXPENSE SUPPLIES EXPENSE CREDIT BALANCE REFUND WATER SERVICE CREDIT BALANCE REFUND SUPPLIES EXPENSE CREDIT BALANCE REFUND SUPPLIES EXPENSE CREDIT BALANCE REFUND CREDIT BALANCE REFUND CREDIT BALANCE REFUND SUPPLIES EXPENSE CREDIT BALANCE REFUND LICENSE EXPENSE CREDIT BALANCE REFUND SUPPLIES EXPENSE PRINTING EXPENSE

FEDERAL EXPRESS CORP.	SHIPPING EXPENSE	61.95
MC MASTER-CARR SUPPLY COMPANY	SUPPLIES EXPENSE	56.14
TOWNES, LINDA	CREDIT BALANCE REFUND	55.00
EDGES ELECTRICAL GROUP	SUPPLIES EXPENSE	54.50
ELLIOTT, RUSSELL	CREDIT BALANCE REFUND	53.27
RALEY'S DRUG	SUPPLIES EXPENSE	50.93
LOUGHLEAN, EDWIN BARRY	CREDIT BALANCE REFUND	50.46
PLACER COUNTY CLERK/RECORDER/ELECT	FILING FEES	50.00
MILLER, INESSA	CREDIT BALANCE REFUND	46.14
VARGAS, ELIZABETH & CARLOS	CREDIT BALANCE REFUND	42.66
BLOXHAM, DEANNA	CREDIT BALANCE REFUND	42.60
HUZOVATYY, OLEKSANDR	CREDIT BALANCE REFUND	40.48
GRANT PLUMBING & HARDWARE CO.	SUPPLIES EXPENSE	39.45
RUTHERFORD, ELIZABETH	CREDIT BALANCE REFUND	39.22
FISKE, JERAD	CREDIT BALANCE REFUND	36.91
CDW GOVERNMENT INC.	SUPPLIES EXPENSE	36.34
GARLAND, JOANNE	CREDIT BALANCE REFUND	36.10
NORTH VALLEY DISTRIBUTING	SUPPLIES EXPENSE	35.71
CAPITAL RUBBER COMPANY, LTD.	SUPPLIES EXPENSE	30.89
PLACER FARM SUPPLY	SUPPLIES EXPENSE	30.87
CHADHA, ATUL	CREDIT BALANCE REFUND	30.61
AT&T	UTILITY EXPENSE	30.35
NAPA AUTO PARTS	VEHICLE MAINTENANCE	29.59
CAMPBELL, JAMES M A	CREDIT BALANCE REFUND	26.88
ODP BUSINESS SOLUTIONS, LLC	SUPPLIES EXPENSE	26.28
ZACARIAS, ALEXIS	CREDIT BALANCE REFUND	21.16
GENTRY, RUSSELL AND WENDY	CREDIT BALANCE REFUND	20.10
DUARTE, RICHARD V	CREDIT BALANCE REFUND	17.55
SHAFER, CHRISTINE	CREDIT BALANCE REFUND	15.55
BICKNER, MARIN	CREDIT BALANCE REFUND	15.55
CHANG, JENNIFER	CREDIT BALANCE REFUND	13.47
KELLY, HEIDI	CREDIT BALANCE REFUND	8.43

The Board of Directors of Placer County Water Agency as of this date, 4/04/2024, does hereby receive and file check register listing for the period from 3/09/2024 to 3/22/2024 in the amount of \$2,693,989.16.

JOHNSTON, JAMES B	CREDIT BALANCE REFUND	8.26
TRAPP, LAUREN	CREDIT BALANCE REFUND	6.82
AT&T	UTILITY EXPENSE	4.43
MCCALLUM, FELICE	CREDIT BALANCE REFUND	3.07
SLUSHER, ANDREA	CREDIT BALANCE REFUND	2.79

CHECK REGISTER TOTAL

\$2,693,989.16



MEMORANDUM

TO: Board of Directors

FROM: Jeremy Shepard, Director of Technical Services

Joseph H. Parker, CPA, Director of Financial Services

DATE: March 13, 2024

RE: Mariah Apartments Water System Consolidation Project

RECOMMENDATION:

For the Mariah Apartments Water System Consolidation Project:

- a. Approve the Consolidation Agreement between Placer County Water Agency and High Cotton Investments LLC for the Mariah Apartments Water System Consolidation; and
- b. Adopt Resolution 24-___ Authorizing Staff to submit a Financial Assistance Agreement for the Mariah Apartments Water System Consolidation Project to the State Water Resources Control Board.

BACKGROUND:

The Mariah Apartments Water System (Permit No. CA3100061) relies on a single groundwater well to serve potable water to 28 connections and a population of 52 persons within Sierra Meadows Apartments (now Mariah Apartments) in Loomis, California. Mariah Apartments Water System includes a 450-foot-deep well (drilled in 1983 and produces 12 gallons per minute), a 10,000-gallon steel tank located onsite, three (3) pressure tanks, meter, a booster pump, and water distribution piping.

The Mariah Apartments Water System is considered severely disadvantaged by the State Water Resources Control Board (SWRCB) and does not have an alternative source of water for redundancy and emergency purposes. It also frequently experiences disruptions in the distribution system; however, it currently has no violations, compliance orders, or known contaminants. The current owners of Mariah Apartments Water System, High Cotton Investments LLC (High Cotton), would like

to consolidate with the Agency's Foothill Water System (Permit No. CA3110025) and have received a SWRCB Urgent Drinking Water Fund Program grant to replace their private-side distribution system in preparation for consolidation with the Agency.

The Mariah Apartments Water System Consolidation Project (Project) will include installation of a 2-inch master meter and service connection to the Agency's 12-inch treated water pipeline by the Agency's Field Services crews. Prior to final completion of the Project, High Cotton will permanently sever the groundwater well connection to Mariah Apartments Water System and have it inspected by Agency and Placer County Health staff knowledgeable in cross connection inspection. Upon physical consolidation, Mariah Apartments' existing water supply permit will be surrendered, and they will be served potable water solely by the Agency.

DISCUSSION:

In October 2022, the Agency applied for SWRCB's Urgent Drinking Water Fund Program for grant funding for the total Project cost of \$338,792 (including \$255,416 for water connection charges and water meter installation charges). In February 2024, the SWRCB's Division of Financial Assistance Deputy Director approved \$338,792 to the Agency for the consolidation of Mariah Apartments Water System. To execute the financial assistance agreement with the SWRCB, a Consolidation Agreement (Agreement) with High Cotton and an authorizing representative resolution must be executed by the Agency.

The Agreement defines the roles and responsibilities of each party to complete the Project along with the scope of work, sequencing, funding requirements expected to be granted by the SWRCB, and off-ramps to amend the Agreement if needed. The Agreement commits 11.2 Units of Capacity (UOC) from the Agency's Foothill Water System for indoor-use only. The Agreement also indicates the costs that are expected to be grant funded and costs that are to be paid by High Cotton. The execution of this Agreement will fulfill the SWRCB requirement to complete a consolidation agreement between the Agency and High Cotton before the grant funding is awarded.

An adopted resolution designating an authorized representative to execute the financial assistance agreement and authorize reimbursements, along with other administrative duties, is typically required as part of the application process. Resolution 22-09 authorized submittal of the grant application. However, a project-specific resolution is needed to execute the financial assistance agreement with the SWRCB.

Agency staff is recommending executing the Agreement with High Cotton and adopting a resolution designating the Director of Financial Services or their designee as the authorized Agency representative to sign and file the financial assistance agreement, provide assurances, certifications, and commitments required, including certifying reimbursement requests on behalf of the Agency, and in compliance with state and federal laws.

FISCAL IMPACT:

Administrative costs associated with executing an Agreement with High Cotton are anticipated to be reimbursable under the financial assistance agreement. In accordance with the terms of the Agreement, in the event the funding is not obtained, the Agreement will be terminated. High Cotton will privately fund (with SWRCB funding assistance) their portion of the Project to install a new distribution system, backflow prevention, piping to connect the backflow devices to Mariah Apartments Water System, and permanently disconnect the groundwater well from the Mariah Apartments Water System distribution piping. Further, High Cotton will fund any expenditures above those provided by the SWRCB's financial assistance agreement as per the Agreement.

Administrative costs associated with executing a financial assistance agreement with SWRCB are anticipated to be reimbursable under the financial assistance agreement.

ATTACHMENTS:

DescriptionUpload DateTypeMariah Apartments Consolidation Resolution3/26/2024Resolution

RESOLUTION 24-_ OF THE BOARD OF DIRECTORS OF THE PLACER COUNTY WATER AGENCY AUTHORIZING STAFF TO SUBMIT A FINANCIAL ASSISTANCE AGREEMENT FOR THE MARIAH APARTMENTS WATER SYSTEM CONSOLIDATION PROJECT TO THE STATE WATER RESOURCES CONTROL BOARD

WHEREAS, the Placer County Water Agency (Agency) is committed to providing a safe and reliable water supply to residents of Placer County; and

WHEREAS, the Agency intends to consolidate with the Mariah Apartments through the Mariah Apartments Water System Consolidation Project (Project) that supports providing a safe and reliable water supply, improving water quality, increasing water service availability, and reducing vulnerabilities; and

WHEREAS, the Agency desires to finance planning, design, and construction of the Project from the State of California through the State Water Resources Control Board; and WHEREAS, the Agency seeks to streamline the financing agreement process.

BE IT RESOLVED by the Board of Directors of the Placer County Water Agency:

- 1. The Director of Financial Services or their designee is hereby authorized and directed to sign and file, for and on behalf of the Agency, a financial assistance application for a financial assistance agreement from the State Water Resources Control Board for the planning, design, and construction of the Project.
- 2. The Director of Financial Services or their designee is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.
- 3. The Director of Financial Services or their designee is designated to represent the Agency in carrying out the Agency's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Agency and in compliance with applicable state and federal laws.

This resolution was duly adopted at a meeting of the Board of	Directors of the Placer County
Water Agency held on April 4, 2024, by the following vote or	n roll call:
AYES:	
NOES:	
ABSTAINED:	
ABSENT:	
	6.4. 11. 2024
Signed and approved by me after its adoption on this 4th day	of April, 2024.
	Chair to the Board
ATTEST:	
Deputy Clerk to the Board	



MEMORANDUM

TO: Board of Directors

FROM: Jeremy Shepard, Director of Technical Services

DATE: November 29, 2023

RE: Agreement Between William Jessup University and Placer County Water

Agency for the Exchange of Real Property in Fee

RECOMMENDATION:

For the Agreement Between William Jessup University and Placer County Water Agency for the Exchange of Real Property in Fee:

- a. Declare the project exempt from the California Environmental Quality Act and authorize the Clerk to the Board to file a Notice of Exemption; and
- b. Adopt Resolution 24-___ Authorizing and Approving an Agreement Between William Jessup University and Placer County Water Agency for the Exchange of Real Property in Fee.

BACKGROUND:

The Agency owns a 12-acre parcel of land identified as Placer County Assessor Parcel Number 032-010-009, located at 3525 Park Drive in the City of Rocklin (the "Agency Property").

William Jessup University ("WJU") owns a 54-acre parcel of land, identified as Placer County Assessor Parcel Number 032-010-041 (the "WJU Property"), located adjacent to and immediately north and east of the Agency Property.

WJU has plans to develop the WJU Property for purposes of residential housing (the "Development"). In its current configuration, the topography of a portion of the WJU Property is steep and problematic for the construction of a roadway from Park Drive into the Development. A portion of the Agency Property, due to its relatively smooth topography and location adjacent to the WJU Property, is much more viable for the construction of a roadway into the Development in comparison to where WJU would

have to construct the roadway within the WJU Property.

WJU approached the Agency with a proposal to exchange a portion of the WJU Property, measuring approximately 1.6-acres (the "WJU Exchange Parcel"), for a portion of the Agency Property, measuring approximately 0.8-acres (the "Agency Exchange Parcel") such that the roadway into the Development can be constructed in a more advantageous location. Collectively, the conveyance of the WJU Exchange Parcel from WJU to the Agency and the conveyance of the Agency Exchange Parcel from the Agency to WJU shall hereinafter be referred to as the "Land Exchange".

DISCUSSION:

Agency staff considered WJU's proposal, and found it to be acceptable, as the WJU Exchange Parcel proposed to be conveyed to the Agency is beneficial to the Agency in that it is adjacent to and at the same elevation as the upper portion of the Agency Property and would provide an area for future expansion of water treatment facilities, that, when compared to the Agency Exchange Parcel, would otherwise not be possible.

In addition, the Agency Exchange Parcel proposed to be conveyed to WJU, has no potential for an alternate use other than its existing use (raw, vacant land), and if owned by WJU, it would be ideal for WJU's construction of a roadway into its Development.

Should the Land Exchange be approved, a condition of the arrangement is that WJU shall be responsible for the construction of fence, in accordance with the Agency's fencing standards, along the Agency's new property line.

As part of the Land Exchange, to be in compliance with the City of Rocklin's ordinance related to lot line adjustments, the Agency will need to execute a grant deed in which the Agency will convey the remaining portion of the existing Agency Property and the WJU Exchange Parcel to itself, thereby removing the old property lines and creating one contiguous parcel.

Additionally, should the Land Exchange be approved, both parties will mutually benefit from the transaction. Therefore, the conveyance of the Agency Exchange Parcel from the Agency to WJU is considered exempt from the Surplus Land Act ("SLA"). To be compliant with the SLA, the State of California's Housing and Community Development Department requires that the Agency's Board of Directors declare the Agency Exchange Parcel exempt from the SLA by adopting a Resolution Authorizing and Approving an Agreement Between the William Jessup University and Placer County Water Agency for the Exchange of Real Property in Fee, in

which the justification for declaring the Agency Exchange Parcel exempt from the SLA is memorialized.

FISCAL IMPACT:

Due to the mutual benefit that the Agency and WJU will derive from the Land Exchange, there is no compensation due and owing by either party to the other. However, WJU will be responsible for all escrow closing costs, other than any prorated taxes and assessments due by the Agency on the date that escrow closes.

ENVIRONMENTAL ASSESSMENT:

The City of Rocklin is the Lead Agency under California Environmental Quality Act (CEQA), for the above referenced WJU Development project, which will occur on the WJU Property and the Agency Exchange Parcel. The Development is part of a larger project known as Clover Valley Lakes. On August 28, 2007, the Rocklin City Council approved City Council Resolution No. 2007-244 which certified the Clover Valley Lakes Environmental Impact Report (EIR) (State Clearinghouse Number 93122077), in which the Rocklin City Council made Findings of Fact and Statements of Overriding Considerations and approved a Mitigation Monitoring Program. Prior to development on the WJU Property and the Agency Exchange Parcel, the City of Rocklin will review the Development's impacts to determine if the previously certified EIR adequately addresses CEQA compliance, or if additional CEQA documentation is necessary.

The Agency's role as a Lead Agency for CEQA concerns only the Land Exchange. The proposed Land Exchange is exempt from CEQA pursuant to CEQA Guidelines under Section 15061(b)(3) by virtue of the general rule that CEQA applies only to projects that have potential to cause a significant effect on the environment. Based on review of this Land Exchange, the Agency has determined that it will not have a significant effect on the environment. The Notice of Exemption form has been prepared for filing.

ATTACHMENTS:

Description Upload Date Type
Resolution with Exhibit A 3/26/2024 Resolution

RESOLUTION 24-___OF THE BOARD OF DIRECTORS OF THE PLACER COUNTY WATER AGENCY

AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN WILLIAM JESSUP UNIVERSITY AND PLACER COUNTY WATER AGENCY FOR THE EXCHANGE OF REAL PROPERTY IN FEE

WHEREAS, Placer County Water Agency ("Agency") owns the real property identified as Placer County Assessor Parcel Number 032-010-009, located at 3525 Park Drive in the City of Rocklin (the "Agency Property"); and

WHEREAS, William Jessup University ("WJU") owns the real property identified as Placer County Assessor Parcel Number 032-010-041, located in the City of Rocklin (the "WJU Property"); and

WHEREAS, WJU has plans to develop its land for purposes of residential housing (the "Development"); and

WHEREAS, in its current configuration, the topography of the WJU Property is steep and problematic for the construction of a roadway into the Development; and

WHEREAS, a portion of the Agency Property, due to its relatively smooth topography and location adjacent to the WJU Property, is much more viable for the construction of a roadway into the Development in comparison to where WJU would have to construct a roadway within the WJU Property; and

WHEREAS, WJU has proposed the exchange of a portion of the WJU Property, measuring approximately 1.6 acres (the "WJU Exchange Parcel"), for a portion of the Agency Property, measuring 0.8 acres (the "Agency Exchange Parcel"), such that the roadway into the Development can be constructed in a more topographically advantageous location; and

WHEREAS, the WJU Exchange Parcel is beneficial for the Agency in that it would provide an area for future expansion of water treatment facilities that, when compared to the Agency Exchange Parcel, would otherwise not be possible; and

WHEREAS, collectively the conveyance of the WJU Exchange Parcel from WJU to the Agency, and the conveyance of the Agency Exchange Parcel from the Agency to WJU, shall hereinafter be referred to as the "Land Exchange"; and

WHEREAS, upon the completion of the Land Exchange, the City of Rocklin's ordinance related to lot line adjustments requires the Agency to execute a grant deed, wherein the Agency will convey the entirety of the Agency's new parcel to itself to remove the old property line (the "Agency Lot Line Adjustment Grant Deed"); and

WHEREAS, Agency staff have considered WJU's proposed Land Exchange, and after careful consideration, finds it to be reasonable and beneficial for the Agency's purposes; and

WHEREAS, the Agency's role as Lead Agency for California Environmental Quality Act (CEQA) concerns the proposed Land Exchange, which is exempt from CEQA pursuant to CEQA Guidelines under Section 15061(b)(3); and

WHEREAS, based on the mutual benefit derived from the Land Exchange, the conveyance of the Agency Exchange Parcel to WJU is exempt from the Surplus Land Act under the provisions of Government Code § 54221 subdivision (f)(1)(C) because the Agency is exchanging the Agency Exchange Parcel for another parcel necessary for the Agency's use. Additionally, the Agency Exchange Parcel is exempt from the stipulations of the Surplus Land Act because none of the characteristics listed under Government Code § 54221 subdivision (f)(2) apply to the Agency Exchange Parcel; and

WHEREAS, based on the foregoing, the Agency and WJU desire to complete the Land Exchange; and

WHEREAS, the Agency and WJU, by and through their respective staffs, have negotiated a proposed "Agreement For Exchange of Real Property In Fee" ("Land Exchange Agreement") to provide for the conveyance the Agency Exchange Parcel to WJU and for the conveyance of the WJU Exchange Parcel to the Agency; and

WHEREAS, the Land Exchange Agreement and accompanying exhibits contain the entirety of the documentation required to complete the transaction; and

WHEREAS, a true and correct copy of the proposed Land Exchange Agreement is attached hereto as Exhibit A and is incorporated herein; and

WHEREAS, the Agency and WJU have agreed that, due to the mutual benefit that each party derives from the Land Exchange proposed herein, other than escrow closing costs to be paid by WJU, there shall be no consideration required to complete the proposed transaction.

BE IT RESOLVED by the Board of Directors of the Placer County Water Agency as follows:

- 1. This Board hereby finds that it is in the public interest to complete the Land Exchange.
- 2. This Board hereby declares that the Land Exchange is exempt from CEQA pursuant to CEQA Guidelines under Section 15061(b)(3) and authorizes the Clerk to the Board to file a Notice of Exemption.
- 3. This Board hereby declares that the Land Exchange to be exempt from the Surplus Land Act under the provisions of Government Code § 54221 subdivision (f)(1)(C) because the Agency Exchange parcel is being exchanged for the WJU Exchange Parcel which is necessary for the Agency's use. This Board further declares that the Agency Exchange Parcel is also exempt from the stipulations of the Surplus Land Act because

none of the characteristics listed under Government Code § 54221 subdivision (f)(2) apply to the Agency Exchange Parcel.

- 4. This Board hereby approves the Land Exchange Agreement.
- 5. The Chairman of the Board is hereby authorized to execute the Land Exchange Agreement and all associated documents identified as exhibits in the Land Exchange Agreement required to close escrow, in substantially the same form as set forth in Exhibit A, on behalf of the Agency.
- 6. The Director of Technical Services is authorized to take all necessary and further actions as are reasonably required to finalize and implement the Land Exchange in a manner consistent with the Land Exchange Agreement.

This resolution was duly adopted at a meeting of the Board of Directors of the Placer County Water Agency held on April 4, 2024, by the following vote on roll call:

	NOES:
	INOES.
	ABSTAINED:
	ABSENT:
	Signed and approved by me after its adoption this 4th day of April, 2024.
	Chair to the Board
ATTEST	·
Deputy	Clerk to the Board

AYES:

Exhibit A Land Exchange Agreement

AGREEMENT FOR EXCHANGE OF REAL PROPERTY IN FEE BY AND BETWEEN THE PLACER COUNTY WATER AGENCY AND WILLIAM JESSUP UNIVERSITY

This agreement, ("Agreement"), by and between the Placer County Water Agency ("Agency"), and William Jessup University, a California religious nonprofit corporation ("WJU"), is entered into on the date of execution by Agency and WJU ("Effective Date").

RECITALS

- **A.** WHEREAS, Agency is the owner of that certain real property, described in the Grant Deed attached hereto as **Attachment "A"** ("Agency Property");
- **B.** WHEREAS, WJU is the owner of that certain real property, described in the Grant Deed attached hereto as **Attachment "B"** ("WJU Property");
- **C.** WHEREAS, Agency has agreed to exchange the Agency Property for the WJU Property pursuant to the terms and conditions set forth in this Agreement; and
- **D.** WHEREAS, WJU has agreed to exchange the WJU Property for the Agency Property pursuant to the terms and conditions set forth in this Agreement.
- **E.** WHEREAS, the proposed land exchange is exempt from the provisions of the Surplus Land Act.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, Agency and WJU agree as follows:

1. REAL PROPERTY EXCHANGE.

Agency agrees to convey its fee interest in the Agency Property to WJU and WJU agrees to convey its fee interest in the WJU Property to the Agency pursuant to the terms and conditions set forth herein.

2. CONVEYANCE OF PROPERTY BY AGENCY.

Agency agrees to convey Agency's interest in the Agency Property to WJU by Grant Deed, identical to or substantially similar to that attached as **Attachment "A"** (the "Agency Grant Deed") at the Close of Escrow, defined in Section 4, below. At the Close of Escrow, Agency shall also execute a grant deed to perfect a lot line adjustment for the new Agency parcel (the "Agency Lot Line Adjustment Grant Deed") identical to or substantially similar to that attached as **Attachment "C"**.

3. CONVEYANCE OF PROPERTY BY WJU.

WJU agrees to convey WJU's interest in the WJU Property to Agency by Grant

Deed, identical to or substantially similar to that attached as **Attachment** "**B**" (the "WJU Grant Deed") at the Close of Escrow. At the Close of Escrow, WJU shall also execute a grant deed to perfect a lot line adjustment for the new WJU parcel (the "WJU Lot Line Adjustment Grant Deed") identical to or substantially similar to that attached as **Attachment** "**D**".

4. ESCROW.

An escrow has been opened with Placer Title Company ("Escrow Holder"), 193 Fulweiler Avenue, Auburn, CA 95603, (530) 885-7722, Escrow Number P-604654. Within one (1) business day before the Close of Escrow (defined below), WJU shall deliver the WJU Grant Deed and the WJU Lot Line Adjustment Grant Deed to Escrow Holder and Agency shall deliver the Agency Grant Deed and the Agency Lot Line Adjustment Grant Deed to Escrow Holder. Unless extended by the mutual agreement of both parties, the escrow shall close within **thirty (30) days** after execution of this Agreement by both parties (the "Close of Escrow").

- A. **Title/Grant Deeds**. At the Close of Escrow, Agency will convey to WJU Agency's real property interest by means of a duly executed and acknowledged Grant Deed in substantially identical form to that contained in Attachment "A" of this Agreement. At the Close of Escrow, WJU will convey to Agency WJU's real property interest by means of a duly executed and acknowledged Grant Deed in substantially identical form to that contained in Attachment "B" of this Agreement.
- B. The close of escrow is conditioned on the Agency Property and WJU Property being conveyed to the other Party free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments or other security interests of any kind, except:
 - i. For the WJU Property being conveyed to Agency: (a) easements or rights-of-way for public roads or public utilities, if any; (b) items identified as exception numbers 1-17 listed in the Proforma Preliminary Report No. P-604654 (Version 2), dated August 11, 2023, provided by Escrow Holder.
 - ii. For the Agency Property being conveyed to WJU: (a) easements or rights-of-way for public roads or public utilities, if any; (b) items identified as exception numbers 1-8, 10-13, 15-17, listed in the Proforma Preliminary Report No. P-604655 (Version 3), dated August 11, 2023, provided by Escrow Holder.
 - iii. Non-delinguent taxes and assessments.
- C. **Title Insurance.** Agency shall obtain a CLTA owner's policy of title insurance or an ALTA extended coverage owner's policy of title insurance insuring that, as provided in this Section 4, clear title to the WJU Property is vested in Agency upon recording of the Grant Deed shown in Attachment "B". WJU may obtain a CLTA owner's policy of title insurance or an ALTA extended coverage owner's policy of

title insurance insuring that, as provided in this Section 4, clear title to the Agency Property is vested in WJU upon recording of the Grant Deed shown in Attachment "A".

D. **Fees.** WJU shall pay all escrow, recording and title insurance fees incurred in this transaction.

5. CONSIDERATION.

Other than the escrow, recording and title insurance fees identified in Subsection 4(D), above, Agency and WJU acknowledge that there shall be no other consideration required for the exchange of the real properties specified in Sections 2 and 3, above.

6. WAIVERS.

The waiver by either party of any breach of any term, condition or covenant of this Agreement by the other party shall not be deemed or held to be a waiver of any subsequent or other breach of any term, condition or covenant of this Agreement.

7. HEIRS AND ASSIGNS.

This Agreement, and all the terms, covenants and conditions hereof, shall apply to and bind the heirs, executors, administrators, successors and assigns of each party hereto.

8. INDEMNIFICATION BY AGENCY.

Agency hereby agrees to indemnify, defend and hold harmless WJU and its officers, employees, contractors and agents from and against any and all claims, demands, liabilities, liens, costs, expenses, penalties, damages and losses, as a direct or indirect result of:

- Any misrepresentation or breach of warranty or breach of covenant made by Agency in this Agreement or any document, certificate or exhibit given or delivered to WJU pursuant to or in connection with this Agreement; and
- b. Any and all obligations, liabilities, claims, liens, or encumbrances, whether direct, contingent or consequential and no matter how arising, and in anyway related to the Agency Property and arising or accruing before conveying the Agency Property to WJU, or in any way related to or arising from any act, conduct, omission, contract or commitment of Agency (or any of Agency's agents or employees) at any time or times before the close of escrow.

9. INDEMNIFICATION BY WJU.

WJU hereby agrees to indemnify, defend and hold harmless Agency and its officers, employees, contractors and agents from and against any and all claims,

demands, liabilities, liens, costs, expenses, penalties, damages and losses, as a direct or indirect result of:

- Any misrepresentation or breach of warranty or breach of covenant made by WJU in this Agreement or any document, certificate or exhibit given or delivered to Agency pursuant to or in connection with this Agreement; and
- b. Any and all obligations, liabilities, claims, liens, or encumbrances, whether direct, contingent or consequential and no matter how arising, and in any way related to the WJU Property and arising or accruing before conveying the WJU Property to the Agency, or in any way related to or arising from any act, conduct, omission, contract or commitment of WJU (or any of WJU's agents or employees) at any time or times before the close of escrow.

10. CONDITIONS OF AGENCY GRANT TO WJU.

WJU understands and acknowledges that the Agency has entered into this Agreement based on the mutual benefit that each party will derive from the exchange of the real property defined in Attachments "A" and "B" but that WJU brought the exchange to the Agency for consideration. While the Agency supports the transaction, Agency requires certain fencing improvements to be made as a condition of this Agreement. The conditions are as follows:

- a. WJU shall obtain and provide to Agency a bond, letter of credit, or other security instrument (the "Bond"), of a type and in such an amount of One Hundred Thousand Dollars (\$100,000), for the installation of approximately 1,300 linear feet of fencing as detailed in Agency Standard Drawing No. S407 attached hereto as **Attachment "E"**. WJU or WJU's successors and/or assigns shall keep the Bond in effect for a period of twenty-four (24) months from the Close of Escrow. Upon a surety's written notice to Agency of cancellation of the Bond, WJU must submit written notice and proof of a replacement Bond within thirty (30) days. If the condition listed in Section 10.b., below, is completed to the reasonable satisfaction of the Agency, then upon Agency's written authorization to WJU, the Bond shall be cancelled.
- b. Within twelve (12) months from the Close of Escrow WJU, or WJU's successors and/or assigns shall construct a wall along the perimeter of the new property lines shared by WJU and Agency. The wall shall be improved with no-climb fencing with "victory arms" in accordance with Agency Standard Drawing No. S406 attached hereto as **Attachment** "F" (the "Boundary Wall"). If the Boundary Wall is not constructed to Agency's reasonable satisfaction within the 12-month period, then Agency shall promptly provide WJU detailed and specific reasons for such objections and WJU shall have thirty (30) days from receipt of such notice to cure such objections, unless the objections cannot reasonably be cured within thirty (30) days and WJU has commenced and diligently pursued to

correct such objections, then WJU shall have such additional period of time as may reasonably be required to cure the objections, but not exceeding ninety (90) days after the first (1st) notice thereof from Agency. If WJU has not satisfied Agency's initial objections by the expiration of the 90-day period, then Agency may exercise its right to cash the Bond detailed in Section 10.a. and install the type and make of fencing detailed in the Agency's Standard Drawing No. S407. Provided, however, if WJU or WJU's successors and/or assigns have not constructed the Boundary Wall within the 12-month period, WJU or WJU's successors and/or assigns may submit a written request to extend the period of time to construct the Boundary Wall to the Agency. Granting an extension shall be at the reasonable discretion of the Agency.

11. NOTICES.

Any notice which is required to be given hereunder, or which either party may desire to give to the other, shall be in writing and may be personally delivered or given by mailing the same by registered or certified mail, postage prepaid, addressed as follows:

To the Agency: Placer County Water Agency

Attention: Real Property Program Manager

P.O. Box 6570 Auburn, CA 95604

or to such other place as Agency may designate by written notice.

To WJU: William Jessup University

2121 University Avenue Rocklin, CA 95765

Attention: John J. Jackson, Ph. D

or to such other place as WJU may designate by written notice.

12. <u>MISCELLANEOUS</u>.

- a. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.
- b. If there be more than one entity designated in or signatory to this Agreement, the obligations hereunder imposed upon Agency and WJU shall be joint and several; and the term Agency and WJU as used herein shall refer to each and every of said signatory parties, severally as well as jointly.
- c. This instrument contains all of the agreements and conditions entered into and made by and between the parties and may not be modified orally, or in any manner, other than by an agreement in writing signed by all the parties hereto or their respective successors-in-interest.

- d. Time is and shall be of the essence of each term and provision of this Agreement.
- e. Each and every term, condition, covenant and provision of this Agreement is and shall be deemed to be a material part of the consideration for each party's entry into this Agreement, and any breach hereof by the other party shall be deemed to be a material breach. Each term and provision of this Agreement performable by Agency and WJU shall be construed to be both a covenant and a condition.
- f. This Agreement shall be deemed to have been made in, and be construed in accordance with the laws of the State of California.
- g. The headings of the several paragraphs and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.
- h. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either Agency or WJU in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.
- i. All attachments and addenda referred to herein, and any attachments or schedules which may from time to time be referred to in any duly executed amendment hereto, are by such reference incorporated herein and shall be deemed a part of this Agreement as if set forth fully herein. The attachments to this Agreement are as follows:

Attachment A – Agency Grant Deed

Attachment B - WJU Grant Deed

Attachment C – Agency Lot Line Adjustment Grant Deed

Attachment D – WJU Lot Line Adjustment Grant Deed

Attachment E – Agency Standard Drawing No. S407

Attachment F – Agency Standard Drawing No. S406

j. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in

favor of or against either party.

- k. Days, unless otherwise specified, shall mean calendar days.
- I. The Agency's Chair of the Board of Directors, or his authorized designee, is authorized to execute, on behalf of the Agency, the Agency Grant Deed and such other documents as may be necessary to effectuate this Agreement and the transfer of property rights herein.
- m. WJU's President, or his authorized designee, is authorized to execute, on behalf of WJU, the WJU Grant Deed and such other documents as may be necessary to effectuate this Agreement and the transfer of the property rights herein.

WITNESS THE EXECUTION HEREOF the day and year set forth beneath the respective names below.

WILLIAM JESSUP UNIVERSITY, a California religious nonprofit corporation

Bv.

-, .						
Print Name: _	John J. Jackson, Ph.D.					
Title:	itle: President					
	Date:					
PLACER CO	UNTY WATER AGENCY					
Ву:						
Print Name: _	Robert Dugan					
Title:	Chair, Board of Directors					
Date:						

ATTACHMENT "A"

Agency Grant Deed – Agency Property to be conveyed to WJU Contained on the Following Five Pages

RECORDING REQUESTED BY

William Jessup University

AND WHEN RECORDED MAIL DOCUMENT TO:

AND MAIL TAX STATEMENTS TO:

Villiam Jessup University, a California religious ion-profit corporation 121 University Avenue Rocklin, CA 95765	Space Above This Line for Recorder's Use Only
	d implement Lot Line Adjustment LLA2023-0002, approved by the
R & T Code 11929 Grantor is a non-federal governm	nent agency; Grantee is a non-profit corporation
APN: 032-010-009-000 and	File No.:

032-010-041-000

GRANT DEED

Transfer Area from Placer County Water Agency to William Jessup

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$00.00; CITY TRANSFER TAX \$00.00; CLIDVEY MONIMENT FEE \$00.00

SUR	/E	ON	514ENT FEE \$00.00
[Χ]	computed on the consideration or full value of property conveyed, OR NO TAX DUE, DONE TO COMPLETE A BOUNDARY LINE ADJUSTMENT
[computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[]	unincorporated area; [X] City of Rocklin , and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Placer County Water Agency, hereby grants William Jessup University, a California religious non-profit corporation, the following described property in the City of Rocklin, County of Placer, State of California, more particularly described in EXHIBIT "A-1" AND EXHIBIT "B-1", ATTACHED HERETO, ARE MADE A PART HEREOF.

Signature: By: Printed Name: Title: By: Printed Name:

NOTARY REQUIRED

ACKNOWLEDGEMENT

ATTACH CURRENT NOTARY ACKNOWLEDGEMENT FORM

EXHIBIT "A-1" Transfer Area from Placer County Water Agency to William Jessup

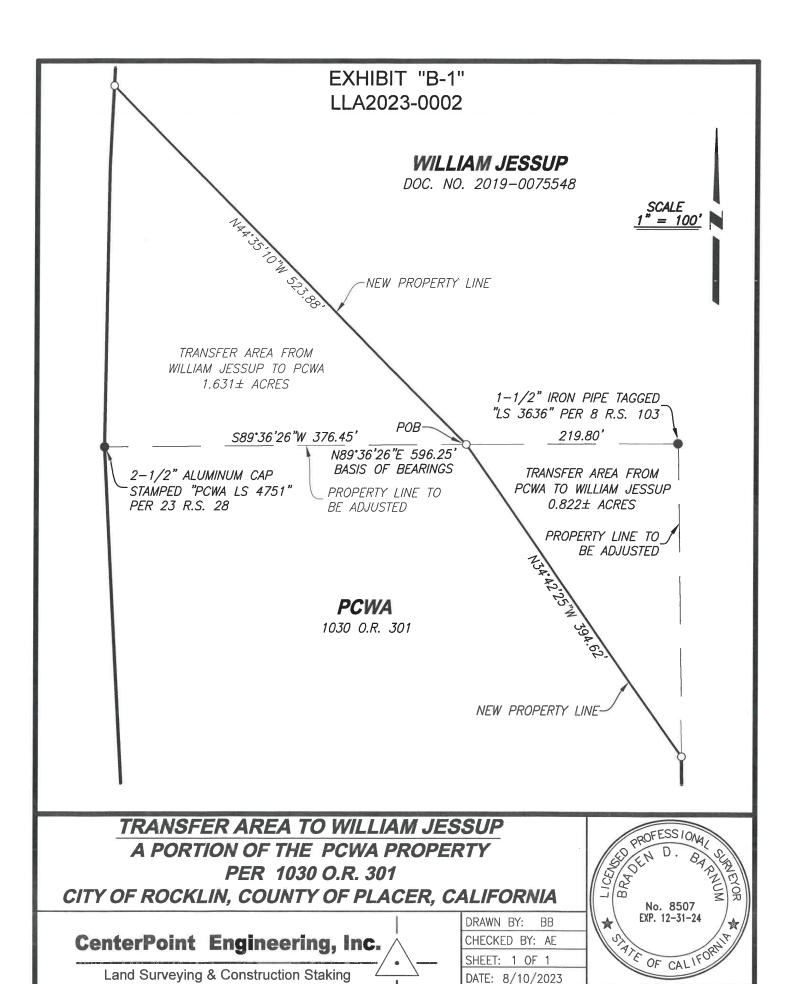
All that portion of the parcel granted to Placer County Water Agency (formerly Placer County Water Works District No. 1) in the Grant Deed recorded in the office of the Placer County Recorder as Book 1030 of Official Records, Page 301, being located in Section 31, Township 12 North, Range 7 East, M.D.M., in the City of Rocklin, County of Placer, State of California, lying Northeast of the following described lines:

Beginning at a point on the North line of said Placer County Water Agency (PCWA) parcel, from which the Northwest corner of the parcel bears South 89°36'26" West 376.45 feet; Thence, from said point of Beginning South 34°42'25" East 394.62 feet to the East line of said PCWA parcel.

Containing 0.822 acres, more or less.

The Basis of Bearings of this description is the North Line of said PCWA parcel, the bearing of which is taken as North 89°36'26" East.





FILE: K:\256301\SURVEY\EXH B-TRANSFER TO JESSUP.dwq Regular Meeting - April 4, 2024

4230 Rocklin Road, Suite 200 · Rocklin, CA · 95677 Phone: 916-773-4006 Fax: 916-773-4498

ATTACHMENT "B"

WJU Grant Deed - WJU Property to be conveyed to Agency Contained on the Following Five Pages

1	
RECORDING REQUESTED BY	
Placer County Water Agency	
AND WHEN RECORDED MAIL DOCUMENT TO: AND MAIL TAX STATEMENTS TO:	
Placer County Water Agency 144 Ferguson Rd. Auburn, CA 95603	
	Space Above This Line for Recorder's Use Only
The purpose of this Grant Deed is to perfect title an City of Rocklin,	·
APN: 032-010-009-000 and	File No.:
032-010-041-000	
	ANT DEED Tessup to Placer County Water Agency
The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TO SURVEY MONUMENT FEE \$00.00	AX \$00.00; CITY TRANSFER TAX \$00.00;
ADJUSTMENT	y conveyed, OR NO TAX DUE, DONE TO COMPLETE A BOUNDARY LINE of liens and/or encumbrances remaining at time of sale,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **William Jessup University, a California religious non-profit corporation**, hereby grants **Placer County Water Agency**, the following described property in the City of **Rocklin**, County of **Placer**, State of **California**, more particularly described in **EXHIBIT "A-2" AND EXHIBIT "B-2"**, **ATTACHED HERETO**, **ARE MADE A PART HEREOF.**

William Jessup University, a California religious non-profit corporation

Signature:
By: Printed Name:
Tide
Signature:
By: Printed Name:
 Title:

NOTARY REQUIRED

ACKNOWLEDGEMENT

ATTACH CURRENT NOTARY ACKNOWLEDGEMENT FORM

EXHIBIT "A-2"

Transfer Area from William Jessup to Placer County Water Agency

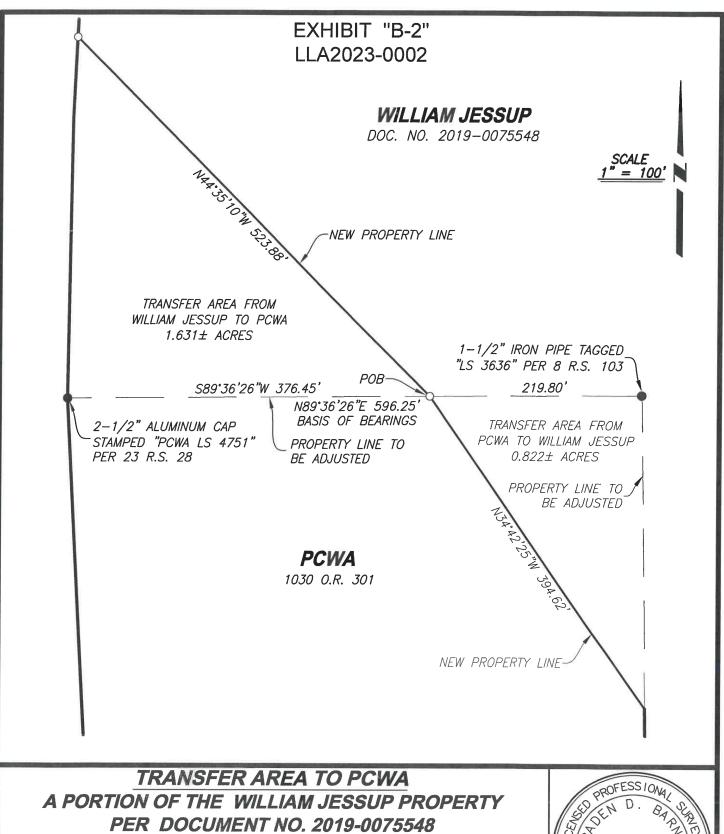
All that portion of the parcel granted to William Jessup University, a California Religious Non-Profit Corporation in the Grant Deed recorded in the office of the Placer County Recorder as Document No. 2019-0075548, being located in Section 31, Township 12 North, Range 7 East, M.D.M., in the City of Rocklin, County of Placer, State of California, lying Southwesterly of the following described line:

Beginning at a point on the North line of the parcel granted to Placer County Water Agency (PCWA) in the Grant Deed recorded in the office of the Placer County Recorder in Book 1030 of Official Records, Page 301, from which the Northwest corner of said PCWA parcel bears South 89°36'26" West 376.45 feet; Thence from said Point of Beginning, North 44°35'10" West 523.88 feet to the West line of said William Jessup University parcel.

Containing 1.631 acres, more or less.

The Basis of Bearings of this description is the North Line of said PCWA parcel, the bearing of which is taken as North 89°36'26" East.





CenterPoint Engineering, Inc.

CITY OF ROCKLIN, COUNTY OF PLACER, CALIFORNIA

Land Surveying & Construction Staking

4230 Rocklin Road, Suite 200 · Rocklin, CA · 95677 Phone: 916-773-4006 Fax: 916-773-4498

DRAWN BY: BB CHECKED BY: AE SHEET: 1 OF 1 DATE: 8/10/2023



FILE: K:\256301\SURVEY\EXH B-TRANSFER AREA PCWA.dwg

ATTACHMENT "C"

Agency Lot Line Adjustment Grant Deed Contained on the Following Five Pages

RECORDING REQUESTED BY Placer County Water Agency AND WHEN RECORDED MAIL DOCUMENT TO: AND MAIL TAX STATEMENTS TO: Placer County Water Agency 144 Ferguson Rd. Auburn, CA 95603 Space Above This Line for Recorder's Use Only The purpose of this Grant Deed is to perfect title and implement Lot Line Adjustment LLA2023-0002, approved by the City of Rocklin, ______, recorded concurrently herewith. R & T Code 11925 Grantors and Grantees are comprised of the same parties File No.: APN: 032-010-009-000 and 032-010-041-000 **GRANT DEED** Resultant Placer County Water Agency Parcel The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$00.00; CITY TRANSFER TAX \$00.00; SURVEY MONUMENT FEE \$00.00 computed on the consideration or full value of property conveyed, OR NO TAX DUE, DONE TO COMPLETE A BOUNDARY LINE **ADJUSTMENT** computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale. unincorporated area; [X] City of Rocklin, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Placer County Water Agency**, hereby grants **Placer County Water Agency**, the following described property in the City of **Rocklin**, County of **Placer**, State of **California**, more particularly described in **EXHIBIT "A-4" AND EXHIBIT "B-4"**, **ATTACHED HERETO**, **ARE MADE A PART HEREOF.**

Signature: By: Printed Name: Title:

By: Printed Name:

Title:

Placer County Water Agency

NOTARY REQUIRED

ACKNOWLEDGEMENT

ATTACH CURRENT NOTARY ACKNOWLEDGEMENT FORM

EXHIBIT "A-4" Resultant Placer County Water Agency Parcel

The parcel granted to Placer County Water Agency (formerly Placer County Water Works District No. 1) in the Grant Deed recorded in the office of the Placer County Recorder as Book 1030 of Official Records, Page 301, being located in Section 31, Township 12 North, Range 7 East, M.D.M., and Section 6, Township 11 North, Range 7 East, M.D.M., in the City of Rocklin, County of Placer, State of California.

Excepting Therefrom that portion lying Northeast of the following described line:

Beginning at a point on the North line of said Placer County Water Agency (PCWA) parcel, from which the Northwest corner of the parcel bears South 89°36'26" West 376.45 feet; Thence, from said point of Beginning South 34°42'25" East 394.62 feet to the East line of said PCWA parcel.

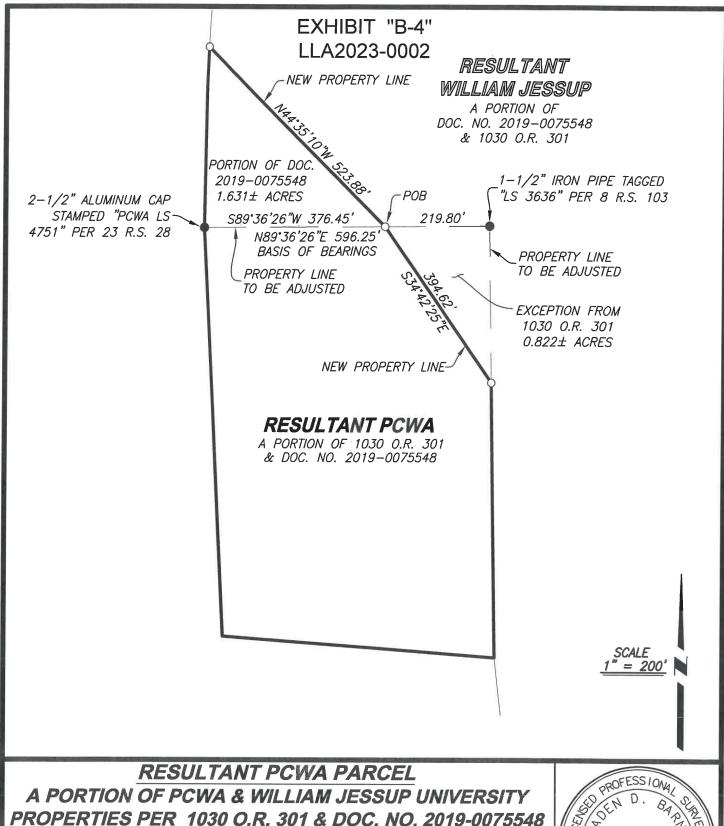
Together with all that portion of the parcel granted to William Jessup University, a California Religious Non-Profit Corporation in the Grant Deed recorded in the office of the Placer County Recorder as Document No. 2019-0075548, being located in Section 31, Township 12 North, Range 7 East, M.D.M., in the City of Rocklin, County of Placer, State of California, lying Southwesterly of the following described line:

Beginning at a point on the North line of said Placer County Water Agency (PCWA) parcel, from which the Northwest corner of said parcel bears South 89°36'26" West 376.45 feet; Thence from said Point of Beginning, North 44°35'10" West 523.88 feet to the West line of said William Jessup University parcel.

The above-described Resultant Parcel contains 12.462 acres, more or less.

The Basis of Bearings of this description is the North Line of said PCWA parcel, the bearing of which is taken as North 89°36'26" East.





CenterPoint Engineering, Inc.

CITY OF ROCKLIN, COUNTY OF PLACER, CALIFORNIA

Land Surveying & Construction Staking

FILE: K:\256301\SURVEY\EXH B-RESULTANT PCWA.dwg

4230 Rocklin Road, Suite 200 · Rocklin, CA · 95677 Phone: 916-773-4006 Fax: 916-773-4498

DRAWN BY: CHECKED BY: AE SHEET: 1 OF 1 DATE: 8/10/2023





ATTACHMENT "D"

WJU Lot Line Adjustment Grant Deed Contained on the Following Six Pages

RECORDING REQUESTED BY

William Jessup University

AND WHEN RECORDED MAIL DOCUMENT TO:

AND MAIL TAX STATEMENTS TO:

William Jessup University, a California religious non-profit corporation 2121 University Avenue Rocklin, CA 95765

The purpose of this Grant Deed is to perfect title and implement Lot Line Adjustment LLA2023-0002, approved by the City of Rocklin, _______, recorded concurrently herewith.

R & T Code 11925 Grantors and Grantees are comprised of the same parties

APN: 032-010-009-000 and

032-010-041-000

File No.:

GRANT DEED

Resultant William Jessup University Parcel

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$00.00; CITY TRANSFER TAX \$00.00; SURVEY MONUMENT FEE \$00.00

- [X] computed on the consideration or full value of property conveyed, OR NO TAX DUE, DONE TO COMPLETE A BOUNDARY LINE ADJUSTMENT
- [] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area; [X] City of **Rocklin**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, William Jessup University, a California religious non-profit corporation, hereby grants William Jessup University, a California religious non-profit corporation, the following described property in the City of Rocklin, County of Placer, State of California, more particularly described in EXHIBIT "A-3" AND EXHIBIT "B-3", ATTACHED HERETO, ARE MADE A PART HEREOF.

William Jessup University, a California religious non-profit corporation

Signature:
By: Printed Name:
Title:
Signature:
By: Printed Name:
Title:

NOTARY REQUIRED

ACKNOWLEDGEMENT

ATTACH CURRENT NOTARY ACKNOWLEDGEMENT FORM

EXHIBIT "A-3" Resultant William Jessup University Parcel

The parcel granted to William Jessup University, a California Religious Non-Profit Corporation in the Grant Deed recorded in the office of the Placer County Recorder as Document No. 2019-0075548, being located in Section 31 and 32, Township 12 North, Range 7 East, M.D.M., and Section 5 and 6, Township 11 North, Range 7 East, M.D.M., in the City of Rocklin, County of Placer, State of California.

Excepting therefrom that portion lying Southwest of the following described line:

Beginning at a point on the North line of the parcel granted to Placer County Water Agency (formerly Placer County Water Works District No. 1) in the Grant Deed recorded in the office of the Placer County Recorder in Book 1030 of Official Records, Page 301, from which the Northwest corner of said parcel bears South 89°36'26" West 376.45 feet; Thence from said Point of Beginning, North 44°35'10" West 523.88 feet to the West line of said William Jessup University parcel.

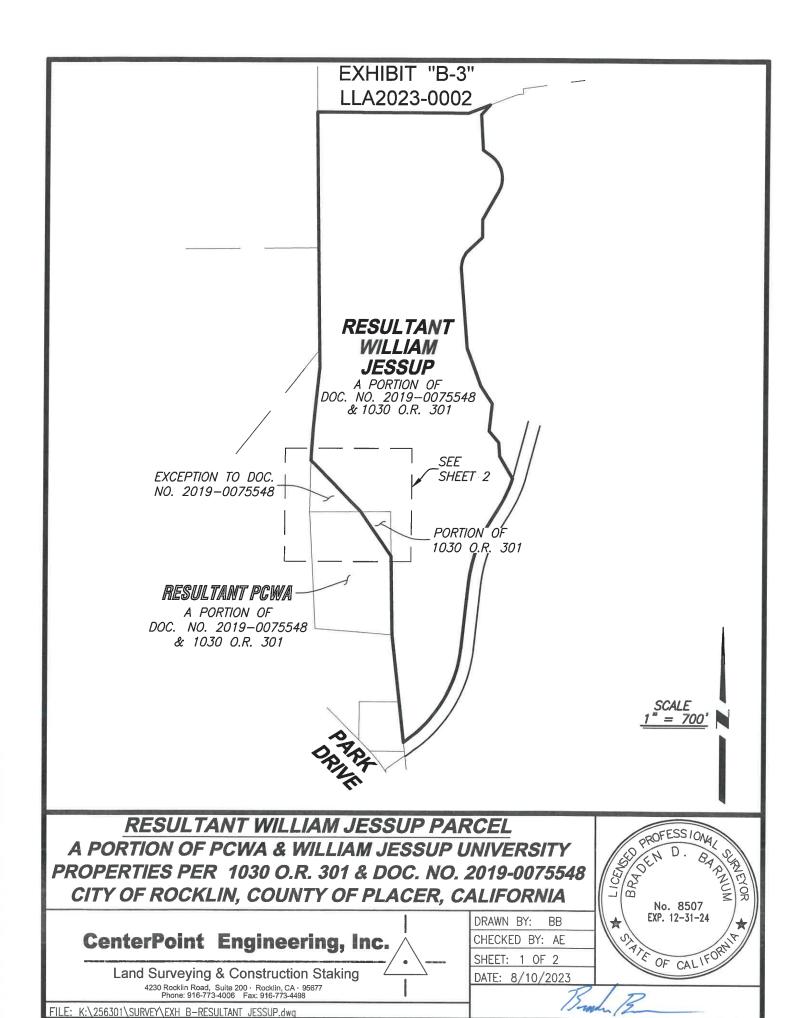
Together With all that portion of said parcel granted to Placer County Water Agency (formerly Placer County Water Works District No. 1), lying Northeast of the following described lines:

Beginning at a point on the North line of said Placer County Water Agency (PCWA) parcel, from which the Northwest corner of the parcel bears South 89°36'26" West 376.45 feet; Thence, from said point of Beginning South 34°42'25" East 394.62 feet to the East line of said PCWA parcel.

The above-described Resultant Parcel contains 98.783 acres, more or less.

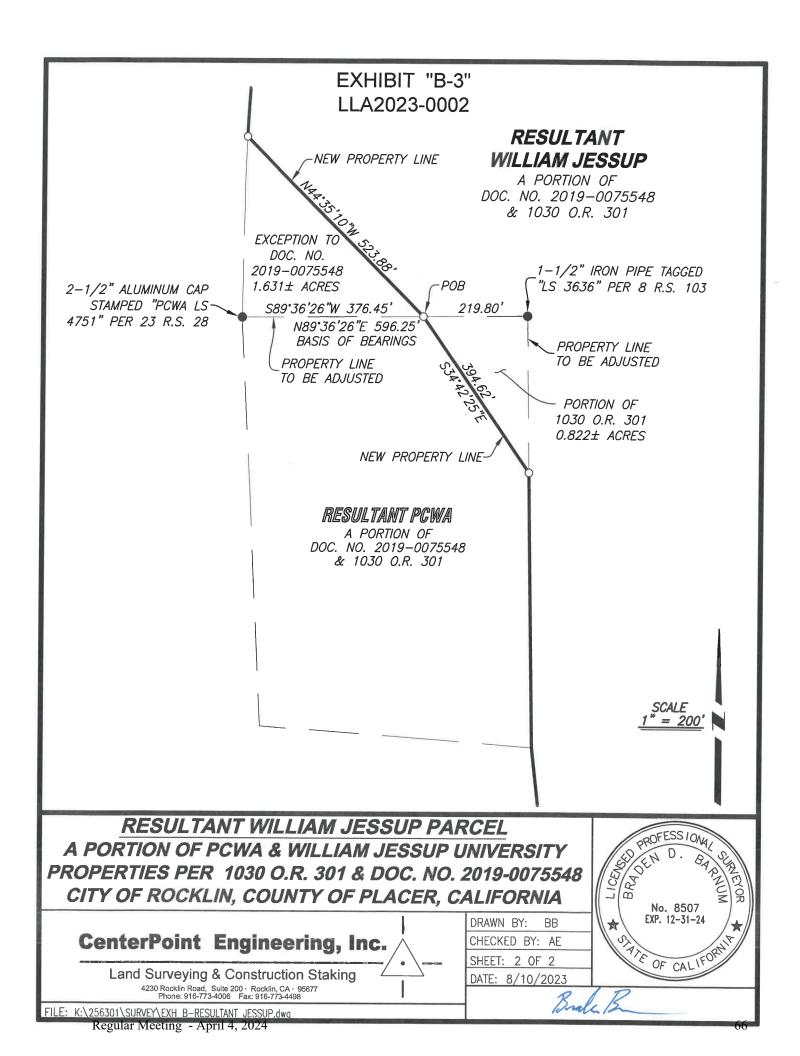
The Basis of Bearings of this description is the North Line of said PCWA parcel, the bearing of which is taken as North 89°36'26" East.





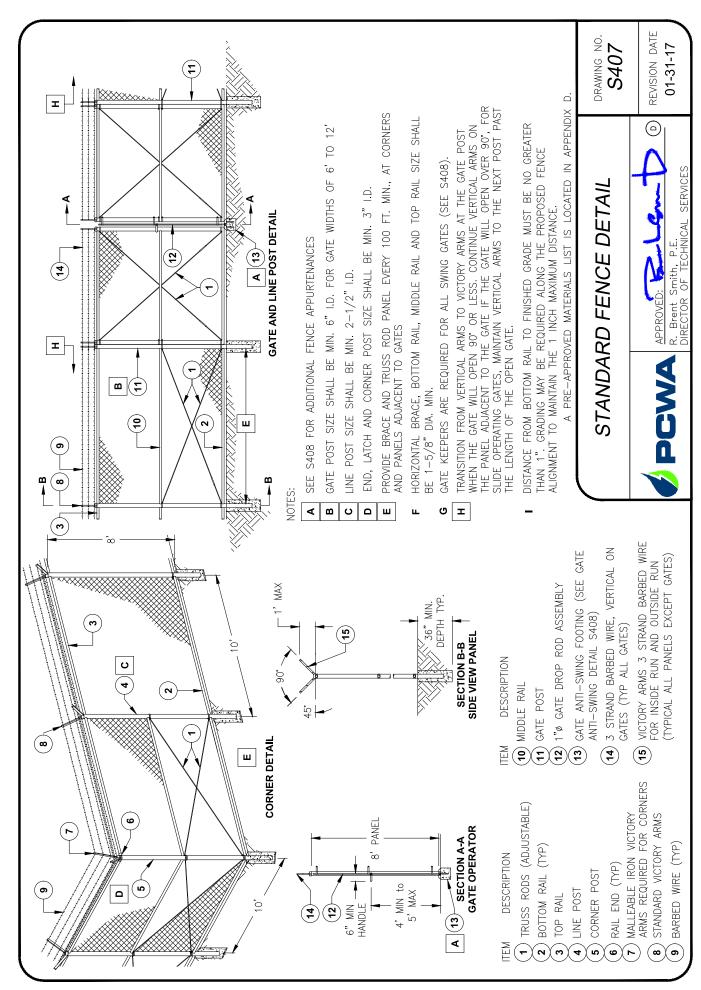
Regular Meeting - April 4, 2024

65



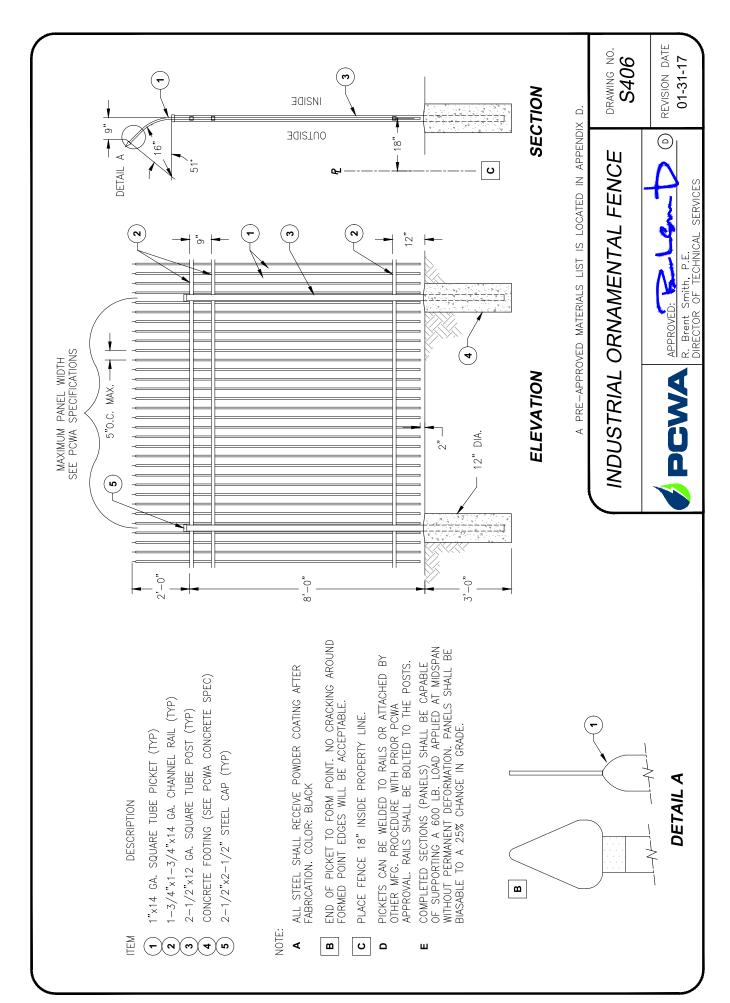
ATTACHMENT "E"

Agency Standard Drawing No. S407 Contained on the Following Page



ATTACHMENT "F"

Agency Standard Drawing No. S406 Contained on the Following Page





MEMORANDUM

TO: Board of Directors

FROM: Jeremy Shepard, Director of Technical Services

DATE: March 20, 2024

RE: Supply and Demand Report for Water Systems

RECOMMENDATION:

Approve the following treated water service applications:

- a. Facilities Agreement (FA) 2781, J & S Asphalt, Rocklin, 7.5 Units of Capacity (UOC);
- b. FA 2782, J. D. Pasquetti Engineering Inc. Headquarters, Rocklin, 7.5 UOC;
- c. FA 2843, Bickford Ranch Road Segment B, Placer County, 23.5 UOC; and
- d. FA 2853, Bickford Ranch Village LDR-08A Phase 1, Placer County, 10.8 UOC.

BACKGROUND:

This report includes applications for water service for the April 4, 2024 Board Meeting and includes applications received as of March 20, 2024. Applications received after March 20, 2024, will be on the April 18, 2024 Board Agenda.

LOWER UNTREATED WATER SYSTEM:

Staff approved connections totaling 3.0 summer miner's inches and 3.5 winter miner's inches, which equates to 58.8 acre-feet (AF) of new untreated water commitment.

There are no reductions of previously authorized untreated water commitment.

The net change in untreated water commitment is an increase of 58.8 AF. The remaining supply is 25,361.8 AF.

LOWER TREATED WATER SYSTEM - FOOTHILL, SUNSET, OPHIR:

There are four FAs in the combined amount of 49.3 Units of Capacity (UOC) for Board consideration.

There is one reduction of previously authorized treated water commitment in the amount of 1.0 UOC for Board consideration.

The net change in treated water commitment is an increase of 48.3 UOC. The remaining supply is 1,787.6 UOC.

ATTACHMENTS:

Description Upload Date Type

Supply Demand Report - 04-04-2024 3/20/2024 Backup Material

Supply Summary	Acre Feet (AF)
PG&E Western Water System	100,400
PG&E Zone 3	25,000
Canyon Creek Water Rights (1) PCWA Middle Fork Project (2)	3,400 35,500
NID Deliveries to Foothill WTP	1,920
Total Supply	166,220



Supply and Demand Report for Western Water System (Zone 6) April 4, 2024 Board Meeting

Intreated	Water	Supply	and	Demand	Summaries	

Upper Untreated Water System (Zone 3)				
Supply	25,000.00			
Baseline Demand				
Realized (2021)	9,676.90			
Committed Demand				
Alta	138.35			
Monte Vista	27.45			
Colfax	244.77			
Applegate	9.19			
Total Committed Demand	419.75			
Total Baseline Demand	10,096.65			
Commitments Post 2021				
Since Baseline (5)	227.08			
Requests this Meeting	0.00			
Total Commitments Post 2021	227.08			
Remaining Supply upon approval of				
requests at this meeting.	14,676.27			

Lower Untreated Water System	AF	
Supply	141,220.00	
Baseline Demand		
Realized (2021)	88,197.50	
Realized Zone 5 (2021) (3)	14,944.00	
Committed Demand		
Bickford Ranch	1,538.50	
Auburn-Bowman	2,296.45	
Foothill-Sunset-Ophir	7,337.44	
Total Committed Demand	11,172.39	
Total Baseline Demand	114,313.89	
Commitments Post 2021		
Since Baseline (5)	1,485.48	
Requests this Meeting	58.82	
Total Commitments Post 2021	1,544.30	
Remaining Supply upon approval of		
requests at this meeting.	25,361.80	
requests at this meeting.	25,361.80	

Lower Treated Water Systems							
	Foothill-Sunset-Ophir (6)		Auburn-Bowman				
Total Capacity (4)	65.000 MGD	56,521.7 UOC	15.000 MGD	13,043.5 UOC			
Baseline Demand							
Realized (Summer 2021)	51.900 MGD		10.900 MGD				
Committed Demand (7)	8.846 MGD		1.091 MGD				
Entitlements (8)	5.874 MGD		0.290 MGD				
No Demand Meters (9)	0.160 MGD		0.084 MGD				
Drought Rebound (10)	2.812 MGD		0.636 MGD				
Consolidations (11)	0.000 MGD		0.082 MGD				
Total Baseline Demand	60.746 MGD	52,822.7 UOC	11.991 MGD	10,427.1 UOC			
Commitments Post 2021							
Since Baseline (12)	2.143 MGD	1,863.2 UOC	0.101 MGD	87.8 UOC			
Requests this Meeting	0.056 MGD	48.3 UOC	0.000 MGD	0.0 UOC			
Total Commitment	2.199 MGD	1,911.5 UOC	0.101 MGD	87.8 UOC			
Remaining Supply after approval of requests at this meeting:							
Based on Normal Capacity	2.055 MGD	1,787.6 UOC	2.908 MGD	2,528.6 UOC			

				Upper Treated Wa	ater Systems				
Applegate		Colfax		Monte Vista		Alta		Weimar ₍₁₃₎	
0.071 MGD	62.1 UOC	1.244 MGD	1,081.7 UOC	0.102 MGD	88.7 UOC	0.512 MGD	445.2 UOC	1.000 MGD	869.6 UO
0.055 MGD		0.807 MGD		0.053 MGD		0.265 MGD		0.690 MGD	
0.005 MGD		0.076 MGD		0.004 MGD		0.111 MGD		0.108 MGD	
0.000 MGD		0.000 MGD		0.000 MGD		0.000 MGD		0.053 MGD	
0.001 MGD		0.013 MGD		0.000 MGD		0.005 MGD		0.000 MGD	
0.004 MGD		0.063 MGD		0.004 MGD		0.021 MGD		0.054 MGD	
0.000 MGD		0.000 MGD		0.000 MGD		0.085 MGD		0.000 MGD	
0.060 MGD	52.6 UOC	0.883 MGD	767.8 UOC	0.057 MGD	49.7 UOC	0.376 MGD	326.6 UOC	0.798 MGD	693.6 UC
0.001 MGD	1.0 UOC	0.006 MGD	5.0 UOC	0.000 MGD	0.0 UOC	0.001 MGD	0.5 UOC	0.000 MGD	0.0 UC
0.000 MGD	0.0 UOC	0.000 MGD	0.0 UOC	0.000 MGD	0.0 UOC	0.000 MGD	0.0 UOC	0.000 MGD	0.0 U
0.001 MGD	1.0 UOC	0.006 MGD	5.0 UOC	0.000 MGD	<u>0.0 UOC</u>	0.001 MGD	0.5 UOC	0.000 MGD	0.0 UC
0.010 MGD	8.5 UOC	0.355 MGD	308.9 UOC	0.045 MGD	39.0 UOC	0.135 MGD	118.1 UOC	0.202 MGD	176.0 UC

- (1) Canyon Creek Water Right varies annually based on snow pack and flows in the creek. This water right can be used anywherein western Placer County; however, it is shown here to be assigned to the Lower Untreated Water System.
- (2) PCWA Middle Fork Project (MFP) water supply to City of Roseville, San Juan Water District, and others is delivered to Fokom Reservoir for diversion.
- (3) Zone 5 demand fluctuated between 4,014 14,944 AF between 2015 and 2021, the 2021 demand was used.
 (4) Reservation of untreated water for treatment plant build out of Alta at 0.512 MGD, Monte Vista at 0.102 MGD, Colfax at 1244 MGD, Weimar at 1.000 MGD, Applegate at 0.071 MGD, Foothill at 60 MGD, Sunset at 5 MGD, Auburn at 8 MGD, and Bowman 7 MGD.
- (5) Includes Board approved untreated water requests 6 months (1/1/2021) before baseline to compensate for demand not yet redized.
- (6) Ophir WTP and associated infrastructure are planned facilities included within the Agency's Water Connection Charge program. The capacity gained from Ophir WTP will be added to this report once the plant is constructed and operational.
- (7) This amount reflects unrealized demand that is not included in the baseline demand and includes entitlements, no demand meters, drought rebound and consolidations.
 (8) This includes remaining capacity of water supply contracts and other agreements. The Foothill-Sunset-Ophir System unrealized demands included 3.87 MGD for the City of Lincoln and 0.853 MGD for Cal-Am. The Weimar Water System unrealized demand includes 0.053 MGD for Midway Heights CWD.
 (9) No demand meters are based on active accounts with a no demand rate class as of 8/10/2021.
- (10) Drought rebound is the estimated amount of treated water the retail system anticipates to recover after temporary conservation is achieved through ongoing drought regulations and messaging.
- (11) Consolidations includes those projects where a public water system has executed a consolidation agreement with PCWA to reserve capacity.
 (12) Includes Board approved facilities agreements after 1/1/2020 and infill requests after 1/1/2021 to compensate for demand not yet realized. This excludes any post baseline commitments from Weimar Water System prior to 10/2/2023.
 (13) The Weimar Water System acquisition was completed on 10/2/2023, demand and entitlements were included from the previous owner's 2021 calendar year records.

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MEMORANDUM

TO: Board of Directors

FROM: Jeremy Shepard, Director of Technical Services

DATE: March 22, 2024

RE: Competitive Pricing Exception and Purchase of Hach Company Chlorine

Analyzers and Turbidimeter Automatic Cleaning Heads

RECOMMENDATION:

Approve a competitive pricing exception for Hach Company instruments and equipment and the purchase of Hach Company Chlorine Analyzers and Turbidimeter Automatic Cleaning Heads in an amount not to exceed \$152,800.

BACKGROUND:

Hach Company's chlorine analyzers provide an automated online solution for realtime analysis of free chlorine in disinfection applications within the water treatment plants and distribution system. The installation of these proposed chlorine analyzers would be beneficial because they will automate the process and remove the need for manual testing by providing real-time results.

The automatic cleaning heads are attachments for turbidimeter units that Drinking Water Operations currently uses to measure turbidity. Turbidity is the cloudiness or haziness of a fluid caused by large numbers of individual particles that are generally invisible to the naked eye, like smoke in air. The measurement of turbidity is a key test of both water clarity and water quality and is a mandatory reporting parameter under State and Federal law. The proposed turbidimeter automatic cleaning heads would remove the need to physically shut down units for cleaning and will automate that process allowing staff to complete other tasks.

DISCUSSION:

The chlorine analyzer units come in two different forms. One form is chlorine only and the other is chlorine with the pH differential sensor. Drinking Water Operations

proposes to purchase 4 units that measure chlorine and 11 units that measure both chlorine and pH. The need for the pH addition on the 11 units will eliminate the need to have a secondary instrument and the additional expenses to maintain. These 15 units will replace failing units and continue to standardize analyzers in the system.

The turbidimeter automatic cleaning units will retrofit the remainder of turbidimeters that are currently installed standardizing all units in the system.

Staff requests a competitive pricing exception for the proposed purchases as both the chlorine analyzers and turbidimeter automatic cleaning heads are compatible with the standardized Hach Company equipment currently in use throughout the Agency's water treatment plants.

FISCAL IMPACT:

Project-to-Date Budget (Water Division, Rates	\$	260,000
Projects – Treatment)		
Additional Funding Request		0
Subtotal Budget		260,000
Less Project-to-Date Expenses and Encumbrances		58,719
Available in Project Budget (current)	_	201,281
Less Proposed Action		152,800
Total Available in Project Budget (proposed)	\$	48,481

Funding for the project comes from the Water Division, Rates Projects – Treatment. There are sufficient funds within the project budget to cover anticipated project costs to support the purchase of Hach Company Analyzers and Turbidimeter Automatic Cleaning Heads.