

AGENDA

SPECIAL MEETING OF RECLAMATION DISTRICT 900

AUGUST 2, 2023

Martha Guerrero, President

Norma Alcala, Trustee
Quirina Orozco, Trustee

Verna Sulpizio Hull, Trustee
Dawnte Early, Trustee

Blake Johnson, General Manager/Secretary
Ralph Nevis, District Attorney

The meeting will be held at City Hall, City Council Chambers, 1110 West Capitol Avenue, West Sacramento

5:30 PM CALL TO ORDER

GENERAL ADMINISTRATION – PART I

- 1A. PRESENTATIONS BY THE PUBLIC ON MATTERS NOT ON THE AGENDA WITHIN THE JURISDICTION OF THE DISTRICT. THE AGENCY IS PROHIBITED BY LAW FROM DISCUSSING ISSUES NOT ON THE AGENDA BROUGHT TO THEM AT THIS TIME.

CONSENT AGENDA – PART II

2. CONSIDERATION OF ADOPTION OF RESOLUTIONS 2023-08-01 AND 2023-08-02 DETERMINING RD 900 DRAINAGE ASSESSMENTS AND ASSESSMENT COLLECTION THROUGH YOLO COUNTY SECURED TAX ROLL FOR FISCAL YEAR 2023-24.
- Comment:** This item seeks Board adoption of Resolution 2023-08-01, approving an assessment rate of \$419.91 which represents a 2.18% increase in assessment for tax Fiscal Year 2023-24 and adoption of Resolution 2023-08-02, authorizing Yolo County to place special assessments on the secured tax roll in the same manner as the ordinary ad valorem property taxes.
3. CONSIDERATION OF RESOLUTIONS 2023-08-03 AND 2023-08-04 DETERMINING THE 537 AREA DRAINAGE ASSESSMENTS AND ASSESSMENT COLLECTION THROUGH THE YOLO COUNTY SECURED TAX ROLL FOR FISCAL YEAR 2023-24.
- Comment:** This item seeks Board adoption of Resolution 2023-08-03, approving an assessment rate of \$.20/\$100 of assessed value for the area formerly RD 537 and now a part of RD 900 for tax Fiscal Year 2023-24 and adoption of Resolution 2023-08-04, authorizing Yolo County to place special assessments on the secured tax roll in the same manner as the ordinary ad valorem property taxes.
4. CONSIDERATION OF A CONTRACT WITH DUSTIN N. DUMARS, CPA FOR DISTRICT GENERAL ACCOUNTING AND FINANCIAL MANAGEMENT.
- Comment:** This item seeks Board approval to award a contract to Dustin N. Dumars, CPA to provide general financial services and accounting.
5. CONSIDERATION OF RESOLUTION 2023-08-05 AUTHORIZING THE GENERAL MANAGER TO SIGN A PROJECT PARTNERSHIP AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES
- Comment:** This item seeks Board approval to authorize the General Manager to sign a Project Partnership Agreement and any amendment thereof with the State of California Department of Water Resources for the State-Federal Flood Control System Modification Program titled "RD 900 Critical Seepage/Critical Erosion/Patrol Road Repair".
6. CONSIDERATION TO ENDORSE SMUD'S EMERGENCY REPAIR PROJECT FOR THE CENTRAL VALLEY FLOOD PROTECTION BOARD.

Comment: This item seeks Board approval to endorse SMUD's Emergency Repair along the Tule Canal. This project is adjacent to the Tule Canal and the Sacramento Bypass and within the jurisdiction of the Central Valley Flood Protection Board (CVFPB). As part of the CVFPB's permit process, an endorsement from the local maintaining agency (RD 900) is requested. This project was constructed in May 2022 as part of an emergency. Permits are being requested after the fact.

7. CONSIDERATION OF ENCROACHMENT PERMIT AND CENTRAL VALLEY FLOOD PROTECTION BOARD ENDORSEMENT – CITY OF WEST SACRAMENTO

Comment: This item seeks Board approval for this encroachment permit and Central Valley Flood Protection Board Endorsement by the City of West Sacramento. This encroachment is to place new fencing to protect the City's Water Treatment Intake Structure from vandalism.

8. CONSIDERATION OF ENCROACHMENT PERMIT FOR WESTFIELD VILLAGE ELEMENTARY SCHOOL

Comment: This item seeks Board approval for this encroachment permit by Westfield Village Elementary School's construction contractor XL Construction. This permit would allow XL Construction to construction an 18-inch storm drain pipe and tie into the District's 72-inch storm drain pipe.

9. CONSIDERATION OF AUTHORIZATION AND SUBMISSION OF THE SPECIAL DISTRICTS AND OTHER AGENCIES AUTHORIZATION FORM AND SIGNING AUTHORITY TO YOLO COUNTY

Comment: This item requests Board approval of the Fiscal Year 2023-2024 Special Districts and Other Agencies Authorization form to be filed with Yolo County to reflect any management changes at the District and to maintain uninterrupted financial service as typically provided the District by the County.

10. CONSIDERATION OF APPROVAL OF THE JUNE 28, 2023 MEETING MINUTES

REGULAR AGENDA – PART III

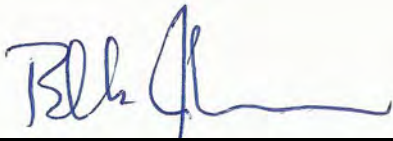
11. CONSIDERATION OF ADOPTING THE OPERATIONS AND MAINTENANCE CAPITAL IMPROVEMENT PLAN.

Comment: This item seeks Board approval to adopt the Operations and Maintenance Capital Improvement Plan for fiscal year 2023-2024.


12. TRUSTEE COMMENTS

13. ADJOURN

I, Blake Johnson, General Manager/Secretary, declare under penalty of perjury that the foregoing agenda for the August 2, 2023, meeting of Reclamation District 900 was posted on July 28, 2023, at the rear entrance of the City of West Sacramento City Hall, 1110 West Capitol Avenue, West Sacramento, CA and at the office of Reclamation District 900, 889 Drever Street, West Sacramento, CA, and was available for public review.



Blake Johnson, General Manager/Secretary
Reclamation District 900

MEETING DATE: August 2, 2023		ITEM # 2	
<div style="display: flex; align-items: center;">  <div style="flex-grow: 1;"> <p style="margin: 0;">SUBJECT:</p> <p style="margin: 0;">CONSIDERATION OF RESOLUTIONS 2023-08-01 AND 2023-08-02 DETERMINING RD 900 DRAINAGE ASSESSMENTS AND ASSESSMENT COLLECTION THROUGH THE YOLO COUNTY SECURED TAX ROLL FOR FISCAL YEAR 2023-24</p> </div> </div>			
INITIATED OR REQUESTED BY:		REPORT COORDINATED OR PREPARED BY:	
<input checked="" type="checkbox"/> Counsel <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		Blake Johnson, General Manager	
ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action			

OBJECTIVE

The objective of this report is to present sufficient information to the Reclamation District 900 (RD 900) Board of Trustees (Board) to adopt Resolution 2023-08-01, setting the annual assessment rate of \$419.91 per equivalent benefit unit, which represents a 2.18% increase to drainage assessments on property for Fiscal Year 2023-24; and, to adopt Resolution 2023-08-02, requesting collection of assessments through the secured tax roll in the same manner as the ordinary ad valorem property taxes.

RECOMMENDED ACTION

Staff respectfully recommends that the RD 900 Board:

- 1) Adopt Resolution 2023-08-01, approving a 2.18% increase in assessment for tax Fiscal Year 2023-24 which sets the annual assessment rate at \$419.91 per equivalent benefit unit; and
- 2) Adopt Resolution 2023-08-02, authorizing Yolo County to place special assessments on the secured tax roll in the same manner as the ordinary ad valorem property taxes.

BACKGROUND

On June 9, 2016, the RD 900 Board members adopted Resolution 2016-06-01 which approved the final Engineer’s Report and established a special benefit assessment under the Benefit Assessment Act of 1982. The procedure under which the assessments are authorized to be levied was initiated by RD 900 and included a ballot procedure whereby owners within the City of West Sacramento (City) elected to incur an assessment obligation secured by a lien upon their property for the purposes of financing drainage operation and capital improvements of benefit to their property. The resolution also directed staff to record the documents with the County Recorder and submit the assessments to the County for placement on the 2016-17 Yolo County (County) tax roll, and each year thereafter. Each year, the District submits the levy to the County and property owners make payment on the assessment, along with their regular tax bill.

The RD 900 Board has authority to increase the special benefit assessment rate based on the calculated Construction Cost Index (CCI) for the preceding year to reflect projected cost inflation, but no more than two and one quarter percent (2.25%) annually. On July 28, 2022, RD 900 Board members adopted Resolution 22-07-02, approving the last increase in assessment by 2.25% for the 2022-23 tax roll. The action being requested will authorize a 2.18% increase for the next tax year, 2023-24, which will establish a rate of \$419.91 per equivalent benefit unit, as defined in the final Engineer’s Report.

ANALYSIS

Special Procedures in the final Engineers Report (June 8, 2016) state, “the maximum authorized Assessment Rate will be subject to an annual inflationary escalator pursuant to Government Code §53739 (b) based on the annual change in the Construction Cost Index (CCI) for the 20-city average with Base Year 1913 = 100, published by the Engineering News Record, subject to a minimum of 0 percent and a maximum of 2.25% percent in any given year.”

As costs increase it is necessary to keep up with the escalation of such needs to ensure the financial stability of the District. Such costs range from procurement of materials and labor for vegetation management and tree trimming, to operation and maintenance of pump stations. It has been established by the District’s consultant that the annual CCI (May 2022 to May 2023) calculated in accordance with the standards established in the Engineer’s Report is 2.18%.

Since Fiscal Year 2009-10, the Treasurer-Tax Collector’s Office at the County of Yolo has required that all special tax levies placed on the property tax rolls include an authorization approved by the governing body of the levying

entity, in this case, RD 900. The Board is being asked to authorize the levy of assessments on the regular tax rolls.

Alternatives

Staff recommends that the RD 900 Board adopt Resolution 2023-08-01, approving a 2.18% increase in assessment for tax roll year 2023-24, and Resolution 2023-08-02, authorizing Yolo County to place special assessments on the secured tax roll in the same manner as the ordinary ad valorem property taxes. Alternatively, the Board may choose to approve levying of the special assessment with less than the 2.18% or no annual assessment rate adjustment. However, these actions could have eventual financial and legal impacts to the District and to its mission of flood risk reduction.

Coordination and Review

This report was prepared in coordination with District's Consultant and District Counsel.

Budget/Cost Impact

If Resolution 2022-07-02 is approved, the 2.18% increase will result in additional drainage assessment revenue of approximately \$55,543.96 on the 2023-24 secured tax roll and a total assessment revenue of approximately \$2,603,431.90.

Attachments

- 1) Resolution 2023-08-01
- 2) Resolution 2023-08-02
- 3) Certification of Assessment – RD 900 Drainage
- 4) Escalation Evaluation

RESOLUTION NO. 2023-08-01

A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT 900
DETERMINING DRAINAGE ASSESSMENTS FOR FISCAL YEAR 2023-24

WHEREAS, in compliance with the Benefit Assessment Act of 1982, California Government Code sections 54703 *et seq.* (the "Act"), the Board of Trustees (the "Board") of Reclamation District 900 (the "District") on June 9, 2016, following a public hearing and tabulation of the ballots received from property owners, approved the Engineer's Report for the first Fiscal Year (2016-2017) in which drainage assessments were imposed and determined and levied the assessments; and

WHEREAS, the drainage assessments for Fiscal Year 2023-24 are prepared pursuant to the administrative procedures adopted by the District on June 9, 2016; and

WHEREAS, in accordance with the assessment methodology described in the Engineer's Report, the Board may raise the assessment rate each year by not more than two and one-quarter percent (2.25%); and

WHEREAS, in accordance with the *Special Procedures* in the final Engineers Report the maximum escalation rate allowed up to 2.25% is based on the annual change in the 20-City average Construction Cost Index (CCI),

WHEREAS, the 20-City Average CCI has been calculated to be 2.18% for the preceding year.

WHEREAS, by Resolution 2016-06-01, adopted on June 9, 2016, the Board provided that the assessments shall be collected in the same manner and shall be subject to the same penalties and priority of lien as is provided for *ad valorem* property taxes.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Reclamation District 900 as follows:

1. **Recitals.** The above recitals are true and correct.
2. **Determination of Escalation Factor.** The Board hereby determines that the escalation factor for the assessments in Fiscal Year 2023-24 shall be 2.18%.
3. **Assessment Rate.** The Board hereby determines that the annual assessment rate is to be set at \$419.91 per equivalent benefit unit.
4. **Directive to Prepare and File Assessment Roll for Fiscal Year 2023-24.** The Board hereby directs the District staff to prepare the assessment roll for Fiscal Year 2023-24, calculating assessments to reflect changes in development status and the annual escalation factor. The Board hereby determines and levies the assessments as so calculated. The Board hereby further directs the District Manager to submit the assessment roll to the Yolo County Auditor-Controller in sufficient time for entry onto the County Assessment Roll for 2023-24.
5. **Entry on County Assessment Roll.** The Yolo County Auditor-Controller is hereby requested to enter on the County Assessment Roll opposite each lot or parcel of land the amount assessed thereupon, as shown on the assessment roll filed by the District Manager.
 - A. The Board agrees, upon reasonable written notice by Yolo County of any claim or challenge, to defend with counsel of its choice, indemnify and hold harmless Yolo County, its Board of Supervisors, officers, officials, agents, and employees (collectively "the County") against the payment of any liabilities, losses, costs, and expenses, including attorneys' fees and court costs, not due to the County's own active negligence or willful misconduct, which the County may incur in the exercise and performance of its powers and duties in placing these assessments onto the County roll and tax bills for the District.

- B. The Board agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges, as provided by the Government Code sections 29304 and 51800.
- C. The Board warrants and represents that the taxes, assessments, fees and/or charges imposed by the District and being requested to be collected by Yolo County comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218).

6. **Effective Date.** This resolution shall take effect from and after the date of its passage.

PASSED AND ADOPTED by the Board of Trustees of Reclamation District 900 this 2nd day of August 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Martha Guerrero, RD 900 President

ATTEST:

Blake Johnson, RD 900 General Manager

APPROVED AS TO FORM:

Ralph R. Nevis, RD 900 Attorney

RESOLUTION NO. 2023-08-02

**A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT 900
REQUESTING COLLECTION OF THE CHARGES TO PAY FOR CERTAIN SERVICES ON
THE SECURED TAX ROLL IN THE SAME MANNER AS THE ORDINARY AD VALOREM
PROPERTY TAXES**

WHEREAS, Reclamation District 900, (hereinafter "District") requests the County of Yolo collect on the County tax rolls certain charges which have been imposed pursuant to Government Code section 29304 by the District, attached hereto, and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Reclamation District 900 as follows:

1. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.
2. The District warrants and represents that the taxes, assessments, fees and/or charges imposed by the District and being requested to be collected by Yolo County comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218), and that the Board of Trustees has authorized the collection of the taxes, assessments, fees and/or charges by duly-adopted Resolution.
3. The District releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any taxes, assessments, fees and/or charges on behalf of District.
4. The District agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of District's said taxes, assessments, fees and/or charges requested to be collected by County for District, or in any manner arising out of District's establishment and imposition of said taxes, assessments, fees and/or charges. District agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of District's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of District, including property taxes.
5. The District agrees that its offices, agents, and employees will cooperate with the County in answering questions referred to District by County from any person concerning the District's taxes, assessments, fees and/or charges, and that District will not refer such persons to County officers and employees for responses.
6. The District agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800.

Resolution 2023-08-02
Reclamation District 900 Drain Assessment Collection
August 2, 2023

PASSED AND ADOPTED by the Board of Trustees of Reclamation District 900 this 2nd day of August 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Martha Guerrero, RD 900 President

ATTEST:

Blake Johnson, RD 900 General Manager

APPROVED AS TO FORM:

Ralph R. Nevis, RD 900 Attorney

CERTIFICATION OF ASSESSMENT

RECLAMATION DISTRICT NO. 900, hereby certifies that the special assessment to be placed on the 2023-2024 Yolo County Secured Property Tax bill by RECLAMATION DISTRICT 900 for INTERNAL DRAINAGE OPERATION AND MAINTENANCE is in compliance with all requirements of state law, including but not limited to the requirements of Proposition 218 that added Articles XIIC and XIID to the State Constitution.

RECLAMATION DISTRICT NO. 900 agrees to defend, indemnify, and hold harmless the County of Yolo, the Board of Supervisors, the Auditor-Controller, its officers, and employees, from litigation over whether the requirements of Proposition 218 and other State laws were met with respect to such assessment.

If any judgment is entered against any indemnified party as a result of not meeting the requirements of any State law including Proposition 218 for such assessment, RECLAMATION DISTRICT NO. 900 agrees that the County may offset the amount of any judgement paid by an indemnified party from any monies collected by County on RECLAMATION DISTRICT NO. 900 behalf, including property taxes, special taxes, fees, or assessments.

	Blake Johnson	August 2, 2023
Authorized Signature	Print Name	Date

Date of original resolution:	<u>August 2, 2023</u>
Copy of resolution on file at the Auditor’s office.	<u>YES</u>
Phone number to be included on Tax Bill:	<u>(916) 971-1483</u>
Email address to be included on Website:	<u>admin@rd900.org</u>

RECLAMATION DISTRICT NO. 900
Agency

**Reclamation District 900
Internal Drainage O&M Assessment
Fiscal Year 2023/2024 Assessment Escalation Evaluation**

FY 2022/2023 TBU Rate \$410.95

FY 2022/2023 Assessment Revenue \$2,547,887.94

Escalation Factor [1] 2.18%

Escalation Rate Cap 2.25%


FY 2023/2024 Maximum TBU Rate [2] \$419.91

FY 2023/2024 Maximum Assessment Revenue [3] \$2,603,431.90

[1] Based on the average of the May 2022 ENR 20-City CCI (13004.47) compared to the May 2023 ENR 20-City CCI (13288.27) report rounded to two significant digits.

[2] Rounded to two significant digits.

[3] Based on FY 2022/2023 parcel data. Assessment revenues may increase or decrease based on parcel data updates.

MEETING DATE: August 2, 2023		ITEM # 3	
	SUBJECT: CONSIDERATION OF RESOLUTIONS 2023-08-03 AND 2023-08-04 DETERMINING THE 537 AREA ASSESSMENTS AND ASSESSMENT COLLECTION THROUGH THE YOLO COUNTY SECURED TAX ROLL FOR FISCAL YEAR 2023-24		
INITIATED OR REQUESTED BY: <input checked="" type="checkbox"/> Counsel <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		REPORT COORDINATED OR PREPARED BY: Blake Johnson, General Manager	
ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action			

OBJECTIVE

The objective of this report is to present sufficient information to the Reclamation District 900 (RD 900) Board of Trustees (Board) to adopt Resolution 2023-08-03, setting the annual assessment rate of \$0.20/\$100 of assessed value, which represents no increase to the assessments on property for the North Drainage Area, which was formerly a part of RD 537 and; to adopt Resolution 2023-08-04, requesting collection of assessments through the secured tax roll in the same manner as the ordinary ad valorem property taxes as well as the certification of the assessment.

RECOMMENDED ACTION

Staff respectfully recommends that the RD 900 Board:

- 1) Adopt Resolution 2023-08-03, approving the annual assessment rate of \$0.20/\$100 of assessed value; and
- 2) Adopt Resolution 2023-08-04, authorizing Yolo County to place special assessments on the secured tax roll in the same manner as the ordinary ad valorem property taxes.

BACKGROUND

On August 8, 1997, the RD 537 Board members adopted Resolution 97-2 which approved the final Engineer’s Report and established a special benefit assessment under the Benefit Assessment Act of 1982. The procedure under which the assessments are authorized to be levied was initiated by RD 537 and included a ballot procedure whereby owners within the City of West Sacramento (City) elected to incur an assessment obligation secured by a lien upon their property for the purposes of financing internal drainage operation and maintenance as well as capital improvements of benefit to their property. The resolution also directed staff to record the documents with the County Recorder and submit the assessments to the County for placement on the 1997-98 Yolo County (County) tax roll, and each year thereafter. Each year, the District submits the levy to the County and property owners make payment on the assessment, along with their regular tax bill.

On July 1, 2020, Operation and Maintenance responsibility for the portion of RD 537 within the City of West Sacramento (City) city limits was passed to RD 900 along with the responsibility to administer the assessment for that portion of land. This action was taken as a result of a LAFCo decision made on June 27, 2019, which consolidated RD 785, RD 827 and RD 537 and removed the portion of RD 537 within the City limits to be incorporated with RD 900. Prior to the transfer of responsibilities, on June 11, 2020, RD 537 Board members adopted Resolution 2020-06-01, approving an assessment rate of \$0.20/\$100 of assessed value for the 2020-21 tax roll.

ANALYSIS

The Final Engineers Report dated June 20, 1997, established an assessment rate to be levied of seventy-one point six cents per one-hundred dollars (\$0.716/\$100) of assessed value as calculated in the report. Since that time the rate has fluctuated based on the budget and needs of the governing district with the last rate set by the RD 537 Board for fiscal year 2020-21 of \$0.20/\$100 of assessed value. Since the LAFCo-authorized transfer or responsibilities, operation and maintenance expenditures for the 537 area have been adequately met with the revenue generated. Accordingly, the RD 900 Board adopted the \$0.20/\$100 of assessed values in fiscal year 2022-23. Staff recommends the same rate be adopted for the 2023-24 fiscal year.

Since Fiscal Year 2009-10, the Treasurer-Tax Collector’s Office at the County of Yolo has required that all special tax levies placed on the property tax rolls include an authorization approved by the governing body of the levying entity, in this case, RD 900. The Board is being asked to authorize the levy of assessments on the regular tax rolls.

Alternatives

Staff recommends that the RD 900 Board adopt Resolution 2023-08-03, approving the annual assessment rate of \$0.20/\$100 of assessed value for fiscal year 2023-24, and Resolution 2023-08-04, authorizing Yolo County to place special assessments on the secured tax roll in the same manner as the ordinary ad valorem property taxes. Alternatively, the Board may choose not to approve the rate, or to approve a rate less than amount being recommended.

Coordination and Review

This report was prepared in coordination with District's Consultant and District Counsel.

Budget/Cost Impact

If Resolution 2023-08-03 is approved, revenue for the 2023-24 secured tax roll will be approximately \$79,334.

Attachments

- 1) Resolution 2023-08-03
- 2) Resolution 2023-08-04
- 3) Certification of Assessment – 537 Area

RESOLUTION NO. 2023-08-03

A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT 900
DETERMINING ASSESSMENTS FOR FISCAL YEAR 2023-24 FOR THE FORMER
RD 537 MAINTENANCE AREA

WHEREAS, in compliance with the Benefit Assessment Act of 1982, California Government Code sections 54703 et seq. (the "Act"), the Board of Trustees of Reclamation District (RD) 537 on August 8, 1997, following a public hearing and tabulation of the ballots received from property owners, approved the Engineer's Report for the first Fiscal Year (1997-1998) in which flood protection assessments were imposed and determined and levied the assessments; and

WHEREAS, on July 1, 2020, operation and maintenance responsibility for that portion of RD 537 that lies within the City of West Sacramento city limits was passed from RD 537 to RD 900 (the "District") along with the responsibility to administer the assessment for that portion of land; and

WHEREAS, the flood assessments for Fiscal Year 2023-24 are prepared pursuant to the administrative procedures adopted by RD 537 on August 8, 1997; and

WHEREAS, by Resolution 97-2, adopted on August 8, 1997, the Board of Trustees of RD 537 provided that the assessments shall be collected in the same manner and shall be subject to the same penalties and priority of lien as is provided for *ad valorem* property taxes.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Reclamation District 900 as follows:

1. **Recitals.** The above recitals are true and correct.
2. **Determination of Escalation Factor.** The RD 900 Board hereby determines that there will be no escalation factor for the assessments in Fiscal Year 2023-24.
3. **Assessment Rate.** The RD 900 Board hereby determines that the annual assessment rate is to be set at \$0.20/\$100 of assessed value.
4. **Directive to Prepare and File Assessment Roll for Fiscal Year 2023-24.** The RD 900 Board hereby directs the District staff to prepare the assessment roll for Fiscal Year 2023-24, calculating assessments to reflect changes in development status and the annual escalation factor; hereby determines and levies the assessments as so calculated; and further directs the District Treasurer to submit the assessment roll to the Yolo County Auditor-Controller in sufficient time for entry onto the County Assessment Roll for 2023-24.
5. **Entry on County Assessment Roll.** The Yolo County Auditor-Controller is hereby requested to enter on the County Assessment Roll opposite each lot or parcel of land the amount assessed thereupon, as shown on the assessment roll filed by the Agency Treasurer.
 - A. The RD 900 Board agrees, upon reasonable written notice by Yolo County of any claim or challenge, to defend with counsel of its choice, indemnify and hold harmless Yolo County, its Board of Supervisors, officers, officials, agents, and employees (collectively "the County") against the payment of any liabilities, losses, costs, and expenses, including attorneys' fees and court costs, not due to the County's own active negligence or willful misconduct, which the County may incur in the exercise and performance of its powers and duties in placing these assessments onto the County roll and tax bills for the District.
 - B. The RD 900 Board agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges, as provided by the Government Code sections 29304 and 51800.
 - C. The BRD 900 oard warrants and represents that the taxes, assessments, fees

and/or charges imposed by the District and being requested to be collected by Yolo County comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218).

6. **Effective Date.** This resolution shall take effect from and after the date of its passage.

PASSED AND ADOPTED by the Board of Trustees of Reclamation District 900 this 2nd day of August 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Martha Guerrero, RD 900 President

ATTEST:

Blake Johnson, RD 900 General Manager

APPROVED AS TO FORM:

Ralph R. Nevis, RD 900 Attorney

RESOLUTION NO. 2023-08-04

**A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT 900
REQUESTING COLLECTION OF THE CHARGES TO PAY FOR CERTAIN SERVICES ON
THE SECURED TAX ROLL IN THE SAME MANNER AS THE ORDINARY AD VALOREM
PROPERTY TAXES**

WHEREAS, Reclamation District No. 900, (hereinafter "District") requests the County of Yolo collect on the County tax rolls certain charges which have been imposed pursuant to Government codes section 29304 by the District, attached hereto, and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Reclamation District 900 as follows:

1. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.
2. The District warrants and represents that the taxes, assessments, fees and/or charges imposed by the District and being requested to be collected by Yolo County comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218).
3. The District releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any taxes, assessments, fees and/or charges on behalf of District.
4. The District agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of District's said taxes, assessments, fees and/or charges requested to be collected by County for District, or in any manner arising out of District's establishment and imposition of said taxes, assessments, fees and/or charges. District agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of District's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of District, including property taxes.
5. The District agrees that its offices, agents, and employees will cooperate with the County in answering questions referred to District by County from any person concerning the District's taxes, assessments, fees and/or charges, and that District will not refer such persons to County officers and employees for responses.
6. The District agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800.

Resolution 2023-08-04
Reclamation District 900, 537 Area Assess Submission
August 2, 2023

PASSED AND ADOPTED by the Board of Trustees of Reclamation District 900 this 2nd
day of August 2023, by the following vote :

AYES:
NOES
ABSTAIN
ABSENT:

Martha Guerrero, RD 900 President

ATTEST:

Blake Johnson, RD 900 General Manager

APPROVED AS TO FORM:

Ralph R. Nevis, RD 900 Attorney

CERTIFICATION OF ASSESSMENT

RECLAMATION DISTRICT NO. 900, hereby certifies that the special assessment to be placed on the 2023-2024 Yolo County Secured Property Tax bill by RECLAMATION DISTRICT 900 for INTERNAL DRAINAGE OPERATION AND MAINTENANCE for the North Drainage Area (area formerly a part of RD 537) is in compliance with all requirements of state law, including but not limited to the requirements of Proposition 218 that added Articles XIII C and XIII D to the State Constitution.


RECLAMATION DISTRICT NO. 900 agrees to defend, indemnify, and hold harmless the County of Yolo, the Board of Supervisors, the Auditor-Controller, its officers, and employees, from litigation over whether the requirements of Proposition 218 and other State laws were met with respect to such assessment.

If any judgment is entered against any indemnified party as a result of not meeting the requirements of any State law including Proposition 218 for such assessment, RECLAMATION DISTRICT NO. 900 agrees that the County may offset the amount of any judgement paid by an indemnified party from any monies collected by County on RECLAMATION DISTRICT NO. 900 behalf, including property taxes, special taxes, fees, or assessments.

<hr/>	Blake Johnson	August 2, 2023
Authorized Signature	Print Name	Date

Date of original resolution:	<u>August 2, 2023</u>
Copy of resolution on file at the Auditor's office.	<u>YES</u>
Phone number to be included on Tax Bill:	<u>(916) 371-1483</u>
Email address to be included on Website:	<u>admin@rd900.org</u>

RECLAMATION DISTRICT NO. 900
Assessment District

MEETING DATE: August 2, 2023		ITEM # 4	
	SUBJECT:		
CONSIDERATION OF A CONTRACT WITH DUSTIN N. DUMARS, CPA FOR DISTRICT GENERAL ACCOUNTING AND FINANCIAL MANAGEMENT			
INITIATED OR REQUESTED BY:		REPORT COORDINATED OR PREPARED BY:	
<input type="checkbox"/> Counsel <input checked="" type="checkbox"/> Staff		Blake Johnson, General Manager	
<input type="checkbox"/> Other			
ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action			

OBJECTIVE

The objective of this report is to present sufficient information to the Reclamation District 900 (RD 900/District) Board of Trustees (Board) to execute a contract with Dustin N. Dumars, CPA for general accounting and financial management support.

RECOMMENDED ACTION

Staff respectfully recommends that the RD 900 Board:

1. Authorize the Board President to execute a three-year contract with Dustin N. Dumars (Attachment 1) in an amount not to exceed \$30,000 per Fiscal Year (\$90,000 for the three years) in substantially the form as attached hereto.

BACKGROUND

The District relies on a variety of professional services to support overall District management and operations, especially for services that require special training or certifications. One of these services is accounting and financial management assistance.

Dustin N. Dumars has been providing accounting and financial management assistance for the District for the past several years. His services include General Ledger, Statement Reconciliation, Journal Entries, Accounting System and Transaction Tracking/Reporting, Internal Financial Reports, Project and Budget Assistance, and Profit/Loss Budget/Actual Reports.

ANALYSIS

Staff requested a proposal from Dustin N. Dumars, CPA to continue to perform the services described. Additionally, Mr. Dumars was an integral part of the development of the fund balances and O&M budgets that were adopted by the District over the last three years. His expertise will be relied upon to ensure that all accounting practices and financial management and reporting conforms to the parameters as defined by the budgets. Mr. Dumars also provides valuable information and input to the District's yearly audit performed by others.

Despite the increased complexity with the new District funds and increase in O&M budgets, Mr. Dumars Proposal has no increase cost for services from the previous fiscal year.

Alternatives

Staff recommends the Board approve the contract with Dustin N. Dumars as presented in the recommended actions. Alternatively, the Board may choose not to execute the contract and direct staff to return with additional proposals from other qualified professionals. Staff does not recommend these alternatives as Mr. Dumars is uniquely qualified to perform the services requested given the change in District fund and budgets and his prior experience with the District and its staff.

Coordination and Review

This report was prepared in coordination with District staff and District Counsel.

Budget/Cost Impact

The cost of the services requested is included in the O&M budgets for 900 Drainage and 537 Drainage.

ATTACHMENT

1. Contract for Services – Dustin Dumars, CPA

CONTRACT FOR SERVICES

THIS CONTRACT is made on August 2, 2023, by and between RECLAMATION DISTRICT NO. 900 ("DISTRICT"), and Dustin N. Dumars, CPA ("Consultant").

WITNESSETH:

WHEREAS, the DISTRICT desires financial accounting services

and WHEREAS, the Consultant has presented a proposal for such services to the

DISTRICT, dated July 24, 2023, (attached hereto as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Task 1 of Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the DISTRICT. The Consultant shall have no power or authority by this Contract to bind the DISTRICT in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the DISTRICT. The DISTRICT shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by the DISTRICT.

B. Consultant's failure to complete work in accordance with Section 2A may result in delayed compensation as described in Section 3.

C. The term of the Contract is three years from August 2, 2023.

3. COMPENSATION:

A. The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed thirty thousand (\$30,000) per Fiscal Year, without the DISTRICT's prior written approval. Consultant's fees shall be as specified in their proposal, which is included in **Exhibit "A"**.

B. Said amount shall be paid upon submittal of a monthly billing. Consultant shall furnish the DISTRICT with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the DISTRICT's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the DISTRICT, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by the DISTRICT by giving not less than thirty (30) calendar days' written notice by email or by US mail of intent to terminate.

B. The DISTRICT may temporarily suspend this Contract, at no additional cost to the DISTRICT, provided that the Consultant is given written notice in accordance with Section 4A of temporary suspension. If the DISTRICT gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT by virtue of any breach of this Contract by Consultant, and the DISTRICT may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the DISTRICT from Consultant is determined.

D. In the event of termination, and so long as Consultant is not in default of its obligations under the Contract, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the DISTRICT shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. INTENTIONALLY OMITTED

7. PROPERTY OF THE DISTRICT:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the DISTRICT, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the DISTRICT shall be entitled to, and the Consultant shall deliver to the DISTRICT, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the DISTRICT which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the DISTRICT.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

B. Consultant warrants to the DISTRICT that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted to any third party.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the DISTRICT's conflict of interest code in accordance with the category designated by the DISTRICT, unless the DISTRICT General Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the DISTRICT code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the DISTRICT conflict of interest code if, at any time after the execution of this Contract, the DISTRICT determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict-of-interest code and as directed by the DISTRICT.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the DISTRICT, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The DISTRICT shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the DISTRICT, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the DISTRICT. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the DISTRICT as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the DISTRICT with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the DISTRICT. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the DISTRICT as a material breach of this Contract. Approval of the insurance by the DISTRICT shall not relieve or decrease any liability of Consultant.

1. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$500,000.00** per occurrence and **\$1,000,000** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 0714 naming the DISTRICT, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the DISTRICT, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the DISTRICT shall be primary as respects the DISTRICT, its officers, officials, employees and any insurance or self insurance maintained by the DISTRICT, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$500,000** per claim.

C. In addition to any other remedy the DISTRICT may have, if Consultant fails to maintain the insurance coverage as required in this Section, the DISTRICT may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the DISTRICT may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the DISTRICT.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to the DISTRICT and are subject to the consent and approval of the DISTRICT, which shall not be unreasonably withheld.

17. MISCELLANEOUS PROVISIONS:

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the DISTRICT and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

the DISTRICT: Blake Johnson
PO Box 673
889 Drever Street
West Sacramento, CA 95691
BJohnson@rd900.org
916-371-1483

Consultant: Dustin N. Dumars

F. This Contract shall be interpreted and governed by the laws of the State of California.

[Signatures on following page]

RECLAMATION DISTRICT NO. 900

By: _____
Martha Guerrero, RD 900 President

ATTEST:

By: _____
Blake Johnson, RD 900 General Manager

APPROVED AS TO FORM:

By: _____
Ralph R. Nevis, RD 900 Attorney

CONSULTANT

By: _____
Title:

EXHIBIT A

Consultant Proposal/Scope of Work

Task 1



EXHIBIT A

2950 Beacon Blvd. #70
 West Sacramento, CA 95691

July 24, 2023

Blake Johnson
 Reclamation District 900
 889 Drever Street
 West Sacramento, CA 95691

Dear Blake:

The following is a list of services available from Dustin N. Dumars, CPA for Reclamation District 900. We hope to better meet your expectations of service from our firm by clearly identifying the particular services to be provided and their frequency. Our services will continue until notified to terminate by either party by writing.

You are responsible for assuming all management responsibilities, and for overseeing any bookkeeping services, or other services we provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

None of the services can be relied on to disclose errors, fraud, or illegal acts. However, we will inform you of any material errors and of any evidence or information that comes to our attention during the performance of our services, that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our services procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

We have marked the frequency of the services that we expect to provide. Please review the information below and make any changes necessary.

	Monthly	Quarterly	Annually
Bookkeeping Services			
Record journals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Post general ledger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Post other ledgers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reconcile bank statements (specify)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Post earnings records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prepare payroll tax returns	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prepare W-2s	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other bookkeeping services (specify)			

Assist with adjusting entries and provide	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assist with accounting system and transaction	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Financial Statements			
<i>Preparation of Financial Statements</i>			
Balance sheet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Statement of income	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Statement of cash flows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Notes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supplementary information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special statements (specify)			
Other managerial financial reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tax Services			
Federal income tax return	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
State income tax return	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
State franchise report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other state returns (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tax planning or consultations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other tax services (specify)			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Services (specify)			
Help with yearly audit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Assist in preparation of budget	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Our fees for the listed services to be provided will not exceed \$30,000 per year. If significant additional time becomes necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.


Sincerely,

Dustin N. Dumars, CPA

Acknowledged:
Reclamation District 900

General Manager

Date

MEETING DATE: August 2, 2023		ITEM # 5	
 SUBJECT: CONSIDERATION OF RESOLUTION 2023-08-05 AUTHORIZING THE GENERAL MANAGER TO SIGN A PROJECT PARTNERSHIP AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES			
INITIATED OR REQUESTED BY: <input checked="" type="checkbox"/> Counsel <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		REPORT COORDINATED OR PREPARED BY: Blake Johnson, General Manager	
ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action	

OBJECTIVE

The objective of this report is to present sufficient information to the Reclamation District 900 (RD 900/District) Board of Trustees (Board) for Resolution 2023-08-05 to authorize the General Manager to sign a Project Partnership Agreement and any amendment thereof with the State of California Department of Water Resources for the State-Federal Flood Control System Modification Program titled “RD 900 Critical Seepage/Critical Erosion/Patrol Road Repair”.

RECOMMENDED ACTION

Staff respectfully recommends that the Board adopt Resolution 2023-08-05 authorizing the General Manager to sign the Project Partnership Agreement and any amendment thereof.

BACKGROUND

The California Department of Water Resources (DWR) has determined that RD 900 is eligible for funding under the Flood System Repair Project (FSRP) to repair identified sites within the District’s maintenance area. FSRP is focused on assisting Local Maintaining Agencies (LMAs) in implementing flood risk reduction projects on State Plan of Flood Control (SPFC) facilities. The funding under FSRP is subject to cost-share provisions; therefore, interested LMAs will be required to enter into a Project Partnership Agreement (PPA) with DWR.

DWR can fund up to 95% of the repair project costs for economically disadvantaged areas and up to 90% in other areas. The final cost share will be determined as a component of the PPA.

This PPA is for eligible levee crown and access roads repairs as necessary to ensure flood fight all-weather access capability.

ANALYSIS

The District would be eligible up to 90% match from the State for costs incurred to address access deficiencies on the District’s levee and access roads. Final project details and costs have not yet been finalized but are in the process. It is anticipated that the cost of the project would be \$300,000 in which the District would be responsible for \$30,000.

The final cost of the project will be brought before the Board for approval once determined. This Resolution allows the General Manager to sign the Project Partnership Agreement.

Alternatives

The District’s alternatives are as follows:

1. Adopt Resolution 2023-08-05; or
2. Decline Resolution 2023-08-05.

Staff recommends Alternative 1. The State will fund up to 90% of the costs to address access concerns on the District’s levee roads and access roads.

Coordination and Review

This report was developed by District management in coordination with the District Counsel.

Budget/Cost Impact

The District would be responsible for 10% of the project cost or an estimated \$30,000, depending on the scope of the work undertaken. The final cost of the project will be brought before the Board for approval once determined.

ATTACHMENTS

1. Resolution 2023-08-05

Exhibit E: RESOLUTION ACCEPTING FUNDS

Resolution No. 2023-08-05

Resolved by the **Board of Trustees** of the **Reclamation District 900**,

that pursuant and subject to all of the terms and provisions of the Flood System Repair Program, that the funds awarded to **Reclamation District 900** by the California Department of Water Resources for a State-Federal Flood Control System Modification Program project titled: **RD 900 Critical Seepage/Critical Erosion/Patrol Road Repair** are hereby accepted.

The General Manager, or designee of **Reclamation District 900**
(Title of Authorized LMA Representative)

is hereby authorized and directed to sign a Project Partnership Agreement and any amendment thereof with the California Department of Water Resources and to sign requests for disbursements to be made under this Project Partnership Agreement.

The General Manager, or designee of **Reclamation District 900**
(Title of Authorized LMA Representative)

is hereby authorized and directed to submit any required documents, invoices, and reports required by the Project Partnership Agreement.

Passed and adopted at a regular meeting of the Board of Trustees
(Governing Body, Board, Agency, or Other)

of the **Reclamation District 900** on August 2, 2023.
(Date)


Authorized Signature _____

Printed Name _____

Title _____

Clerk/Secretary Signature _____

Printed Name _____

MEETING DATE: August 2, 2023		ITEM # 6	
 SUBJECT: CONSIDERATION TO ENDORSE SMUD'S EMERGENCY REPAIR ALONG TULE CANAL FOR THE CENTRAL VALLEY FLOOD PROTECTION BOARD			
INITIATED OR REQUESTED BY: <input type="checkbox"/> Counsel <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		REPORT COORDINATED OR PREPARED BY: Blake Johnson, General Manager	
ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action	

OBJECTIVE

The objective of this report is to obtain the Reclamation District 900 (District) Board of Trustees (Board) approval to endorse SMUD's Emergency Repair along Tule Canal for the Central Valley Flood Projection Board (CVFPB).

RECOMMENDED ACTION

Staff respectfully recommends that the Board endorse SMUD's encroachment permit for the CVFPB.

BACKGROUND

In 2022, SMUD was alerted to an erosion issue along the Tule Canal adjacent to their gas transmission line. SMUD installed erosion control measures to prevent further erosion. Tule Canal runs parallel to RD 900's western most levee.

ANALYSIS

RD 900 has jurisdiction over the operations and maintenance corridor along the Tule Canal in this location. This project did not interfere with the District's operations and maintenance.

The project has been constructed. Since this project was constructed under emergency conditions, SMUD is finalizing all required permits which they would have applied for if not for this emergency.

Alternatives

Staff recommends the Board approve and sign the endorsement for this project.

Coordination and Review

This report was prepared in coordination with District counsel.

Budget/Cost Impact

There is no cost to the District.

ATTACHMENT

Application CVFPB Encroachment Permit

APPLICATION FOR A CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMIT

Application No. _____ (For Office Use Only)

1. Description of proposed work being specific to include all items that will be covered under the issued permit.

SMUD was alerted to an erosion issue along the slope of an irrigation canal adjacent to our gas transmission line, 700A. SMUD installed approximately 47 cubic yards of rip-rap along approximately 80 feet of the irrigation canal's western bank as a temporary fix to the erosion caused by water pumped into the canal at this location.

2. Project Location: Yolo Bypass County, in Section Yolo County Township: 08N, Section 7 (N) (S), Range: 04E (E) (W), M. D. B. & M. Latitude: 38.56179 Longitude: -121.58346 Stream: Irrigation Ditch, Levee: Toe Drain Canal Designated Floodway: Yolo Bypass APN: 033-560-004-000

3. SMUD/State of California C/O Wildlife Conservancy Br of 6201 S Street Name of Applicant / Land Owner Address Sacramento CA 95817 916-732-7466 City State Zip Code Telephone Number ammon.rice@smud.org E-mail

4. Name of Applicant's Representative of Company City State Zip Code Telephone Number E-mail

5. Endorsement of the proposed project from the Local Maintaining Agency (LMA):

We, the Trustees of Reclamation District No. 0900 (West Sac) approve this plan, subject to the following conditions: Name of LMA

Conditions listed on back of this form Conditions Attached No Conditions

Trustee Date Trustee Date Trustee Date Trustee Date

Environmental Assessment Questionnaire for Applications for Central Valley Flood Protection Board Encroachment Permits – Supplemental Information

1. SMUD reviewed and determined that the Project is categorically exempt from the provisions of CEQA pursuant to Section 15301 (Existing Facilities). Section 15301 applies to projects that consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alternations of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. All work was within the existing SMUD easement and there was no possibility that the activity may have a significant effect on the environment.
4. Maintenance of SMUD's existing gas pipeline within the existing easement does not require a variance or conditional use permit by a city or county.
5. Operation and maintenance of SMUD's gas pipeline is conducted within an easement that allows for such activities to occur.
7. Prior to construction activity, SMUD coordinated with the California Department of Fish and Wildlife, managers of the Yolo Bypass Wildlife Area, and implemented avoidance measures to ensure that no sensitive species were affected. A qualified biologist conducted a preconstruction survey, including each morning of the work and staging areas, and was onsite to monitor all work activities. No sensitive resources were observed or affected, and no compliance issues were observed. Common species observed included American crow, common raven, red-winged blackbird, lesser goldfinch, house finch, great egret, snowy egret, great-blue heron, western meadowlark, western kingbird, mourning dove, northern mockingbird, song sparrow, turkey vulture, mallard, killdeer, Virginia opossum, and American bullfrog.
8. Prior to construction activity, SMUD coordinated with the California Department of Fish and Wildlife, managers of the Yolo Bypass Wildlife Area, and implemented avoidance measures to ensure that no sensitive species were affected. A qualified biologist conducted a preconstruction survey, including each morning of the work and staging areas, and was onsite to monitor all work activities. No sensitive resources were observed or affected, and no compliance issues were observed. SMUD performed the erosion repair after notifying the California Department of Fish and Wildlife, U.S. Army Corps of Engineers, and California Regional Water Quality Control Board, starting on Thursday May 5, 2022 and the work was completed on Saturday May 7, 2022.
9. SMUD installed approximately 47 cubic yards of rip-rap along approximately 80 feet of the irrigation canal's western bank as a temporary fix to the erosion caused by water pumped into the canal at this location. SMUD shifted the minimum amount of soil necessary along the bank to remove incising and create

a uniform slope, erosion control fabric was placed over the slope, and rip-rap was installed for rock slope protection along the west bank. No soils were removed from the site and no spoil piles were created. Rip-rap was tracked in from a staging area just north of the work area. No changes were made to the present uses of the site.

10. SMUD installed approximately 47 cubic yards of rip-rap along approximately 80 feet of the irrigation canal's western bank as a temporary fix to the erosion caused by water pumped into the canal at this location. No changes were made to the scenic views or existing recreational opportunities.
11. SMUD shifted the minimum amount of soil necessary along the bank to remove incising and create a uniform slope, erosion control fabric was placed over the slope, and rip-rap was installed for rock slope protection along the west bank.
13. Work was performed on Thursday May 5, 2022 and the work was completed on Saturday May 7, 2022. Activities included the use of an excavator to move rip-rap. Work was performed between 7:00AM and 5:00PM.
14. Work was performed on Thursday May 5, 2022 and the work was completed on Saturday May 7, 2022. Activities included the use of an excavator to move rip-rap. SMUD shifted the minimum amount of soil necessary along the bank to remove incising and create a uniform slope, erosion control fabric was placed over the slope, and rip-rap was installed for rock slope protection along the west bank. No soils were removed from the site and no spoil piles were created.
15. The project did not burn vegetation.
16. The area was scheduled to be flooded for agricultural use on May 9, 2022 and access for construction equipment is not feasible when the area is flooded. Therefore, the work was performed May 5, 2022 and completed on Saturday May 7, 2022.

ENVIRONMENTAL ASSESSMENT QUESTIONNAIRE FOR APPLICATIONS FOR CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMITS

This environmental assessment questionnaire must be completed for all Central Valley Flood Protection Board applications. Please provide an explanation where requested. Incomplete answers may result in delays in processing permit applications. Failure to complete the questionnaire may result in rejection of the application.

1. Has an environmental assessment or initial study been made or is one being made by a local or State permitting agency in accordance with the California Environmental Quality Act? Yes No

If yes, identify the Lead Agency, type of document prepared or which will be prepared, and the State Clearinghouse Number:

SMUD is the Lead Agency, due to the emergency nature of the work an Notice of Exemption was not filed. See attached.

2. Will the project require certification, authorization or issuance of a permit by any local, State or federal environmental control agency? Yes No

List all other governmental permits or approvals necessary for this project or use, including U.S. Army Corps of Engineers' 404 and Section 10 permits, State Water Quality Certification, Department of Fish and Game 1600 agreement, etc. Attach copies of all applicable permits.

U.S. Army Corps RGP 8 allowing for activities requiring authorization under Section 404 to proceed for addressing an emergency situation in a timely manner.

Central Valley Regional Water Quality Control Board, Notification of Emergency Erosion Repair on SMUD Gas Transmission Pipeline 700A (WDID#5A34CR00853)

3. Give the name and address of the owner of the property on which the project or use is located. Please submit a copy of your current Title Report (Grant Deed), if your proposed project includes a private residence.

4. Will the project or use require issuance of a variance or conditional use permit by a city or county?

Yes No

Explain:

5. Is the project or use currently operating under an existing use permit issued by a local agency?

Yes No

Explain:

**ENVIRONMENTAL ASSESSMENT QUESTIONNAIRE FOR APPLICATIONS
FOR CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMITS**

6. Describe all types of vegetation growing on the project site, including trees, brush, grass, etc.

Bermuda grass (*Cynodon dactylon*), Turkey-mullein (*Croton setiger*), Wildoats (*Avena fatua*), Coastal heron's bill (*Erodium cicutarium*), Italian rye grass (*Festuca perennis*), Perennial pepperweed (*Lepidium latifolium*), Hyssop loosestrife (*Lythrum hyssopifolia*), Curly dock (*Rumex crispus*), Sow thistle (*Sonchus oleraceus*), Bullthistle (*Cirsium vulgare*), Bristly ox-tongue (*Helminthotheca echioides*), Mustard (*Hirschfeldia incana*)

7. Describe what type of wildlife or fish may use the project site or adjoining areas for habitat, food source, nesting sites, source of water, etc.

See attached.

8. Has the Department of Fish and Game, U.S. Fish and Wildlife Service, or National Marine Fisheries Service been consulted relative to the existence of, or impacts to, threatened or endangered species on or near the project site?

Yes No

Explain:

See attached.

9. Will the project or use significantly change present uses of the project area?

Yes No

Explain:

See attached.

10. Will the project result in changes to scenic views or existing recreational opportunities?

Yes No

Explain:

See attached.

11. Will the project result in the discharge of silt or other materials into a body of water?

Yes No

Explain:

See attached.

**ENVIRONMENTAL ASSESSMENT QUESTIONNAIRE FOR APPLICATIONS
FOR CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMITS**

12. Will the project involve the application, use, or disposal of hazardous materials? Yes No
If yes, list the types of materials, proposed use, and disposal plan. Provide copies of all applicable hazardous material handling plans.

13. Will construction activities or the completed project generate significant amounts of noise?
 Yes No
Explain:

14. Will construction activities or the completed project generate significant amounts of dust, ash, smoke, fumes, or odors?
 Yes No
Explain:
See attached.

15. Will the project activities or uses involve the burning of brush, trees, or construction materials, etc?
 Yes No
Explain, and identify safety and air pollution control measures:
See attached.

16. Will the project affect existing agricultural uses or result in the loss of existing agricultural lands?
 Yes No
Explain:
See attached.

**ENVIRONMENTAL ASSESSMENT QUESTIONNAIRE FOR APPLICATIONS
FOR CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMITS**

17. Have any other projects similar to the proposed project been planned or completed in the same general area as the proposed project?

Yes No

Explain and identify any other similar projects:

18. Will the project have the potential to encourage, facilitate, or allow additional or new growth or development?

Yes No

Explain:

This was a emergency maintenance project needed to protect critical infrastructure. No new growth or development would result from this project.

19. Will materials be excavated from the floodplain? Yes No If yes, please answer the remaining questions.

**THE REMAINING QUESTIONS MUST ONLY BE ANSWERED IF THE ANSWER TO QUESTION
NO. 19 WAS "YES". IF THE ANSWER TO QUESTION NO. 19 WAS "NO", YOU DO NOT
NEED TO COMPLETE THE REMAINING QUESTIONS.**

A. What is the volume of material to be excavated?

Annually _____ Total _____

B. What types of materials will be excavated?

C. Will the project site include processing and stockpiling of material on site?

Yes No

Explain:

D. What method and equipment will be used to excavate material?

ENVIRONMENTAL ASSESSMENT QUESTIONNAIRE FOR APPLICATIONS
FOR CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMITS


E. What is the water source for the project?

F. How will waste materials wash water, debris, and sediment be disposed of?

G. What is the proposed end land use for the project site?

H. Has a reclamation plan been prepared for this site in accordance with the Surface Mining and Reclamation Act of 1975?

Yes No If yes, please attach a copy.

MEETING DATE: August 2, 2023		ITEM # 7	
 SUBJECT: CONSIDERATION TO ENDORSE THE CITY OF WEST SACRAMENTO'S FENCE REPLACEMENT AND SECURITY FENCING AT WATER TREATMENT INTAKE STRUCTURE FOR THE CENTRAL VALLEY FLOOD PROTECTION BOARD AND TO APPROVE DISTRICT ENCROACHMENT PERMIT			
INITIATED OR REQUESTED BY: <input checked="" type="checkbox"/> Counsel <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		REPORT COORDINATED OR PREPARED BY: Blake Johnson, General Manager	
ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action	

OBJECTIVE

The objective of this report is to obtain the Reclamation District 900 (District) Board of Trustees (Board) approval to endorse the proposed City of West Sacramento's Fence Replacement and Security Fencing at the City's Water Treatment Intake Structure along the Sacramento River for the Central Valley Flood Projection Board (CVFPB). The City will also need to obtain an encroachment permit from the District.

RECOMMENDED ACTION

Staff respectfully recommends that the Board endorse the City of West Sacramento's encroachment permit for the CVFPB and approve the District's encroachment permit.

BACKGROUND

The City of West Sacramento Water Treatment Plant was constructed in 1987. Fencing was placed along the levee crown of the west levee of the Sacramento River to prevent trespassing into the intake structure. Access gates were placed at either end of this fencing for vehicle access. These gated access points allow for pedestrian access.

Over the last several months, vandalism has occurred at the intake structure. More secure fencing is necessary to prevent both vehicle and pedestrian traffic from accessing the intake structure.

ANALYSIS

RD 900 has jurisdiction over the operations and maintenance corridor along the Sacramento River in this location. This project does not interfere with the District's operations and maintenance. The City will provide the District with a key so that the District can continue to maintain the vegetation along the levee.

The City of West Sacramento will need to permit this project through the Central Valley Flood Protection Board due to encroachment of the fencing onto the levee prism.

Alternatives

Staff recommends the Board approve and sign the endorsement and approve the encroachment permit for this project.

Coordination and Review

This report was prepared in coordination with District counsel.

Budget/Cost Impact

There is no cost to the District.

ATTACHMENT

- RD 900 Encroachment Permit
- Application CVFPB Encroachment Permit
- Location Map, Cross Section(s), Fence Details

APPLICATION

Name of Applicant: City of West Sacramento
Mailing Address: 400 N. HARBOR BLVD, West Sacramento, CA 95605
Phone Number: 916-617-4870
Email: chris@cityofwestsacramento.org

Application is hereby made to the Trustees of Reclamation District 900 for permission to encroach on the District easement as follows: (Describe the work to be done, attach plans and drawings as necessary)

We are replacing our existing fence for Security measures. We would like to add two cross Section Security barriers with swing gates for access when work needs to be done on the intake structure. (Please see the attached photo of the locations of the proposed Security barriers and gates)

The easement referred to above is located as follows: George Kristuff WTP site intake structure area APN # 014-741-001-000

Nearest cross streets HARBOR BLVD and Riverbank Rd

We anticipate the work to start on or about September 18, 2023 (date)

Respectfully submitted,

Chris Kania, WTP Superintendent
400 N. Harbor Blvd
(address)

Date: 7/24/2023

To the Reclamation District 900 Board of Trustees, the above application for an encroachment permit is referred to you for consideration,

[Signature]
General Manager, Reclamation District 900

Date: 7/27/23

PERMIT # 2023-04

To Chris Kania, City of West Sacramento
400 North Harbor Blvd.
West Sacramento, CA 95605

Permission is hereby granted to encroach upon an easement or right of way of Reclamation District 900, herein called District, in the following manner:

Installation of security fencing along the Sacramento River West Levee near the City of West Sacramento's Water Treatment Intake Structure per attached drawings. Fencing will be perpendicular to the existing fencing the runs parallel to the levee/North Harbor Blvd.

This permit is granted upon the following conditions which, by acceptance of this permit, permittee agrees to perform:

1. This permit shall be cancelled and void unless the work contemplated hereunder is initiated within 120 days from the date of issuance and diligently prosecuted to completion.
2. Written Notice will be given to the District at least three (3) days prior to commencement of the work above described. Notice shall be sent to Blake Johnson, BJohnson@rd900.org.
3. The permittee shall indicate his acceptance of this permit and the terms and conditions thereof, by executing the form of acceptance on one copy of this permit and returning it to the District.
4. The permittee shall fully comply with each and every recommendation and requirement set forth herein as well as in the report from the District's Engineer regarding the encroachment above described.
5. This permit does not grant a right to use or construct works on land owned by others.
6. This permit does not establish any precedent with respect to any other application received by the District.
7. To the fullest extent permitted by law, permittee shall indemnify, hold and save the District harmless of and from any liability which may be incurred through injury to person or damage to property arising out of or connected with the construction or installation of the encroachment above described, and from any such liability arising out of or in connected with the maintenance and operation of such encroachment, except where responsibility for maintenance thereof is accepted by the District in writing.
8. If the encroachment above described constitutes the replacement of an open ditch or canal of the District with a covered pipe or conduit, then the pipe or conduit so installed (shall) (shall not) become the property of the District.
9. The project site shall be restored to the condition that existed prior to commencement of work, except for such improvements as are approved in this permit.
10. Permittee shall acquire no easement or property right in or to the property or right of way of the District by virtue of this permit and the District does not hereby relinquish any right or title therein.
11. Except as herein otherwise provided, all cost of maintenance, repair and replacement of the encroachment above described shall be borne by permittee. Permittee shall, whenever instructed by the District to do so, repair, replace or relocate such encroachment in the manner prescribed by the District whenever the District shall determine that such repair, replacement or relocation is required in the interest of the District. Any such repair, replacement or relocation ordered by the District that is: (a) not completed by the permittee within thirty (30) days after written notice has been given by the District of such required repair, replacement or relocation; or (b) in the case of repair, replacement, or relocation that cannot be completed within thirty (30) days despite permittee's diligent efforts, is not initiated within thirty (30) days of the written notice and then diligently brought to completion by permittee without unnecessary delay,

PERMIT # 2023-04

may be performed by the District, at permittee's expense and permittee shall promptly reimburse the District for such repair, replacement or relocation.

12. If the permitted encroachment causes physical damage to the District's facilities, real property, or improvements, or otherwise interferes with the District's ongoing maintenance and operation of its reclamation facilities, the permittee shall, whenever instructed by the District to do so, repair, replace or rectify in the manner prescribed by the District such damage or interference at the permittee's sole expense. Any such repair, replacement or other work ordered by the District that is: (a) not completed by the permittee within thirty (30) days after written notice has been given by the District of such required repair, replacement or other work; or (b) in the case of repair, replacement, or other work that cannot be completed within thirty (30) days despite permittee's diligent efforts, is not initiated within thirty (30) days of written notice and then diligently brought to completion by permittee without unnecessary delay, may be performed by the District, at permittee's expense and permittee shall promptly reimburse the District for such repair, replacement or other work.

13. Permittee shall, promptly on the expiration or other termination of this permit, cause to be removed the encumbrance or encroachment above described and shall return the property of the District to the condition existing prior to the issuance of the permit.

14. The District reserves the right of access to the portion of its easement and right of way above described for such maintenance, repairs or alterations of the District facilities or of the facilities described above as may be required for reclamation purposes. The District shall not be responsible for any damage done to surface improvements of permittee whether herein permitted or otherwise where necessary as part of the ordinary and necessary access to or exercise of its easement and right of way for reclamation purposes and need not replace any paving, concrete or other improvement required to be removed or disturbed in the process of such maintenance, repair or alteration. Permittee shall reimburse the District for any increased cost of such access occasioned by the improvements of permittee described herein.

15. Permittee may make no alteration or improvement of any portion of the District's easement and right of way not specifically herein permitted nor alter or remove any portion of the encroachment or improvement herein described without further permit from the District.

16. Permittee shall obtain and maintain in force throughout the period of construction a comprehensive general liability policy in a combined single limit of not less than \$ 2,000,000.00 covering construction activities undertaken by or for Permittee hereunder and shall name Reclamation District 900 as an additional insured.

17. This permit is revocable in whole or part by the District on thirty (30) days written notice to permittee when such revocation is determined by the Board of Trustees to be necessary for District purposes.

18. Upon failure of permittee to conform to any of the covenants and conditions herein specified this permit shall, at the option of the District, cease and terminate and the District may remove encroachment or improvement above described together with any appurtenances thereto located with the easement and right of way of the District and permittee shall promptly pay to the District all costs and expenses incurred in such removal.

19. If the project or any portion thereof, is to be abandoned in the future, the permittee or successor shall abandon the project under direction of the District, at the permittee's or successor's cost and expense.

20. Upon completion of the project, the permittee shall submit as-built plans to: Reclamation District 900, 889 Drever Street, West Sacramento CA, 95691, or such other address as the District shall designate in writing to the permittee.

21. See attached Special conditions if box checked.

PERMIT # 2023-04

Dated: _____, 20____

Reclamation District 900

By: _____

Reclamation District 900

ACCEPTANCE

Permittee hereby accepts the above permit and agrees to comply with all of the requirements thereof.

Dated: _____, 20____

By: _____

Permittee

APPLICATION FOR A CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMIT

Application No. _____ (For Office Use Only)

1. Description of proposed work being specific to include all items that will be covered under the issued permit.

The City of West Sacramento has an intake facility on the Sacramento River in front of the Water Treatment Plant. In an effort to provide a higher level of security, we are completing maintenance work on the existing fence and increasing security on the intake structure itself. In addition we would like to add two security fences with gates on either side of the access structure to increase the level of security not currently provided. This will help restrict unauthorized access.

2. Project

Location: City of West Sacramento Intake Facility County, in Section Yolo
Township: 9 N (N) (S), Range: 4E (E) (W), M. D. B. & M.
Latitude: 38-59769 Longitude: -121.54946
Stream: Sacramento River, Levee: Sac River West Designated Floodway: Sacramento River
APN: 014-791-001-000

3. City of West Sacramento of 400 North Harbor Blvd
Name of Applicant / Land Owner Address

West Sacramento CA 95605 916-617-4870
City State Zip Code Telephone Number
chrisk@cityofwestsacramento.org
E-mail

4. Christopher Kania of City of West Sacramento
Name of Applicant's Representative Company

West Sacramento CA 95605 916-617-4870
City State Zip Code Telephone Number
chrisk@cityofwestsacramento.org
E-mail

5. Endorsement of the proposed project from the Local Maintaining Agency (LMA):

We, the Trustees of RD 900 approve this plan, subject to the following conditions:
Name of LMA

Conditions listed on back of this form Conditions Attached No Conditions

Trustee Date Trustee Date
Trustee Date Trustee Date

APPLICATION FOR A CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMIT

6. Names and addresses of adjacent property owners sharing a common boundary with the land upon which the contents of this application apply. If additional space is required, list names and addresses on back of the application form or an attached sheet.

Name	Address	Zip Code
NA		
NA		
NA		
NA		
NA		
NA		

7. Has an environmental determination been made of the proposed work under the California Environmental Quality Act of 1970? Yes No Pending

If yes or pending, give the name and address of the lead agency and State Clearinghouse Number:
This is maintenance activity

SCH No. _____

8. When is the project scheduled for construction? Tentative date is September 18th.

9. Please check exhibits accompanying this application.

- A. Regional and vicinity maps showing the location of the proposed work.
- B. Drawings showing plan view(s) of the proposed work to include map scale.
- C. Drawings showing the cross section dimensions and elevations (vertical datum?) of levees, berms, stream banks, flood plain,
- D. Drawings showing the profile elevations (vertical datum?) of levees, berms, flood plain, low flow, etc.
- E. A minimum of four photographs depicting the project site.


Signature of Applicant

7/27/2023
Date

Date

Include any additional information:

This work will help mitigate homeless security issues on the levee and around the intake facility. There have been three break-ins and thefts in the past two months. The new additions will have a 16' gate on the North side and a 20' gate on the South side for maintenance access and activity on the intake structure. The intake structure work is replacing the existing gates with new and replacing the rail around the pumps and motors.

ENVIRONMENTAL ASSESSMENT QUESTIONNAIRE FOR APPLICATIONS FOR CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMITS

This environmental assessment questionnaire must be completed for all Central Valley Flood Protection Board applications. Please provide an explanation where requested. Incomplete answers may result in delays in processing permit applications. Failure to complete the questionnaire may result in rejection of the application.

- 1. Has an environmental assessment or initial study been made or is one being made by a local or State permitting agency in accordance with the California Environmental Quality Act? Yes No
If yes, identify the Lead Agency, type of document prepared or which will be prepared, and the State Clearinghouse Number:

- 2. Will the project require certification, authorization or issuance of a permit by any local, State or federal environmental control agency? Yes No
List all other governmental permits or approvals necessary for this project or use, including U.S. Army Corps of Engineers' 404 and Section 10 permits, State Water Quality Certification, Department of Fish and Game 1600 agreement, etc. Attach copies of all applicable permits.

- 3. Give the name and address of the owner of the property on which the project or use is located. Please submit a copy of your current Title Report (Grant Deed), if your proposed project includes a private residence.

City of West Sacramento
401 North Harbor Blvd.
West Sacramento, CA 95605

- 4. Will the project or use require issuance of a variance or conditional use permit by a city or county?
 Yes No
Explain:

- 5. Is the project or use currently operating under an existing use permit issued by a local agency?
 Yes No
Explain:

I am going to say yes. This is the cities raw water intake area part of the water treatment plant site used to divert water off of the Sacramento River. We have a State permit for water diversion.

ENVIRONMENTAL ASSESSMENT QUESTIONNAIRE FOR APPLICATIONS
FOR CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMITS

6. Describe all types of vegetation growing on the project site, including trees, brush, grass, etc.

There are scrub oaks along the levee road which are not located in the project area. There is scrub grasses, poison oak along the river bank away from the project area. Mostly the area is clear as it is our access road where we want to locate the security fencing. See attached photos.

7. Describe what type of wildlife or fish may use the project site or adjoining areas for habitat, food source, nesting sites, source of water, etc.

NA

8. Has the Department of Fish and Game, U.S. Fish and Wildlife Service, or National Marine Fisheries Service been consulted relative to the existence of, or impacts to, threatened or endangered species on or near the project site?

Yes No

Explain:

This is an area already encroaching on the levee.

9. Will the project or use significantly change present uses of the project area?

Yes No

Explain:

10. Will the project result in changes to scenic views or existing recreational opportunities?

Yes No

Explain:

11. Will the project result in the discharge of silt or other materials into a body of water?

Yes No

Explain:

ENVIRONMENTAL ASSESSMENT QUESTIONNAIRE FOR APPLICATIONS
FOR CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMITS

12. Will the project involve the application, use, or disposal of hazardous materials? Yes No

If yes, list the types of materials, proposed use, and disposal plan. Provide copies of all applicable hazardous material handling plans.

13. Will construction activities or the completed project generate significant amounts of noise?

Yes No

Explain:

14. Will construction activities or the completed project generate significant amounts of dust, ash, smoke, fumes, or odors?

Yes No

Explain:

15. Will the project activities or uses involve the burning of brush, trees, or construction materials, etc?

Yes No

Explain, and identify safety and air pollution control measures:

16. Will the project affect existing agricultural uses or result in the loss of existing agricultural lands?

Yes No

Explain:

ENVIRONMENTAL ASSESSMENT QUESTIONNAIRE FOR APPLICATIONS
FOR CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMITS

17. Have any other projects similar to the proposed project been planned or completed in the same general area as the proposed project?

Yes No

Explain and identify any other similar projects:

There is existing infrastructure already in place which is being upgraded and to include the new security barrier for the raw water intake structure owned by the city.

18. Will the project have the potential to encourage, facilitate, or allow additional or new growth or development?

Yes No

Explain:

19. Will materials be excavated from the floodplain? Yes No If yes, please answer the remaining questions.

THE REMAINING QUESTIONS MUST ONLY BE ANSWERED IF THE ANSWER TO QUESTION NO. 19 WAS "YES". IF THE ANSWER TO QUESTION NO. 19 WAS "NO", YOU DO NOT NEED TO COMPLETE THE REMAINING QUESTIONS.

A. What is the volume of material to be excavated?

Annually _____ Total _____

B. What types of materials will be excavated?

C. Will the project site include processing and stockpiling of material on site?

Yes No

Explain:

D. What method and equipment will be used to excavate material?

ENVIRONMENTAL ASSESSMENT QUESTIONNAIRE FOR APPLICATIONS
FOR CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMITS

E. What is the water source for the project?

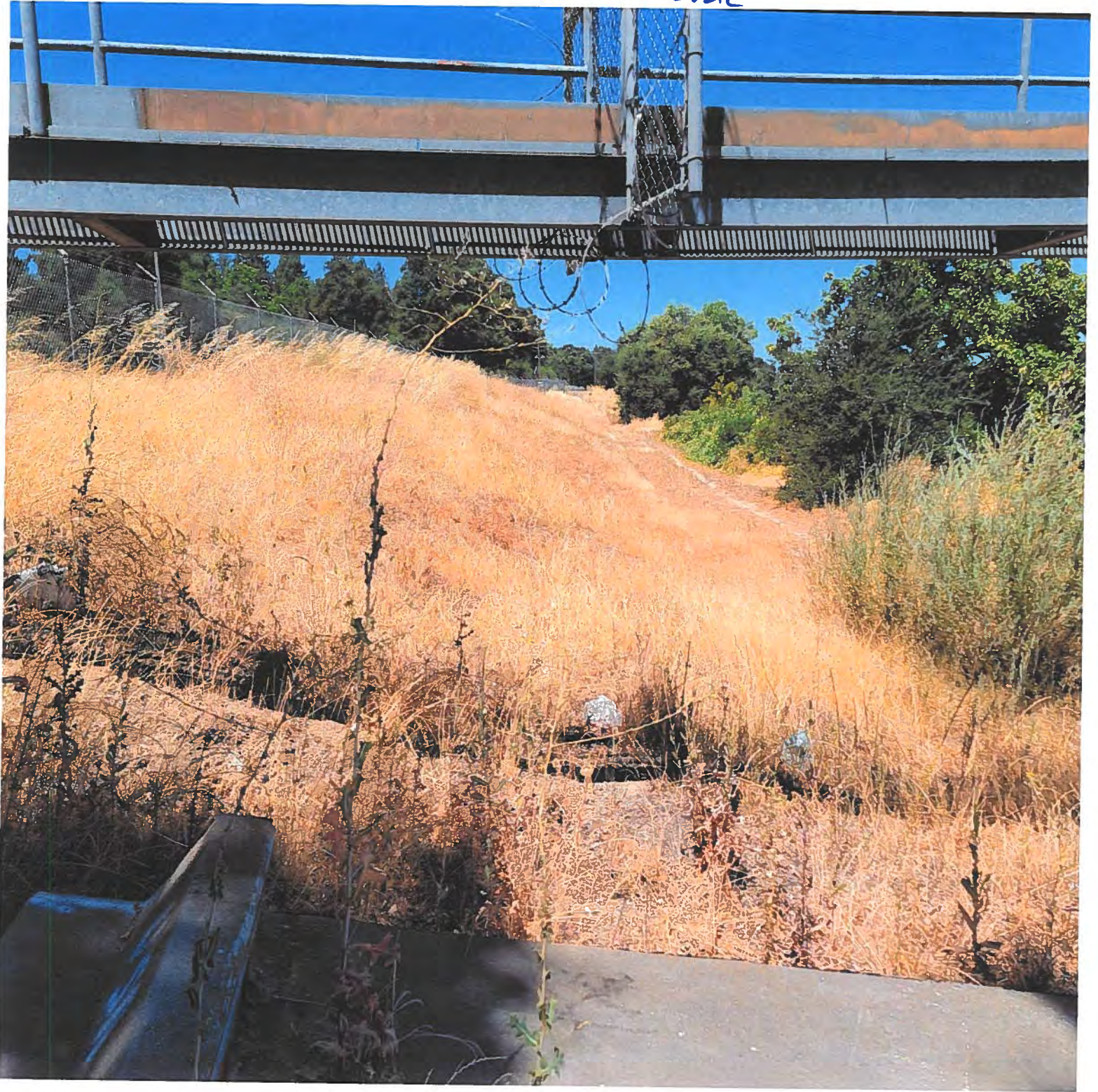
F. How will waste materials wash water, debris, and sediment be disposed of?

G. What is the proposed end land use for the project site?

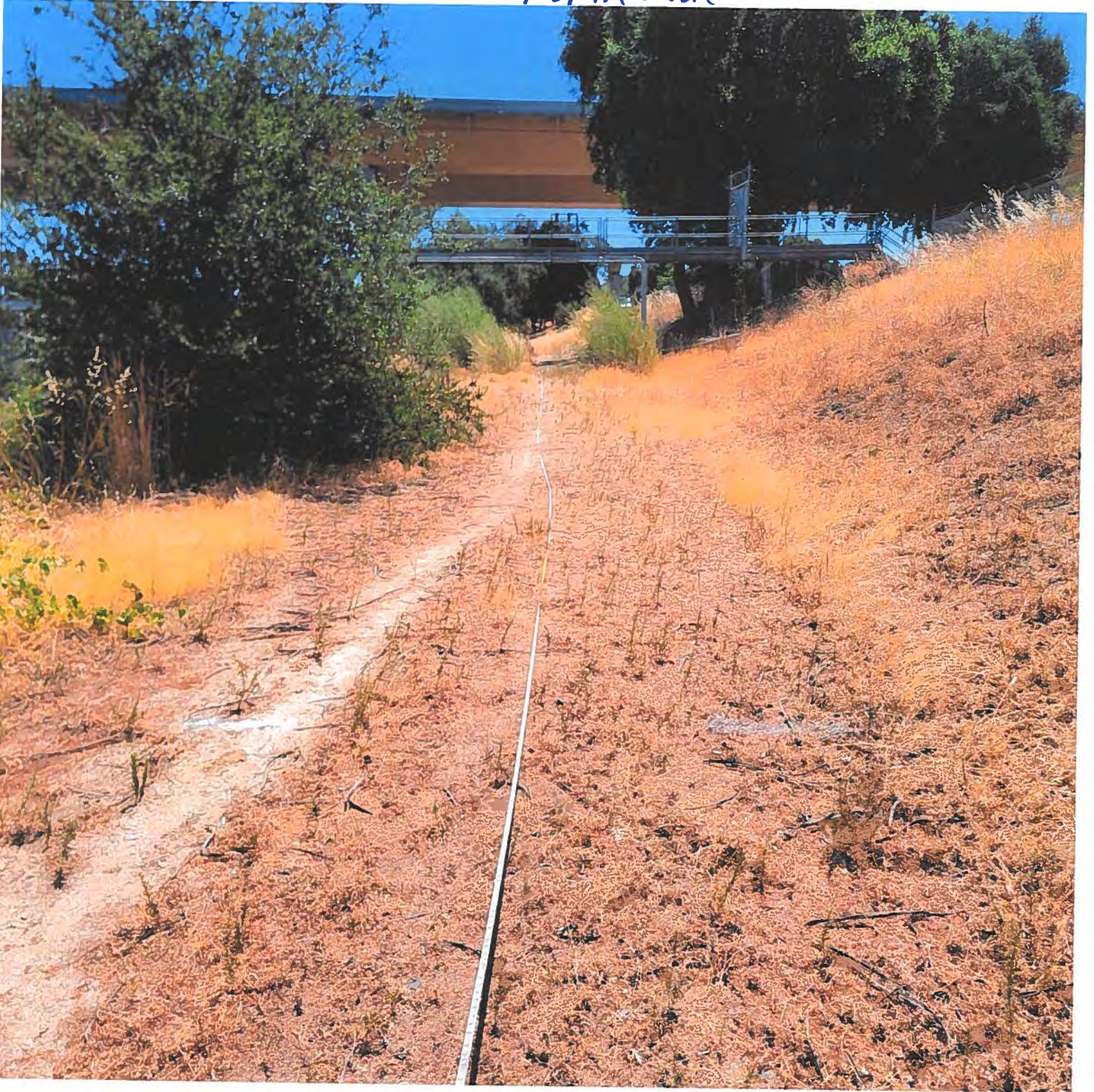
H. Has a reclamation plan been prepared for this site in accordance with the Surface Mining and Reclamation Act of 1975?

Yes No If yes, please attach a copy.

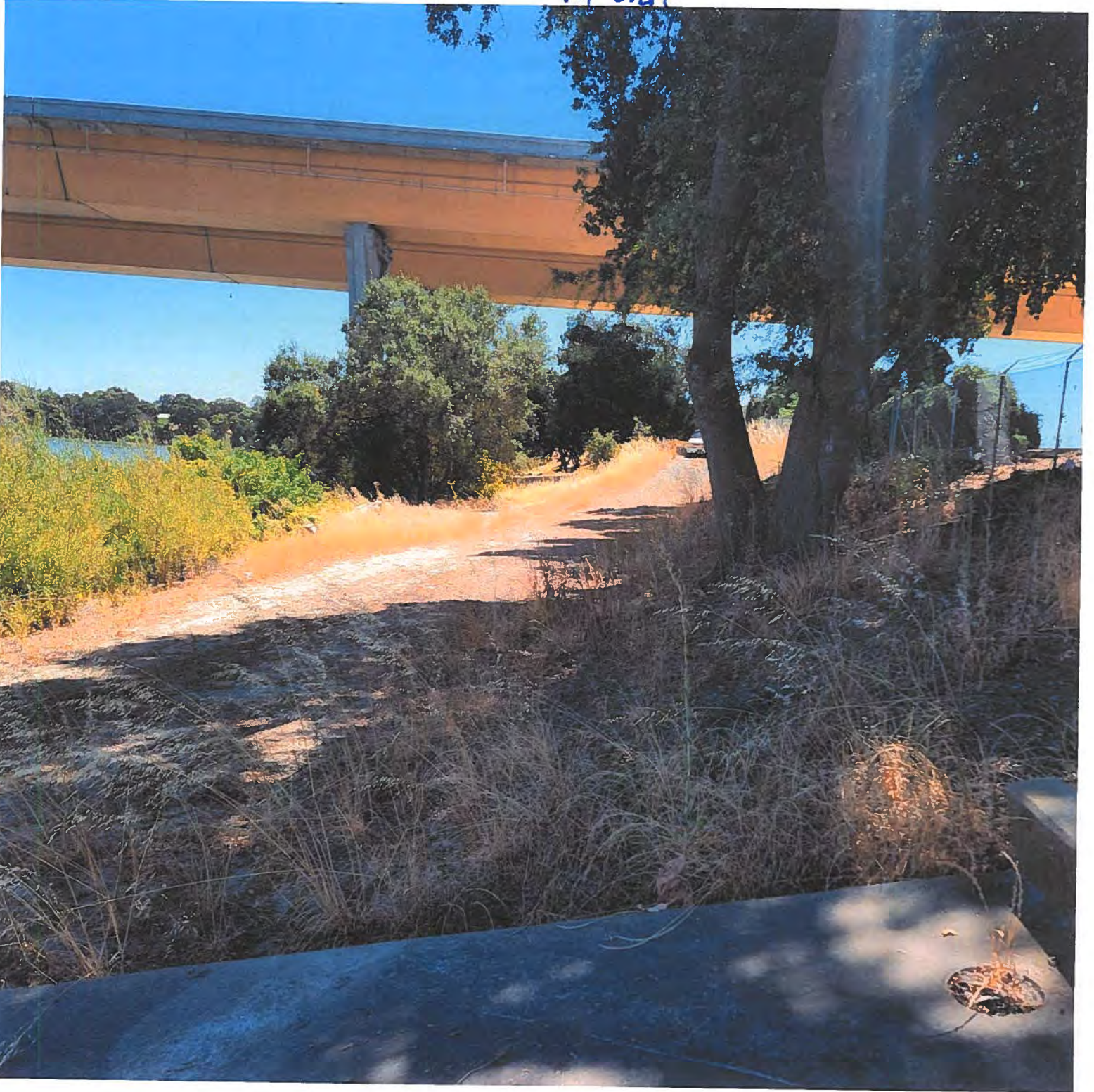
North side



North Side



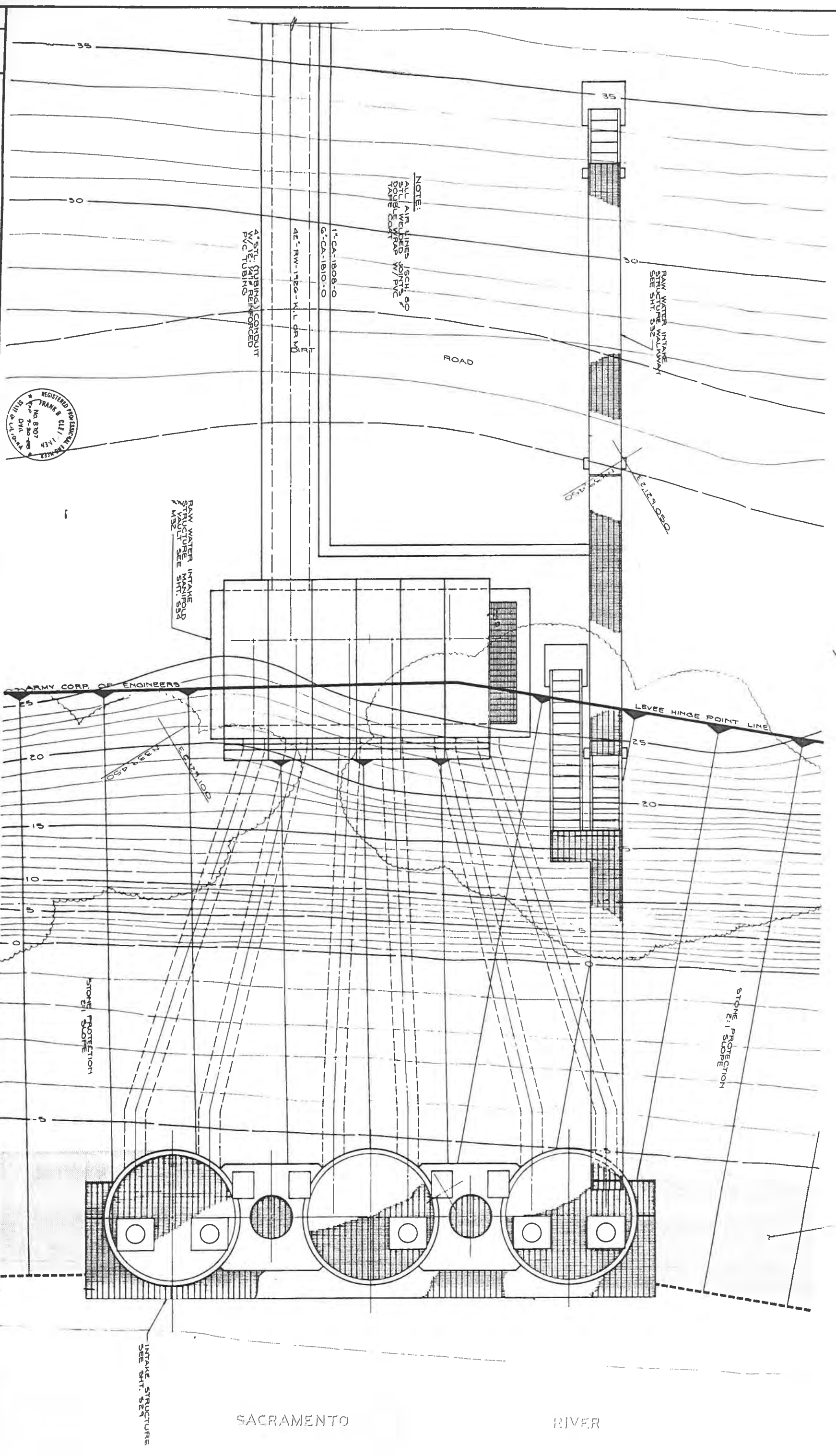
South side



South side



CONTRACTOR TO SUPPLY & PLACE
 MORE THAN 500 CUBIC FEET GREATER
 AREAS TO STABILIZE EMBANKMENT
 APPROACH OF FISH SCREEN



NOTE:
 ALL AIR LINES (SCH. 40
 STEEL WELDED JOINTS)
 TO BE WRAPPED W/ PVC
 TAPE CONT.

1" CA-1808-0
 6" CA-1810-0
 42" RW-1920-4 L GR V
 4" STL TUBING) CONDUIT
 W/ 1/2" DIA REINFORCED
 PVC TUBING

RAW WATER INTAKE
 STRUCTURE WALL/WALL
 SEE SH. 532

RAW WATER INTAKE
 STRUCTURE MAINFOLD
 VAULT SEE SH. 534

STONE PROTECTION
 2:1 SLOPE

STONE PROTECTION
 2:1 SLOPE

INTAKE STRUCTURE
 SEE SH. 529

SACRAMENTO

RIVER

NO.	DATE	DESIGNED	DATE	APPROVED
5-20-87	FOR CONSTRUCTION	KAC	1-87	1-28-87
	REVISION	DRAWN	DATE	
		R.B.	1-87	
		CHECKED	DATE	
		KAC	1-87	

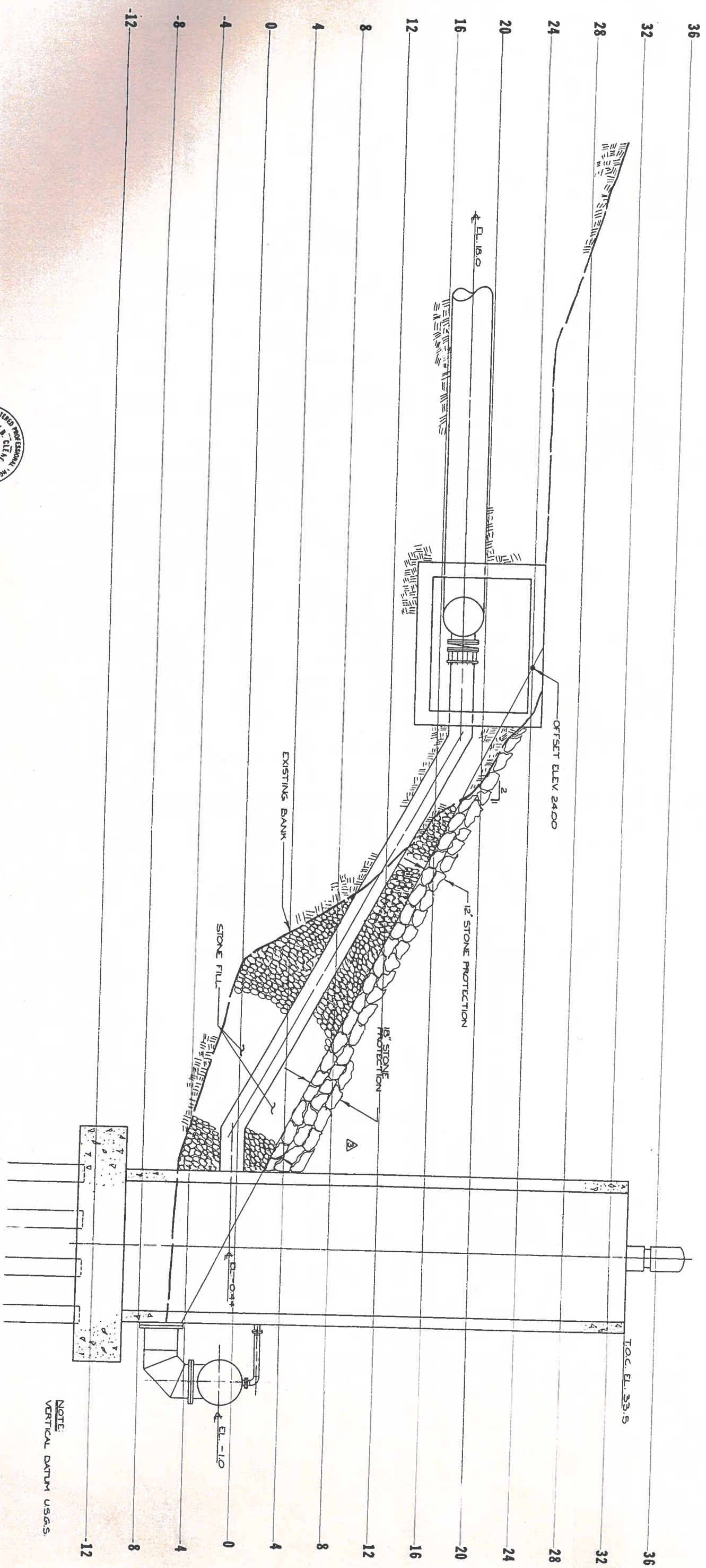


Clendenen Engineers
 12405 LOCKLEY LANE
 AUBURN, CA 95603
 (916) 836-7070

EAST YOLO COMMUNITY SERVICES DISTRICT
 CONTRACT NO. 8701
 BRYTE BEND
 WATER TREATMENT PLANT

RAW WATER INTAKE STRUCTURE
 GRADING PLAN

SCALE	1" = 4'
JOB NO.	75-285
SHT.	574 OF 70



NOTE:
VERTICAL DATUM USG.S.

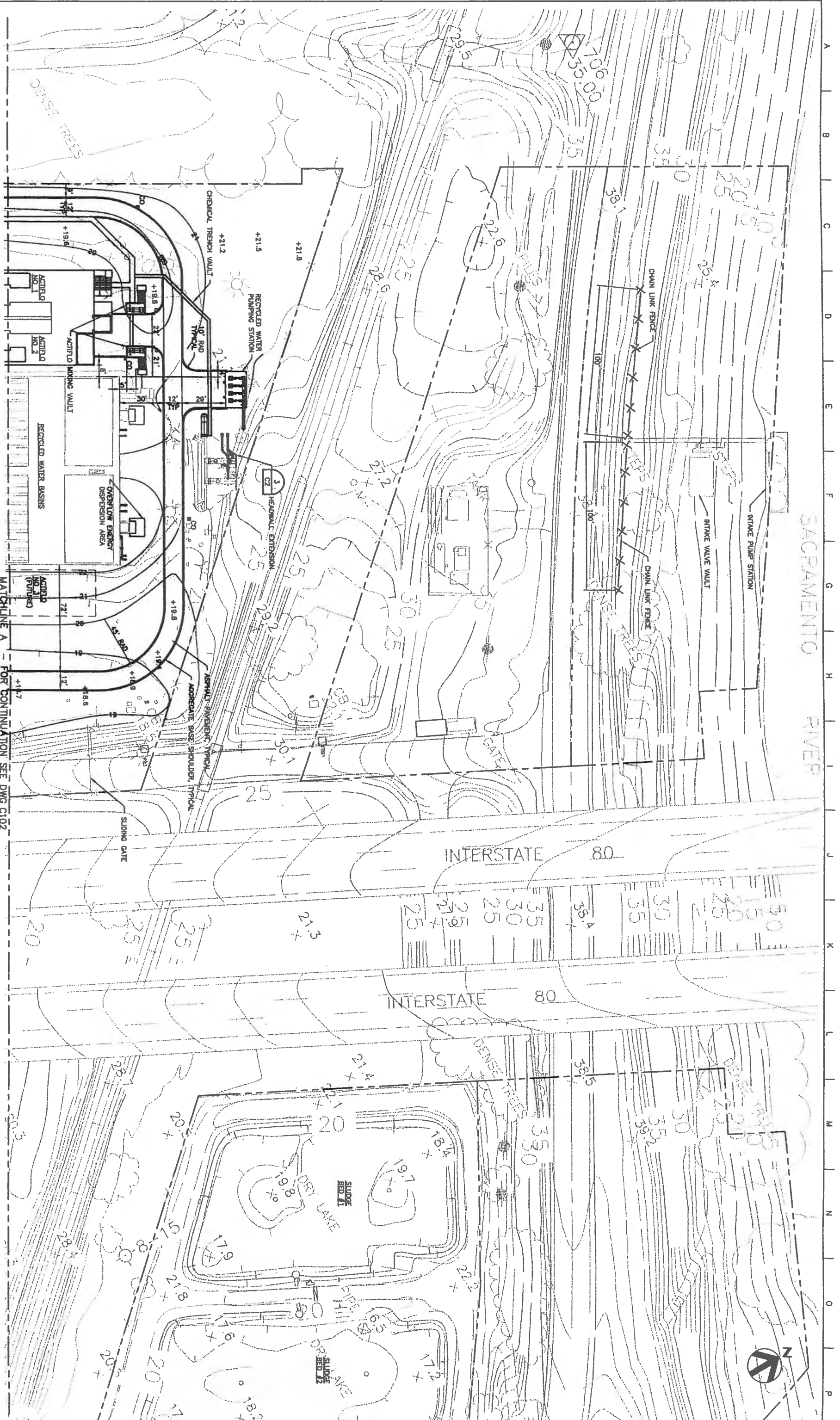


DESIGNED	DATE	APPROVED	DATE
STAFF	1-87	<i>[Signature]</i>	1-87
DRAWN			
KLW			

Clendenen Engineers

EAST TOWN COMMUNITY SERVICES DISTRICT
CONTRACT NO. 8701

SCALE
1" = 4'-0"



ISSUED FOR BIDS					
DATE	BY	CHECKED	DATE	BY	CHECKED
	RAA	DAM		DAM	RS

REGISTERED PROFESSIONAL ENGINEER
DAVID W. MURBACH
 No. 0085418
 Exp. 12/31/03
 STATE OF CALIFORNIA

HDR
 HDR Engineering, Inc.
 1800 J STREET, SUITE 200
 SACRAMENTO, CA 95811
 (916) 444-1100

<p>Project Manager: RICHARD STRATTON</p> <p>Designer: D. MURBACH</p> <p>Checker: D. MURBACH</p> <p>Reviewer: R. RAGNEW</p>	<p>CITY OF WEST SACRAMENTO ENGINEERING DIVISION 1851 SOUTH RIVER ROAD WEST SACRAMENTO, CALIFORNIA 95691</p> <p>BRYTE BEND WATER TREATMENT PLANT EXPANSION PHASE I N.O. 2221</p>
--	---

GRADING AND PAVING PLAN I

DATE: APRIL, 2002

PROJECT NO.: 07436-022-141

DWG NO.: 7436_C101.DWG

Scale: 1" = 30'

Sheet: **C101**

Block: **A**

ISSUED FOR BIDS	4/02	RAA	DMM	DMM	RS
DATE	DATE	BY	BY	BY	BY

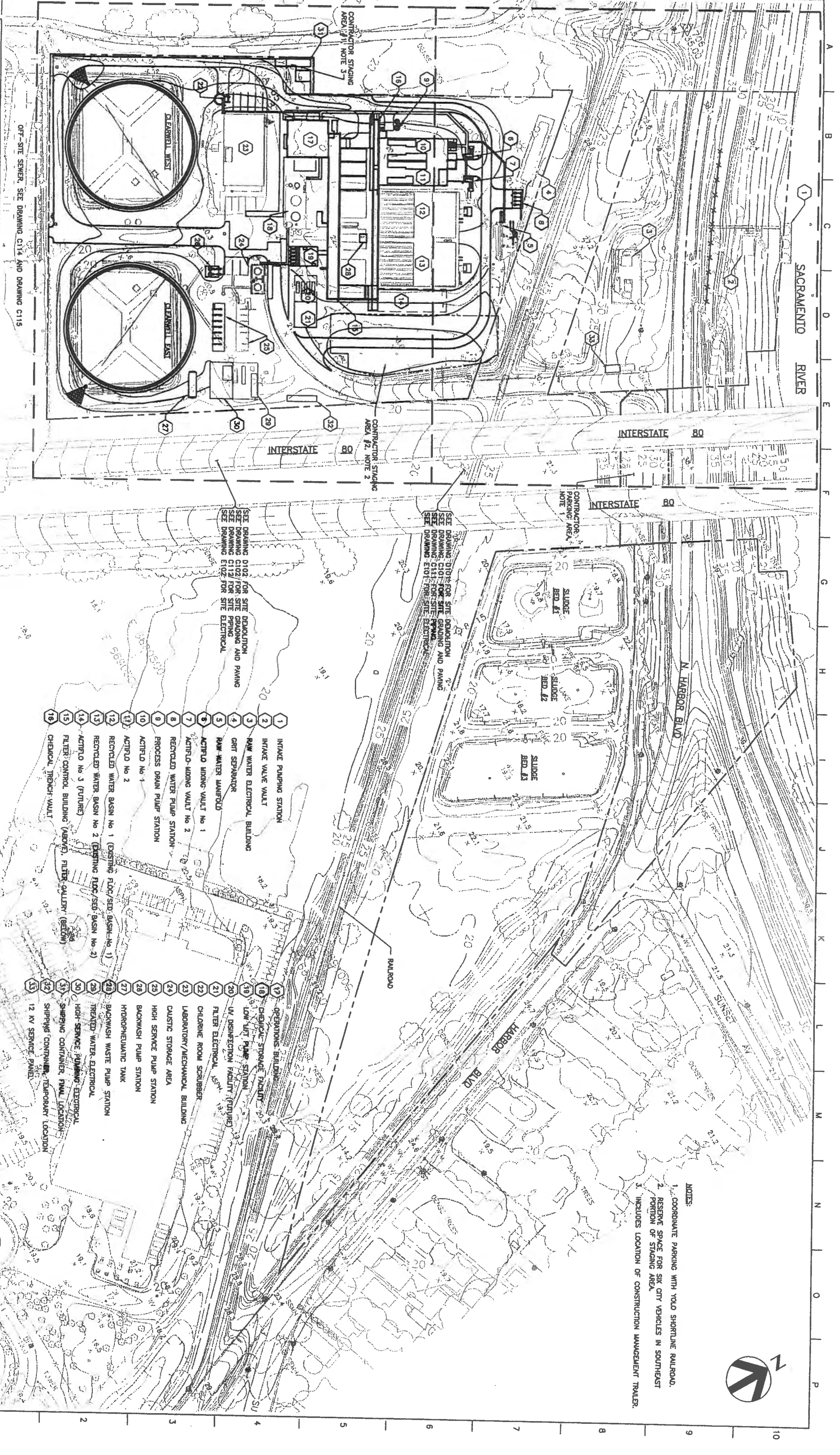


HDR
HDR Engineering, Inc.
3000 K STREET, SUITE 200
SACRAMENTO, CA 95811
TEL: 916.441.4000
FAX: 916.441.4001
WWW.HDR.COM

CITY OF WEST SACRAMENTO
ENGINEERING DIVISION
1861 SOUTH RIVER ROAD
WEST SACRAMENTO, CALIFORNIA 95691
BRYTE BEND
WATER TREATMENT PLANT
EXPANSION PHASE I

KEY PLAN

Project No. 07436-022-141
Date: APRIL, 2002
Drawing No. G10



SEE DRAWING D102 FOR SITE DEMOLITION AND PAVING
SEE DRAWING C102 FOR SITE PIPING
SEE DRAWING E102 FOR SITE ELECTRICAL

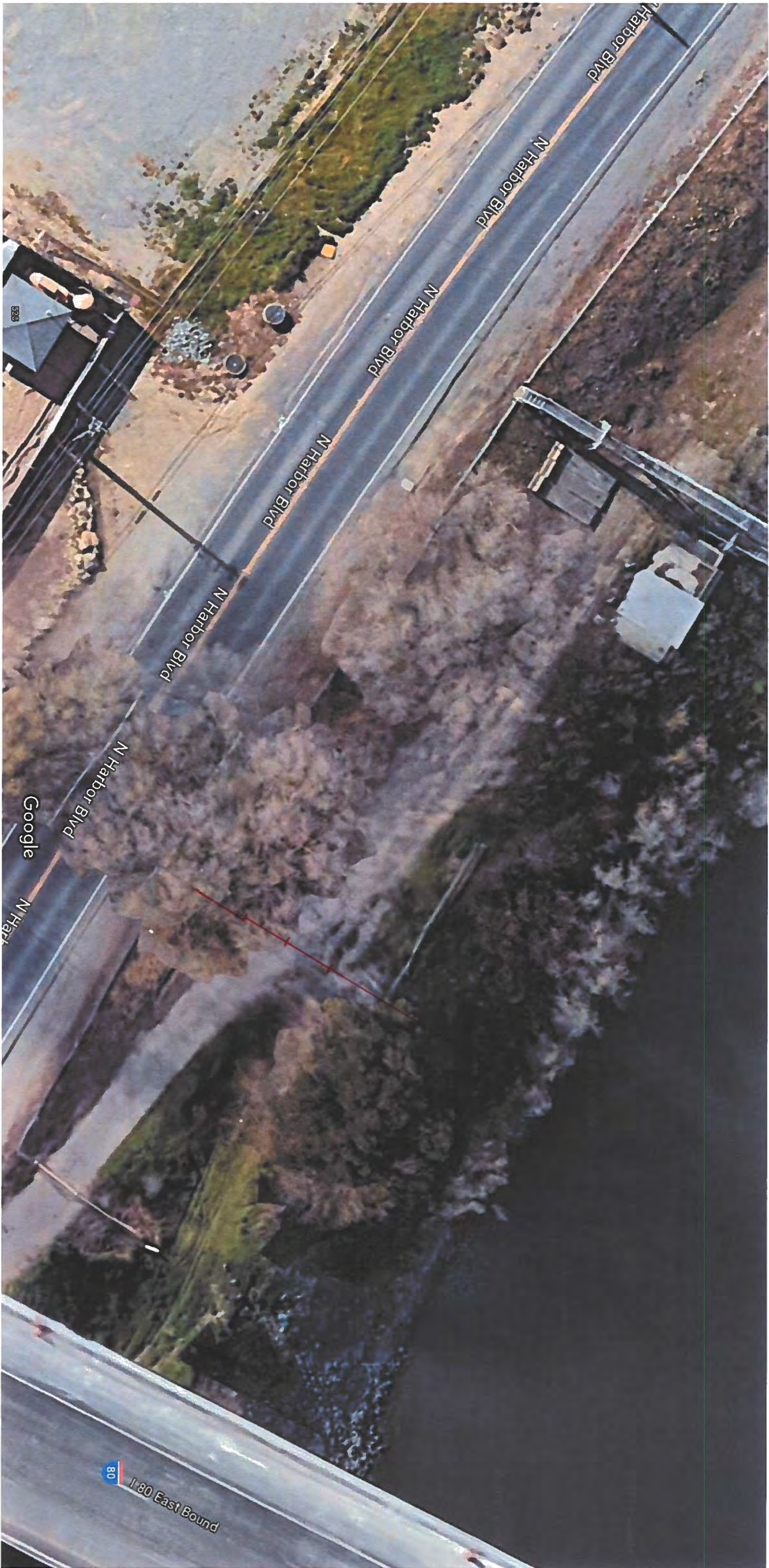
- 1 INTAKE PUMPING STATION
- 2 INTAKE VALVE VAULT
- 3 RAW WATER ELECTRICAL BUILDING
- 4 GRIT SEPARATOR
- 5 RAW WATER MANIFOLD
- 6 AERATION WINKING VAULT No. 1
- 7 AERATION WINKING VAULT No. 2
- 8 RECYCLED WATER PUMP STATION
- 9 PROCESS DRAIN PUMP STATION
- 10 AERATION No. 1
- 11 AERATION No. 2
- 12 RECYCLED WATER BASIN No. 1 (EXISTING FLOC/SED. BASIN- No. 1)
- 13 RECYCLED WATER BASIN No. 2 (EXISTING FLOC/SED. BASIN No. 2)
- 14 AERATION No. 3 (FUTURE)
- 15 FILTER CONTROL BUILDING (ABOVE), FILTER GALLERY (BELOW)
- 16 CHEMICAL TANK VAULT

- 17 OPERATIONS BUILDING
- 18 CHEMICAL STORAGE FACILITY
- 19 LOW LIFT PUMP STATION
- 20 UV DISINFECTION FACILITY (FUTURE)
- 21 FILTER ELECTRICAL
- 22 CHLORINE ROOM SCRUBBER
- 23 LABORATORY/MECHANICAL BUILDING
- 24 DUST STORAGE AREA
- 25 HIGH SERVICE PUMP STATION
- 26 BACKWASH PUMP STATION
- 27 MORONEUMATIC TANK
- 28 BACKWASH WASTE PUMP STATION
- 29 TREATED WATER ELECTRICAL
- 30 HIGH SERVICE PUMPING ELECTRICAL
- 31 SHIPPING CONTAINER FINAL LOCATION
- 32 SHIPPING CONTAINER TEMPORARY LOCATION
- 33 12 IV SERVICE PANEL

NOTES:

1. COORDINATE PARKING WITH YOLO SHORTLINE RAILROAD.
2. RESERVE SPACE FOR SIX CITY VEHICLES IN SOUTHEAST PORTION OF STAGING AREA.
3. INCLUDES LOCATION OF CONSTRUCTION MANAGEMENT TRAILER.





South Side

SCALE 1" = 20'

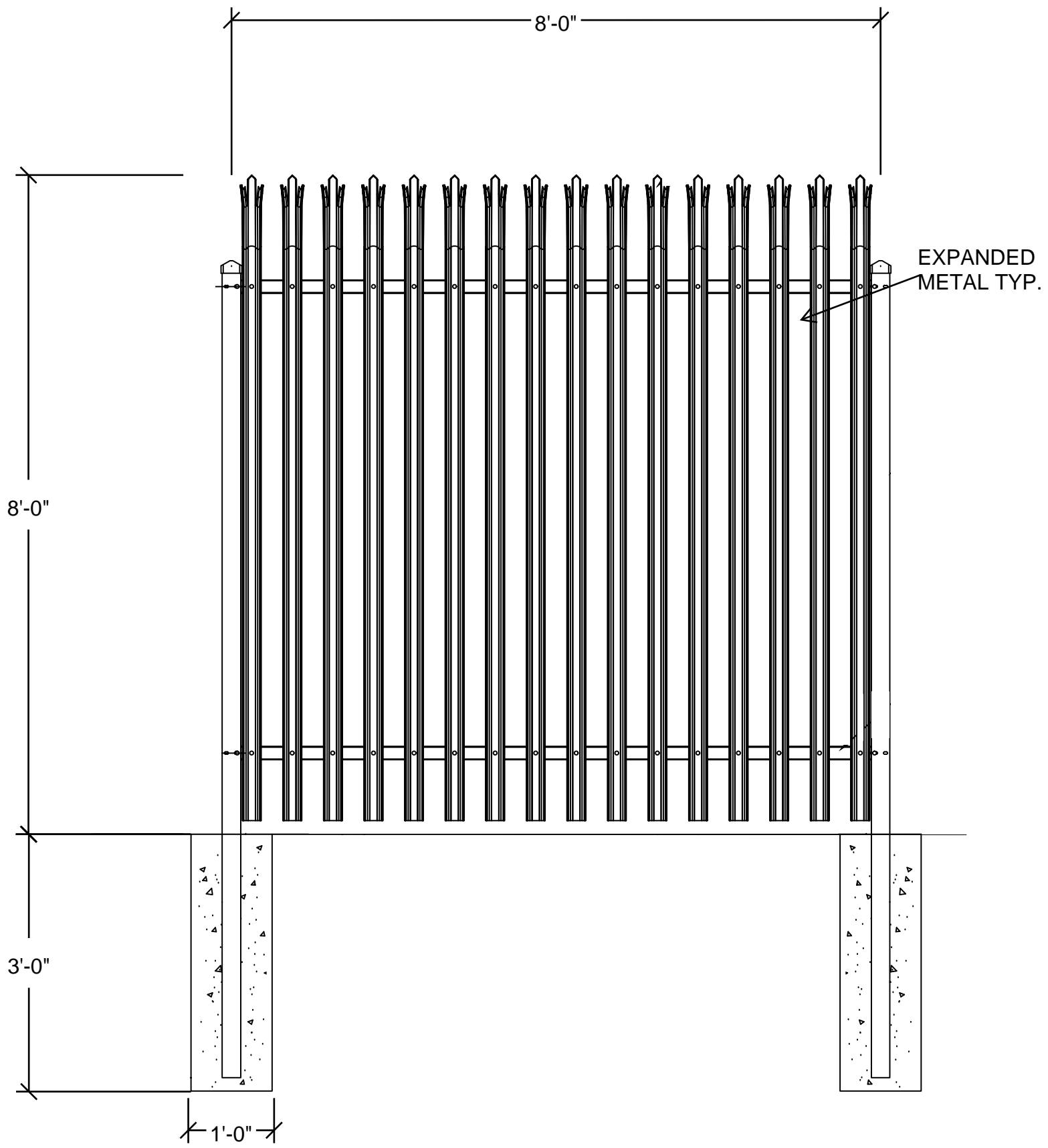
60' fence line w/ 20' GARE
Post set 8' on center to GARE
Both sides



- 1 - New GATE
- 2 - New GATE
- 3 - New PAV

Map data ©2023, Map data ©2023 20 ft

SCALE 1" = 20'
48' Fence Line w/ 16' GATE
Post set 8' on center to
GATE Both sides





1101 Creekside Ridge Dr,
Suite 150
Roseville, CA 95678
(916) 772-7688

project	by	sheet 20
location	date 4/6/2023	
client	job no.	
Post Footing @ Front of Cant. Fence		

Post Footing Design

Based on 2019 CBC, Section 1807.3

Inputs

Reference Table 1806.2 for code values

Allowable Bearing Pressure

$$Q_b = 1500 \text{ psf}$$

Allowable Lateral Bearing Pressure

$$Q_L = 200 \text{ psf}$$

(Note: See 1806.3.4 for allowable increase for specific conditions)

Design Parameters

Diameter Footing (b)

$$b = 2 \text{ ft}$$

Depth of Embedment (d)

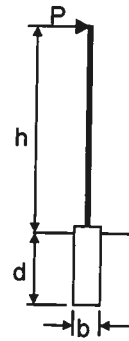
$$d = 5 \text{ ft}$$

Height to Load (h)

$$h = 7 \text{ ft}$$

Lateral Load (P)

$$P = 325 \text{ lbs}$$



Outputs

Allowable Lateral Soil Pressure (based on 1/3 depth of embedment)

$$S_1 = 333.333 \text{ psf} = Q_L \cdot (d/3)$$

Allowable Lateral Soil Pressure (based on depth of embedment)

$$S_3 = 1000 \text{ psf} = Q_L \cdot d$$

$$A = 1.14075 = 2.34 \cdot P / (S_1 \cdot b)$$

Nonconstrained (Iterate input depth above until equal to depth below)

Depth of footing required

$$d = 3.6 \text{ ft} = (A/2) \cdot \{1 + (1 + 4.36 \cdot h/A)^{0.5}\}$$

Constrained (Iterate input depth above until equal to depth below)

Depth of footing required

$$d = 2.2 \text{ ft} = (4.25 \cdot P \cdot h / (S_3 \cdot b))^{0.5}$$



1101 Creekside Ridge Dr, Ste 150
Roseville, CA 95678
(916) 772-7688 www.kpff.com

project West Sac Cantilever Gates

by JD

sheet no.

24

location West Sacramento, CA

date 01/23/2023

client Roebbelen

job no.

2300-013

Swinging Gate

Wind Loading (Swinging Gate)

Risk Category II

Exposure C

Wind Speed - 94 mph

$$h = 7.0'$$

$$s = 7.0'$$

$$b = 10'$$

$$\epsilon = 25\%$$

$$K_z = 0.85$$

$$K_{zt} = 1.0$$

$$K_d = 0.85$$

$$K_e = 1.0$$

Figure 29.3-1 Note 4:

$$\text{Sign Opening Reduction} = (1 - (1 - \epsilon)1.5) = 0.875$$

$$q_h = 0.00256 * K_z * K_{zt} * K_d * K_e * V^2 \text{ [Eq 26.10-1]}$$

$$q_h = 0.00256 * 0.85 * 1.0 * 0.85 * 1.0 * 94^2$$

$$q_h = 16.3 \text{ psf}$$

$$P = q_h G C_f \text{ [Section 29.3]}$$

$$G = 0.85$$

C_f :

$$s/h = 1.0$$

$$B/s = 10/7.0 = 1.42$$

Case A & B,

$$C_f = 1.45 * 0.875 = 1.27$$

Case C, (Not required per note 3. in figure 29.3-1, ASCE 7-16)

CASE A & B GOVERNS

$$\text{Trib} = 3.5'$$

$$P_0 = (16.3 \text{ psf})(0.85)(1.27) = 17.6 \text{ psf} \text{ --->} 61.5 \text{ plf}$$

Dead Loads

Weight from Expanded Metal

$$\text{Weight} = 1.0 \text{ lb/ft}^2$$

$$\text{Trib height} = 4'$$

$$\text{Load on Gate} = 1.0 \text{ psf} * 4' = 4 \text{ plf}$$

Weight from Pales

$$\# \text{ of Panels} = 41$$

$$\text{Weight of individual pale} = 8.33 \text{ lb}$$

$$\text{Total weight} = 41 * 8.33 \text{ lb} = 341.5 \text{ lb}$$

$$341.5 \text{ lb} / 21.75' = 16 \text{ plf}$$



1101 Creekside Ridge Dr,
Suite 150
Roseville, CA 95678
(916) 772-7688

project	by	sheet 30
location	date 6/5/2023	
client	job no.	
Typical Fence Footing		

Post Footing Design

Based on 2019 CBC, Section 1807.3

Inputs

Reference Table 1806.2 for code values

Allowable Bearing Pressure

$$Q_b = 1500 \text{ psf}$$

Allowable Lateral Bearing Pressure

$$Q_L = 200 \text{ psf}$$

(Note: See 1806.3.4 for allowable increase for allowable conditions with pole footings)

Design Parameters

Diameter Footing (b)

$$b = 1.75 \text{ ft}$$

Depth of Embedment (d)

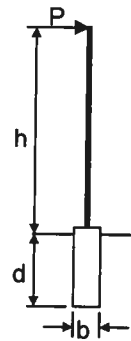
$$d = 3.5 \text{ ft}$$

Height to Load (h)

$$h = 7 \text{ ft}$$

Lateral Load (P)

$$P = 120 \text{ lbs}$$



Outputs

Allowable Lateral Soil Pressure (based on 1/3 depth of embedment)

$$S_1 = 233.333 \text{ psf} = Q_L \cdot (d/3)$$

Allowable Lateral Soil Pressure (based on depth of embedment)

$$S_3 = 700 \text{ psf} = Q_L \cdot d$$

$$A = 0.68767 = 2.34 \cdot P / (S_1 \cdot b)$$

Nonconstrained (Iterate input depth above until equal to depth below)

Depth of footing required


$$d = 2.7 \text{ ft} = (A/2) \cdot \{1 + (1 + 4.36 \cdot h/A)^{0.5}\}$$

Constrained (Iterate input depth above until equal to depth below)

Depth of footing required

$$d = 1.7 \text{ ft} = (4.25 \cdot P \cdot h / (S_3 \cdot b))^{0.5}$$



MEETING DATE: August 2, 2023		ITEM # 8	
 SUBJECT: CONSIDERATION OF ENCROACHMENT PERMIT – WESTFIELD VILLAGE ELEMENTARY SCHOOL			
INITIATED OR REQUESTED BY: <input checked="" type="checkbox"/> Counsel <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		REPORT COORDINATED OR PREPARED BY: Blake Johnson, General Manager	
ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action	

OBJECTIVE

The objective of this report is to obtain the Reclamation District 900 (District) Board of Trustees (Board) approval for an encroachment permit for the Westfield Village Elementary School.

RECOMMENDED ACTION

Staff respectfully recommend that the Board approve this encroachment permit.

BACKGROUND

XL Construction has contracted with the Washington Unified School District/Westfield Village Elementary School to construct an 18-inch storm drain overflow pipe and tie into the District’s 72-inch storm drain pipe. The District is responsible for maintenance of the 72-inch pipe.

The encroachment permit is the District’s standard form and provides protection to the District from liability and requires the permittee to have \$2 million insurance and is indemnifying the District against loss.

ANALYSIS

The design engineer for this project provided a hydraulic analysis report that shows no impact to the District’s 72-inch storm drain. Staff reviewed this hydraulic report and concurred that there will be no impacts. Construction of this connection will not impact drainage; connection will be made during the summer months. A majority of storm water runoff will be stored on-site at the Westfield Village Elementary School.

The work performed by the Contractor will not interfere with the District’s operation and maintenance.

Alternatives

Staff recommends the Board approve this encroachment permit to allow XL Construction to construct storm drain pipe and tie into District’s 72-inch storm drain pipe.

Secondary alternative is to reject this encroachment. This alternative is not recommended. This would require the engineer to re-evaluate the drainage. The District’s 72-inch storm drain was sized to capture the school’s runoff.

Coordination and Review

This report was prepared in coordination with District Counsel.

Budget/Cost Impact

There is no cost to the District.

ATTACHMENT

Permit Application 2023-03
 Improvement Plans Westfield Village Elementary School

APPLICATION

Name of Applicant: XL Construction (agent by construction contract for Washington Unified School District)

Mailing Address: 1030 R Street, Sacramento, CA 95811

Phone Number: (916) 282-2909

Email: Kevin Shuler, Senior Superintendant XL Construction - KShuler@xlconstruction.com
Gisele Geiger, WUSD, Director of Facilities, Const. & Planning - ggeiger@wusd.k12.ca.us

Application is hereby made to the Trustees of Reclamation District 900 for permission to encroach on the District easement as follows: (Describe the work to be done, attach plans and drawings as necessary)

Connect to the existing 72" Sycamore storm drain, installed within the Sycamore trail, west of the
Westfield Elementary School, with a new 18" storm drain connection for the proposed school
development.

The easement referred to above is located as follows: Alley/Accessway running North and South behind
Westfield Elementary School, between Poplar Avenue and Maple Street.

Nearest cross streets Poplar Avenue and Michigan Boulevard.

We anticipate the work to start on or about August 1st 2023 (Tentatively) (date)

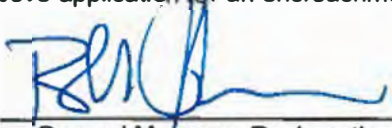
Respectfully submitted,

XL Construction Kevin Shuler

1030 R Street, Sacramento, CA 95811
(address)

Date: 6-22-2023

To the Reclamation District 900 Board of Trustees, the above application for an encroachment permit is referred to you for consideration,



General Manager, Reclamation District 900

Date: 7/25/23

PERMIT # 2023-03

To XL Construction (agent by construction contract for Washington Unified School District)
1030 R Street, Sacramento, CA 95811
Phone (916) 282-2909

Permission is hereby granted to encroach upon an easement or right of way of Reclamation District 900, herein called District, in the following manner:

Sycamore Trail - Westerly of Westfield Elementary School

508 Poplar Street West Sacramento, CA 95691

Construction of 18 inch pipe tying into the District's 72 inch pipe shall be consist with the construction drawings.

This permit is granted upon the following conditions which, by acceptance of this permit, permittee agrees to perform:

1. This permit shall be cancelled and void unless the work contemplated hereunder is initiated within 180 days from the date of issuance and diligently prosecuted to completion.
2. Written Notice will be given to the District at least three (3) days prior to commencement of the work above described. Notice shall be sent to Reclamation District 900 Blake Johnson, BJohnson@rd900.org
PO Box 673, 889 Drever St., West Sacramento, CA 95691
3. The permittee shall indicate his acceptance of this permit and the terms and conditions thereof, by executing the form of acceptance on one copy of this permit and returning it to the District.
4. The permittee shall fully comply with each and every recommendation and requirement set forth herein as well as in the report from the District's Engineer regarding the encroachment above described.
5. This permit does not grant a right to use or construct works on land owned by others.
6. This permit does not establish any precedent with respect to any other application received by the District.
7. To the fullest extent permitted by law, permittee shall indemnify, hold and save the District harmless of and from any liability which may be incurred through injury to person or damage to property arising out of or connected with the construction or installation of the encroachment above described, and from any such liability arising out of or in connected with the maintenance and operation of such encroachment, except where responsibility for maintenance thereof is accepted by the District in writing.
8. If the encroachment above described constitutes the replacement of an open ditch or canal of the District with a covered pipe or conduit, then the pipe or conduit so installed (shall) (shall not) become the property of the District.
9. The project site shall be restored to the condition that existed prior to commencement of work, accept for such improvements as are approved in this permit.
10. Permittee shall acquire no easement or property right in or to the property or right of way of the District by virtue of this permit and the District does not hereby relinquish any right or title therein.
11. Except as herein otherwise provided, all cost of maintenance, repair and replacement of the encroachment above described shall be borne by permittee. Permittee shall, whenever instructed by the District to do so, repair, replace or relocate such encroachment in the manner prescribed by the District whenever the District shall determine that such repair, replacement or relocation is required in the interest of the District. Any such repair, replacement or relocation ordered by the District that is: (a) not completed by the permittee within thirty (30) days after written notice has been given by the District of such required repair, replacement or relocation; or (b) in the case of repair, replacement, or relocation that cannot be completed within thirty (30) days despite permittee's diligent efforts, is not initiated within thirty (30) days of the written notice and then diligently brought to completion by permittee without unnecessary delay,

PERMIT # 2023-03

may be performed by the District, at permittee's expense and permittee shall promptly reimburse the District for such repair, replacement or relocation.

12. If the permitted encroachment causes physical damage to the District's facilities, real property, or improvements, or otherwise interferes with the District's ongoing maintenance and operation of its reclamation facilities, the permittee shall, whenever instructed by the District to do so, repair, replace or rectify in the manner prescribed by the District such damage or interference at the permittee's sole expense. Any such repair, replacement or other work ordered by the District that is: (a) not completed by the permittee within thirty (30) days after written notice has been given by the District of such required repair, replacement or other work; or (b) in the case of repair, replacement, or other work that cannot be completed within thirty (30) days despite permittee's diligent efforts, is not initiated within thirty (30) days of written notice and then diligently brought to completion by permittee without unnecessary delay, may be performed by the District, at permittee's expense and permittee shall promptly reimburse the District for such repair, replacement or other work.

13. Permittee shall, promptly on the expiration or other termination of this permit, cause to be removed the encumbrance or encroachment above described and shall return the property of the District to the condition existing prior to the issuance of the permit.

14. The District reserves the right of access to the portion of its easement and right of way above described for such maintenance, repairs or alterations of the District facilities or of the facilities described above as may be required for reclamation purposes. The District shall not be responsible for any damage done to surface improvements of permittee whether herein permitted or otherwise where necessary as part of the ordinary and necessary access to or exercise of its easement and right of way for reclamation purposes and need not replace any paving, concrete or other improvement required to be removed or disturbed in the process of such maintenance, repair or alteration. Permittee shall reimburse the District for any increased cost of such access occasioned by the improvements of permittee described herein.

15. Permittee may make no alteration or improvement of any portion of the District's easement and right of way not specifically herein permitted nor alter or remove any portion of the encroachment or improvement herein described without further permit from the District.

16. Permittee shall obtain and maintain in force throughout the period of construction a comprehensive general liability policy in a combined single limit of not less than \$2,000,000.00 covering construction activities undertaken by or for Permittee hereunder and shall name Reclamation District 900 as an additional insured.

17. This permit is revocable in whole or part by the District on thirty (30) days written notice to permittee when such revocation is determined by the Board of Trustees to be necessary for District purposes.

18. Upon failure of permittee to conform to any of the covenants and conditions herein specified this permit shall, at the option of the District, cease and terminate and the District may remove encroachment or improvement above described together with any appurtenances thereto located with the easement and right of way of the District and permittee shall promptly pay to the District all costs and expenses incurred in such removal.

19. If the project or any portion thereof, is to be abandoned in the future, the permittee or successor shall abandon the project under direction of the District, at the permittee's or successor's cost and expense.

20. Upon completion of the project, the permittee shall submit as-built plans to: Reclamation District 900, 889 Drever Street, West Sacramento CA, 95691, or such other address as the District shall designate in writing to the permittee.

21. See attached Special conditions if box checked.

PERMIT # 2023-03

Dated: _____, 20____

Reclamation District 900

By: _____

Reclamation District 900

ACCEPTANCE

Permittee hereby accepts the above permit and agrees to comply with all of the requirements thereof.

Dated: _____, 20____

By: _____

Permittee

PROJECT: **Westfield Village Elementary School**
 EXHIBIT TITLE: **STORM DRAIN CONNECTION PLAN**
 A.P.N. 008-331-001-510
 B.M. NO. C14-02
 E.L. = 11.57

FOUND AT BRASS DISK SET IN STANDARD NON BOX CONTROL SURVEY STATION C14-02, BCE 30399, 1899. LOCATED AT THE APPROX. C/L INTX OF POPLAR ST. AND LURELL LN.

WARREN CONSULTING ENGINEERS, INC.
 117 WINFIELD WAY, SUITE 110
 EL DORADO HILLS, CA 95782 | (916) 985-1870

West Sacramento, CA 95691
 Washington United School District



B STORM DRAIN CONNECTION PLAN
 SCALE 1" = 20'-0"

STORM DRAINAGE CONSTRUCTION NOTES

- CONSTRUCT STORM DRAIN JUNCTION BOX OVER EXISTING STORM DRAIN PER THE CITY OF WEST SACRAMENTO STANDARD SPECIFICATIONS AND STANDARD DRAWINGS, 110, AND 305. CONSTRUCT NEW INLET FOR NEW 12" LATERAL TO ONSITE PRIVATE DRAINAGE SYSTEM.
- PROVIDE AND INSTALL 12" SDR-35 STORM DRAIN PER THE CITY OF WEST SACRAMENTO STANDARD SPECIFICATIONS AND STANDARD DRAWINGS, 110.
- NOTE: MAINTAIN 12" VERTICAL CLEARANCE FROM ALL EXISTING UTILITIES WHEN CROSSING SYCAMORE TRAIL. POT-HOLE ALL UTILITIES PRIOR TO TRENCHING.
- FOLLOWING TRENCHING, REPAIR ALL PAVING, STRIPING, LANDSCAPING AND OTHER SURFACES.
- REMOVE FENCING AS NEEDED TO TRENCH AND INSTALL NEW STORM DRAIN. REPAIR/REPLACE WHEN COMPLETE.
- PROVIDE AND INSTALL 12" CAST IRON FLAP GATE VALVE, HYDROGATE MODEL 50C, OR APPROVED EQUAL.



UTILITY VERIFICATION NOTE
 PRIOR TO THE START OF CONSTRUCTION, POT-HOLE AND VERIFY ALL UTILITY POINTS OF CONNECTION TO EXISTING UTILITIES FOR LOCATION, DEPTH, AND SIZE. IF CONFLICT IS FOUND, CONTACT THE ENGINEER IMMEDIATELY FOR DIRECTION.

UTILITY NOTE
 OTHER UTILITIES EXIST WITHIN PATH OF NEW TRENCHING. CONTRACTOR SHALL CONTACT USA TO MARK KNOWN UTILITIES AND IT IS RECOMMENDED CONTRACTOR HIRE UTILITY LOCATOR IN ACCORDANCE WITH SPECIFICATION SECTION 31.0.00. IN ADDITION, TO LOCAL ALL UTILITIES CROSSING PATH OF NEW WORK, FOLLOWING LOCATING, CONTRACTOR SHALL CAREFULLY POT-HOLE TO PHYSICALLY VERIFY ALL KNOWN UTILITIES. SHOULD EXCAVATING IS RECOMMENDED BY UTILITY LOCATOR, ANY UTILITY OWNER IMMEDIATELY IF ANY CONFLICTS ARE FOUND.

TEMPORARY WORK
 CONTRACTOR SHALL PROVIDE TEMPORARY TRENCH/POT-HOLE COVERINGS, TEMP FENCING, AND ANY TEMP PAVING AS NEEDED TO INSTALL STORM DRAIN AS SHOWN.


A STORM DRAIN CONNECTION PROFILE
 HORIZONTAL SCALE 1" = 5'-0"
 VERTICAL SCALE 1" = 5'-0"

MODEL 50C ROUND OPENING FOR HEADS TO 50 FT

OPENING SIZE DIA. (IN.)	A	B	C	PIVOT RADIUS (IN.)
4	9.00	4.50	5.25	7.31
6	11.00	5.50	6.25	11.75
8	13.50	6.75	7.50	14.00
10	16.00	8.00	9.75	15.25
12	19.00	9.50	10.25	16.75
14	21.25	10.63	12.50	19.75
15	22.25	11.13	12.50	20.31
16	23.50	11.75	13.00	21.25
18	24.75	12.50	15.75	25.00
20	27.50	13.75	16.25	26.25
21	28.00	14.00	16.50	27.38
24	32.00	16.00	19.25	31.25
27	34.75	17.38	21.25	36.00

OPENING SIZE DIA. (IN.)	A	B	C	PIVOT RADIUS (IN.)
30	38.75	19.38	23.25	38.50
36	46.00	23.00	27.50	45.50
42	55.00	26.50	32.50	53.50
48	59.50	29.75	37.75	61.75
54	66.25	33.25	39.75	67.25
60	73.00	36.50	46.00	76.00
66	80.00	40.00	50.00	83.00
72	86.50	43.25	54.25	90.00
78	93.50	46.75	58.25	97.00
84	100.00	50.00	62.25	104.25
90	106.50	53.25	65.50	111.25
96	113.25	56.63	65.50	117.25
108	125.00	62.50	75.13	129.75

FIGURE 6-2
 HEAVY-DUTY FLAP GATE (MODEL 50C)

MEETING DATE: August 2, 2023		ITEM # 9	
<div style="display: flex; align-items: center;">  <div style="flex-grow: 1;"> <p style="margin: 0;">SUBJECT:</p> <p style="text-align: center; margin: 0;">CONSIDERATION OF AUTHORIZATION AND SUBMISSION OF THE SPECIAL DISTRICTS AND OTHER AGENCIES AUTHORIZATION AND SIGNING AUTHORITY FORMS TO YOLO COUNTY FOR FY 2023-2024</p> </div> </div>			
INITIATED OR REQUESTED BY:		REPORT COORDINATED OR PREPARED BY:	
<input type="checkbox"/> Board <input checked="" type="checkbox"/> Staff		Blake Johnson, General Manager	
<input type="checkbox"/> Other			
ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action			

OBJECTIVE

The objective of this report is to obtain the Reclamation District 900 (District) Board of Trustees (Board) approval for the General Manager to file forms with Yolo County.

RECOMMENDED ACTION

Staff respectfully recommends that the Board:

1. Authorize execution of the Special Districts and Other Agencies Authorization Form included as Attachment 1 and authorize the General Manager to submit the Form to Yolo County.

BACKGROUND

The District maintains the majority of its funds in an account with the Yolo County Treasury Department (County Fund). The District deposits funds to the County Fund upon receipt. Transfers from the County Fund are made to a District account at First Northern Bank to cover the District’s routine operating expenses. The District typically makes large expenditures directly from the County Fund by warrant upon written request from the District.

ANALYSIS

Yolo County requires the Special Districts and Other Agencies Authorization Form to be submitted yearly to reflect current management staff and signing authority to maintain continued financial operations by the District.

In the absence of two layers of management (General Manager, Assistant General Manager), staff recommends adding Board President, Marth Guerrero, to the Form with similar authorities as the Assistant General Manager to allow for uninterrupted financial services when the General Manager is unavailable, on an as-needed basis only.

The Form requires the Board to identify authorized individuals to perform the necessary functions by name. The authorized individuals must sign the Form and the authorization must be recorded in the minutes of a regular meeting of the Board. Individual Trustees must also sign and date the Form prior to submission to the County.

ALTERNATIVES

The recommendation is that the Board authorize the Form as presented in Attachment 1 and direct the General Manager to submit the Form to Yolo County.

COORDINATION AND REVIEW

This item was coordinated with District Counsel.

BUDGET/COST IMPACT

This action has no direct budget or cost impact and allows for continued financial operations of the District.

ATTACHMENTS

Special Districts and Other Agencies Authorization Form

**County of Yolo
Department of Financial Services
District Officials and Other Information**

District Name: Reclamation District 900 Fund No(s). _____

Mailing Address

Street 1 PO Box 673
 Street 2 889 Dreese St
 City West Sacramento State CA Zip 95691
 Email admin@rd900.org

List all Governing Board Members as of June, 30, 2023.

	Member	Title
1	<u>Martha Guerrero</u>	<u>President</u>
2	<u>Norma Alcalá</u>	<u>Trustee</u>
3	<u>Quirina Orozco</u>	<u>Trustee</u>
4	<u>Verne Salazario Hull</u>	<u>Trustee</u>
5	<u>Dawnte Early</u>	<u>Trustee</u>
6		
7		
8		
9		
10		
11		
12		

Other Key Officials as of June 30, 2023

	First Name	Middle Initial	Last Name	Title
1	<u>Blake</u>		<u>Johnson</u>	<u>GM</u>
2				
3				
4				

Independent Auditor

Firm Name

	First Name	Middle Initial	Last Name	Phone No.

Special Districts and Other Agencies Authorization Form - FY 2023-2024

COUNTY OF YOLO
 DEPARTMENT OF FINANCIAL SERVICES
 P.O. BOX 1268
 WOODLAND, CA 95776
 (530) 666-8190

Fund: _____
 District Name: Reclamation District 908
 Address: 889 Drew St
 Phone number: 916-371-1483
 Contact: Linda Massaro

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
PICK UP GENERAL CHECKS	GENERAL CLAIMS APPRVL	DEPOSIT APPRVL	JETS/ DOC APPRVL	BUDGET MOD. APPRVL															
X		X																	
X	X	X	X	X															
X	X	X	X	X															

The persons listed above are authorized to perform the above duties on behalf of our governing board as approved in our Minutes recorded at a regular district meeting.

AUTHORIZED SIGNATURE OF EMPLOYEE

Signature: [Signature]
 Print: Linda Massaro

Signature: [Signature]
 Print: Blake Johnson

Signature: [Signature]
 Print: Martha Guerrero

Signature: _____
 Print: _____

Signature: _____
 Print: _____

Signature: _____
 Print: _____

Board Chairman Signature: Martha Guerrero Date: _____
 Print Name: Martha Guerrero

Board Member Signature: Norme Alcaz Date: _____
 Print Name: Norme Alcaz

Board Member Signature: Quirin Orozco Date: _____
 Print Name: Quirin Orozco

Board Member Signature: Verna Sulpizio Hill Date: _____
 Print Name: Verna Sulpizio Hill

**RD 900 BOARD MEETING
RECLAMATION DISTRICT 900
June 28, 2023
Minutes**

The Regular Board meeting was called to order at 5:38 PM by President Guerrero. Also in attendance at the meeting were: Trustees Early, Orozco, and Sulpizio Hull, General Manager Johnson, Interim Assistant General Manager Fabun, and District Counsel Huntley.

GENERAL ADMINISTRATION – PART I

Entry No. 1

Heard General Administration Functions as follows:

- A. Presentations by the public on matters not on the agenda within the jurisdiction of the District. The Agency is prohibited by law from discussing issues not on the agenda brought to them at this time.

NA

- B. Monthly/YTD Revenue and Expenses

GM Johnson reported out the YTD revenue and expenditures.

CONSENT AGENDA – PART II

Entry No. 2 - Consideration of Resolution 23-06-01 Intent to Participate in the Flood System Repair Project to Receive State Cost-Share Funds

Entry No. 3 - Consideration of adopting the updated Reclamation District 900 Employee Handbook

Entry No. 4 - Consideration Of Adoption Of Reclamation District 900's Cost of Living Pay Scale Adjustment and the Fiscal Year 2023/24 Operations & Maintenance Budget

Entry No. 5 - Consideration of Approval of the May 17, 2023 Board Meeting Minutes

MOTION: Orozco
NOES: None

SECOND: Sulpizio Hull
ABSTAIN: None

AYES: Orozco, Sulpizio Hull, Guerrero
ABSENT: Early, Alcalá

The consent agenda passed 3-0, by roll call vote.

REGULAR AGENDA – PART III

Entry No. 6 - General Manager Updates

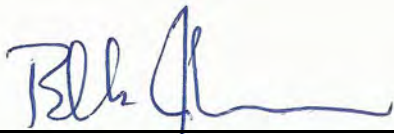
Entry No. 7 - Trustee Comments

Entry No. 8 – Adjourn

The meeting adjourned at 5:50 PM.

MOTION: Early	SECOND: Sulpizio Hull	AYES: Early, Orozco, Sulpizio Hull, Guerrero
NOES: None	ABSTAIN: None	ABSENT: Alcala


The agenda item passed 4-0, by roll call vote



Blake Johnson, General Manager/Secretary
Reclamation District 900

**RECLAMATION DISTRICT 900
REPORT**

AGENDA

MEETING DATE: August 2, 2023		ITEM # 10	
 SUBJECT:		CONSIDERATION OF ADOPTING THE OPERATIONS AND MAINTENANCE CAPITAL IMPROVEMENT PLAN: 2023-2024 CAPITAL IMPROVEMENT PROJECTS	
INITIATED OR REQUESTED BY: <input type="checkbox"/> Counsel <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		REPORT COORDINATED OR PREPARED BY: Blake Johnson, General Manager	
ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action	

OBJECTIVE

The objective of this item is to present and provide sufficient information to obtain the approval of the Capital Improvement Project Budget (CIP Budget) for Fiscal Year 2023-2024.

RECOMMENDED ACTION

District Staff respectfully recommends that the District Board of Trustees (Board) approve this CIP Budget as attached hereto as Attachment 1.

BACKGROUND

District Staff and the District’s CPA, Dustin Dumars, coordinated and prepared the 2023-24 Operations and Maintenance Budget. This budget was approved at the June 28, 2023 District Board Meeting. Staff stated that the CIP Budget would be provided at the next District Board meeting. The purpose of the CIP is to improve physical structures, systems, and facilities that provide services to the community of West Sacramento. CIP projects are generally large and expensive, and the assets they install, replace, or rehabilitate will likely be in place for decades.

ANALYSIS

The approved Operations and Maintenance Budget was in the amount of \$2,023,137. Revenues are expected to be \$3,763,692. The net surplus at the end of FY 2023-2024 is expected to be \$1,740,555. The District’s current Fund Balance is approximately \$12 million. The CIP would directly be paid for out of this Fund Balance. District Staff has determined that the items budgeted in the CIP are necessary and appropriate to carry out in the 2023-2024 Fiscal Year, all as explained more fully below. These projects are necessary to ensure the District’s facilities and equipment are maintained, rehabilitated, replaced, and otherwise kept in good repair for the District’s ongoing operations.

Capital Improvement Project (CIP) Budget

The District’s capital projects are funded by a combination of distributions from the various O&M budgets and by grant funds when available. Since most grant funds are reimbursement based, the District must carry the costs of the project until reimbursements are received. As projects are planned, staff typically informs the Board of any grant funds anticipated and associated cost share before projects are initiated. Staff also informs the Board when reimbursement is received.

The proposed 2023 - 2024 CIP Budget includes the below items:

1. Operations

a. Office Building

- Roof Repairs. The last storm of the winter (May 2023) caused a leak in the garage portion of the building.
- Office water line rehabilitation. A recent water sample indicated high levels of iron coming out of the office kitchen sink.
- Restrooms do not have heating or air conditioning. A ductless system would be installed.

b. Vehicles

- Ford 150
- Ford F250

With 2 new potential staff members, another vehicle will need to be added to the fleet (F150). The District currently has a 2009 Ford F250 that is nearing replacement due to age and mileage.

c. Professional Fees

- Engineering, Environmental, Counsel, and Diving Consulting fees for above items and FEMA non-reimbursable items.

Subtotal for Operations: \$500,000

2. Maintenance

- a. Rebuild 3 pumps/motors. Historically, the District has sent in several pumps/motors for maintenance per year. This is to ensure all components of the pumps and motors are functioning correctly.
- b. Cleaning of culverts along main canal crossing Jefferson Blvd. Culverts have not been cleaned or inspected in over 5 years.
- c. Supervisory Controls and Data Acquisition (SCADA) for up to 3 pump stations. The Main Pump Station, MC-10 and SIP pump stations all pump storm water over the levees. SCADA will help control the pump stations remotely (cell phones, office computer); staff can turn pumps on/off, monitor for high water alarms, and maintenance concerns.
- d. Trash Racks. The Main Pump Station and the Causeway pump station trash racks have corroded and need to be replaced to prevent debris from entering pumps.
- e. Pipeline Inspection. The USACE requires that any pipeline through a levee prism must be inspected either by closed circuit television, pressure test, or physically inspected using other means.

Subtotal for Maintenance: \$725,000

3. Cost Share Projects

- a. Blacker Canal. Project has been ongoing for approximately 4 years. Permits have been issued with construction beginning in 2024.
- b. Disaster Project from Winter Storms 2022/2023. FEMA and CalOES are in the process of developing final projects and costs.
- c. DWR Access Road Repair. DWR is in the process of inspecting and preparing a cost estimate for the repair of the District's levee access roads.

Subtotal for Cost Share Projects: \$3,400,000. Of this amount, approximately \$2,200,000 would be reimbursable by FEMA/CalOES and DWR. Net cost to the District: \$1,200,000

TOTAL CAPITAL IMPROVEMENT PROJECT BUDGET: \$4,625,000

With reimbursement from FEMA/CalOES and DWR, net cost to District: \$2,425,000.

At the end of FY2023/24, The Fund Balance would be approximately: \$9,675,000. This does not include the estimated net surplus of \$1,740,555 from the 2023/24 Budget.

Alternatives

Alternative 1. Accept CIP Budget as stated.

Alternative 2. Accept CIP Budget with revisions.

Alternative 3. Reject CIP Budget and request staff make significant modifications to the CIP Budget.

Coordination and Review

The draft CIP Budget was developed by District management in coordination with the District CPA.

ATTACHMENTS

1. 2023-2024 Capital Improvement Project Budget

2023-2024 CAPITAL IMPROVEMENT PROJECTS

Item	Cost	Description/Notes
1. Operations		
a. Office Building	\$250,000	Roofing repair, water line replacement, Restroom HVAC
b. Vehicles	\$185,000	One Ford F150, One Ford F250
c. Professional Fees	\$65,000	Engineering, Environmental, and Divers consulting fees
Subtotal:	\$500,000	
2. Maintenance		
a. Pumps	\$100,000	Rebuild 3 pumps/motors
b. Culvert Cleaning	\$100,000	Culvert cleaning along Main Canal as it crosses Jefferson Blvd.
Supervisory control and data		
c. acquisition (SCADA)	\$250,000	Includes SCADA for Main pump station, MC10 and SIP
d. Trash Racks	\$175,000	Main Pump station and Causeway
d. Pipeline Inspection	\$100,000	Main Pump station and Causeway
Subtotal:	\$725,000	4 Pump station pipelines that discharge through levees
3. Cost Share Projects		
a. Blacker Canal, FEMA	\$2,100,000	FEMA Cost Share \$1,019,119.50
Disaster work (7% of overall		
b. costs not reimbursable), FEMA	\$1,000,000	Canal repairs, FEMA Cost Share \$930,000
c. Access Road Repair, DWR	\$300,000	DWR Cost share \$270,000
Subtotal:	\$3,400,000	
TOTAL:	\$4,625,000	



General Manager Update

August 2, 2023

ADMINISTRATION/FINANCE

OPERATION AND MAINTENANCE

LEVEE/DRAINAGE/PUMP MAINTENANCE

Mowing continues. Staff will more than likely need to mow 3 or 4 times this year due to the amount of water and growth.

PROJECTS

Blacker Canal Bank Stabilization Project

Received permit from CA Dept. of Fish and Wildlife (DFW). After review, the team has decided to challenge DFW on several of their permit conditions. Mitigation is quite high for a storm drainage system. Mitigation for non-native tree removal is quite high. Conditions for construction are not consistent with the construction activities for this project (i.e. no heavy equipment in channel, restoring site back to pre-construction contours).

Construction of Blacker Canal will need to start in 2024.

RD900 OFFICE, 889 DREVER ST.

WATER LINES

The City of West Sacramento took additional water samples from the office, outside of the office, and from the main water line. No lead was detected in these samples. We're still experiencing some discolored water (likely rust). An inline water filter system will be installed at the sinks to capture contaminants.

ROOF

The roof over the shop experienced some leaking from the storm in early May.

OFFICE LANDSCAPING

Staff working on a Request for Proposal for landscape design as a capital improvement.

OFFICE SIGNAGE

Staff should have a Request for Proposal for office signage as a capital improvement.

PERIODIC LEVEE INSPECTIONS

DWR/USACE

USACE periodic inspections are being scheduled August to September 2023.

EMERGENCY PREPAREDNESS

FEMA/Cal-OES

Site inspections took place with FEMA in July. FEMA will be preparing cost for the repairs. Most of the damage was within the main canal and Blacker Canal, east of Jefferson Blvd.

FEMA did remove the damage to the Deep Water Shipping Channel levee and the levee on the Sacramento River near the City's Water Treatment Intake. These projects will be taken over by the USACE under PL84-99.

COORDINATION WITH OTHER PROJECTS

DWR/Central Valley Flood Protection Board

COORDINATION WITH OTHER AGENCIES

WEST SACRAMENTO AREA FLOOD CONTROL AGENCY

FUTURE

TBD – RD 900 Board Meeting, 5:30 pm

TBD – WSAFCA Board Meeting 9:30 am