

AGENDA

REGULAR MEETING OF RECLAMATION DISTRICT 900

AUGUST 18, 2022

Martha Guerrero, President

Norma Alcala, Trustee
Quirina Orozco, Trustee

Chris Ledesma, Trustee
Dawnte Early, Trustee

Blake Johnson, General Manager/Secretary
Greg Fabun, Interim Assistant General Manager
Ralph Nevis, District Attorney

6:00 PM CALL TO ORDER

Pursuant to Government Code section 54953, as amended by Assembly Bill 361 (2021), and due to the State of Emergency declared by the Governor on March 4, 2020, members of Reclamation District 900 Board of Trustees and staff will participate in this meeting via a teleconference. To reduce the spread of COVID-19, members of the public may watch the meeting livestream at <https://youtu.be/LpDLp8FGDIQ>. Those members of the public who wish to do so are invited to participate in the meeting via Zoom using the following access information: [Join Zoom meeting](#); or by phone +1 669 900 6833 US (San Jose). Meeting ID: 894 6102 8182; Passcode: 304881

If you need special assistance to participate in this meeting, please contact RD 900 at 916-371-1483. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

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.
- 1B. MONTHLY/YTD REVENUE AND EXPENSES

CONSENT AGENDA – PART II

2. CONSIDERATION OF RESOLUTION 22-08-01 ADOPTING FINDINGS NECESSARY TO CONTINUE CONDUCTING RECLAMATION DISTRICT 900 BOARD MEETINGS VIA TELECONFERENCE PURSUANT TO ASSEMBLY BILL 361

Comment: This item seeks Board approval to continue remote (teleconference/videoconference) Board meetings by finding, pursuant to Assembly Bill 361 (AB 361), that the Board has reconsidered the circumstances of the state of emergency related to the COVID-19 Pandemic and that the Yolo County Public Health Officer continues to recommend measures to promote social distancing.

3. CONSIDERATION OF RESOLUTION 2022-08-02 AUTHORIZING THE DISTRICT PRESIDENT AND GENERAL MANAGER TO ENTER INTO AND GRANT RIGHTS OF ENTRY, LICENSE AGREEMENTS, TEMPORARY CONSTRUCTION AND OTHER TEMPORARY RIGHTS AGREEMENTS FOR THE FEDERAL WEST SACRAMENTO CALIFORNIA PROJECT

Comment: This item seeks Board approval authorizing the District President and the General Manager to enter into and grant over District property temporary access and control agreements with private property owners and public agencies with property interests for levee investigations, engineering, design and construction for the Federal West Sacramento Project.

4. CONSIDERATION FOR THE BOARD OF TRUSTEES TO ENTER INTO AN EASEMENT AGREEMENT WITH JEFFERSON VILLAGE AT SOUTHPORT, LLC FOR A STORMWATER CONVEYANCE STRUCTURE ACCESS AND MAINTENANCE AGREEMENT

Comment: This item requests Board approval authorizing the General Manager to enter into an Easement and Maintenance Agreement on behalf of the District, with Jefferson Village at Southport, LLC, a Washington limited liability company. This project, The Kinect at Southport Project (project) is a privately funded development which will affect the District's ability to maintain the current drainage facility. This agreement provides additional funding to the District for hand maintenance of the drainage facility.

5. CONSIDERATION OF RESOLUTION 2022-08-03 AUTHORIZING THE GENERAL MANAGER TO SIGN AS THE REPRESENTATIVE OF RD 900 AND DIRECTED TO EXECUTE AND DELIVER TO THE ADMINISTRATOR OF THE RETIREMENT PLAN ONE OR MORE COUNTERPARTS OF THE PLAN

Comment: This item requests Board approval authorizing the General Manager to sign for RD 900 the necessary documents to continue the District's participation in the approved retirement plan.

6. CONSIDERATION OF APPROVAL OF THE JULY 28, 2022 MEETING MINUTES

REGULAR AGENDA – PART III

7. GENERAL MANAGER UPDATES
8. TRUSTEE COMMENTS
9. ADJOURN

I, Blake Johnson, General Manager/Secretary, declare under penalty of perjury that the foregoing agenda for the August 18, 2022, meeting of Reclamation District 900 was posted on August 12, 2022, in the office of the City Clerk of the City of West Sacramento, 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

All public materials related to an item on this agenda submitted to the District after distribution of the agenda packet are available for public inspection on the District's website at: www.rd900.org. Any document provided at the meeting by staff will also be available to the public. Any document provided at the meeting by the public will be available the next business day following the meeting.

RD 900 Fiscal Year 2021/22
Operations and Maintenance Budget

900 O&M Expenses			
5411 Facilities - Power	95,000	109,080	111,995
5412 Facilities - Fuel	10,000	-	-
5413 Facilities - Supplies/Materials	16,000	9,392	9,769
5414 Facilities - Repairs	15,000	1,790	1,290
5415 Facilities - Equipment/Tools	20,000	14,475	13,468
5420 Herbicides	65,000	64,425	53,131
5430 Field Services	70,000	2,800	2,800
5440 Debris and Trash Removal	25,000	9,289	9,128
5451 Professional Fees - Pesticide	17,500	13,648	14,942
5452 Professional Fees - Engineering	19,000	8,970	5,765
5453 Professional Fees - Other	8,000	5,000	800
5461 Equipment Fuel	30,000	30,995	29,950
5462 Equipment Repair/Service	37,500	35,654	20,679
5463 Equipment Parts/Supplies	27,500	19,030	16,384
5464 Equipment Rentals	16,000	-	-
5465 Equipment Purchase	-	166	166
Subtotal	471,500	324,715	290,267
Capital Improvements			
5300 Transfer Out for Shared Costs	348,100	269,190	254,046
6000 Transfer Out for CIP	1,825,000	963,620	975,118
Subtotal	\$2,173,100	1,232,810	1,229,164
Total Expenditures	4,053,000	2,472,902	2,444,391
Change in Class Balance	(118,045)	1,371,201	1,413,109
Projected Class Balance as of 6/30/22	8,454,447	9,943,693	9,985,601

MEETING DATE: August 18, 2022		ITEM # 2	
SUBJECT:			
 CONSIDERATION OF RESOLUTION 22-08-01 RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM AS APPLICABLE IN THE DISTRICT AND AUTHORIZING TELECONFERENCE MEETINGS OF LEGISLATIVE BODIES OF RECLAMATION DISTRICT 900 PURSUANT TO THE RALPH M. BROWN ACT			
INITIATED OR REQUESTED BY:		REPORT COORDINATED OR PREPARED BY:	
<input type="checkbox"/> Council <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 continue remote (teleconference/videoconference) board meetings by finding, pursuant to California Government Code Section 54953(e), that there is a proclaimed state of emergency related to COVID-19 and that meeting in person would present imminent risks to the health or safety of attendees.

RECOMMENDED ACTION

Staff respectfully recommends that the Board adopt Resolution 22-08-01 finding that the Board has reconsidered the circumstances of the state of emergency and meeting in person would present imminent risks to the health or safety of attendees.

BACKGROUND

Through the COVID-19 virus pandemic, Gubernatorial executive orders and, later, new legislation (Assembly Bill 361, "AB 361"), the Board has met via modified teleconference procedures in order to protect meeting attendees from the threat of the virus while preserving public access to legislative body meetings.

As modified by AB 361, Government Code section 54953(e) permits local legislative bodies to meet via teleconference if the Governor has proclaimed a state of emergency pursuant to Government Code section 8625 and the legislative body determines by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees. The determination must be reevaluated at least every 30 days and may be renewed if the Board finds that the state of emergency remains active and the state of emergency continues to directly impact the ability of attendees to meet safely in person.

ANALYSIS

The Governor's Proclamation of State of Emergency related to the COVID-19 virus pandemic remains in effect to this day in Yolo County and statewide. The virus, and its variants, are highly transmissible when in close proximity to an infected person, no matter if the infected person is showing symptoms or not. Further, new variants of varying community impact and transmissibility are revealed each month the pandemic continues, most recently the Omicron/BA.2 subvariant.

Meeting in person imminently risks attendees' health and safety by necessitating attendees – Board officers, staff, and members of the public – be in close proximity to a potentially infected person, no matter if he or she is showing symptoms or not.

The proposed resolution makes requisite findings to allow Board meetings to continue to be held via teleconference pursuant to Government Code section 54953(e). The Board is to make the following findings as part of the resolution:

- The Governor proclaimed a state of emergency on March 4, 2020 related to the COVID-19 virus pandemic and that state of emergency remains active within the jurisdiction of the District.
- The Board has reconsidered the circumstances of the state of emergency.
- The state of emergency continues to directly impact the ability of attendees to safely meet safely in person.
- To decrease the risk to the health and safety of attendees, Board meetings may be conducted via teleconference in accordance with Government Code section 54953(e).

It is recommended that the Board pass the resolution and direct staff to take all actions necessary to effectuate its intent to hold Board meetings in compliance with Section 54953(e).

If the Board does not pass the proposed resolution, the District will be required to meet pursuant to traditional teleconference requirements – e.g., opening teleconference locations to the public, listing addresses on meeting agendas, quorum of members.

Alternatives

The District's primary alternatives are as follows.

1. Adopt Resolution 22-08-01, making the findings required by California Government Code Section 54953(e); or
2. Adopt Resolution 22-08-01, making the findings required by California Government Code Section 54953(e) with directed revisions; or
3. Decline adopt Resolution 22-08-01, making the findings required by California Government Code Section 54953(e).

Staff is prepared to implement Alternative 1. Staff does not recommend any substantive revisions under Alternative 2, as such revisions may not comply with California Government Code Section 54953(e). Staff also does not recommend Alternative 3 as the continued threat of COVID-19 and its variants presents an imminent risk to the health and safety of meeting attendees.

Coordination and Review

This report was prepared in coordination with District counsel.

Budget/Cost Impact

There is no direct budget or cost impact associated with this item.

ATTACHMENT

Resolution 22-08-01

RESOLUTION 22-08-01

A RESOLUTION OF RECLAMATION DISTRICT 900 RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR AS APPLICABLE IN THE DISTRICT AND AUTHORIZING TELECONFERENCE MEETINGS OF LEGISLATIVE BODIES OF THE CITY PURSUANT TO THE RALPH M. BROWN ACT

WHEREAS, Reclamation District 900 ("District") is committed to preserving and nurturing public access and participation at meetings of its Board of Trustees (Board); and

WHEREAS, all meetings of the Board are open and public, as required by the Ralph M. Brown Act, Government Code section 54950 et seq. ("Brown Act"), so that any member of the public may attend, participate, and watch the District conduct its business; and

WHEREAS, Government Code section 54953(e)(1) provides a legislative body may meet via teleconference if the Governor has proclaimed a state of emergency pursuant to Government Code section 8625 and either: (i) state or local officials have imposed or recommended measures to promote social distancing; (ii) the legislative body meets to determine by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (iii) the legislative body has voted as such and is meeting pursuant to that vote; and

WHEREAS, a legislative body's decision to meet pursuant to Section 54953(e) must be reevaluated and renewed at least every thirty (30) days, or else the body will be required to adopt new initial findings; and

WHEREAS, while a legislative body meets via teleconference pursuant to Section 54953(e), it must take actions to preserve public access and public participation and give notice of the meeting and post agendas as otherwise required, allow members of the public to access the meeting via call-in line or internet-based service line, provide details on the agenda on how to access the meeting and give public comment, give an opportunity to comment pursuant to Government Code section 54954.3 and allow a reasonable amount of time during public comment for a person to register, login, and comment, and monitor the call-in line and internet-based service line to ensure no disruption hinders access or ability to comment, if there is, take no action until public access is restored; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency pursuant to Government Code section 8625 pertaining to the threat to human health and safety posed by the COVID-19 virus pandemic and that proclamation remains in effect to this day in Yolo County and statewide; and

WHEREAS, the virus has short- and long-term effects – fever and chills, cough, shortness of breath and difficulty breathing, fatigue, headache, nausea, vomiting, gastrointestinal issues, loss of taste and smell, death – and its prolific spread is severely impacting the health care system, inhibiting access to care for COVID-19 symptoms, and other ailments; and

WHEREAS, while being vaccinated significantly decreases the likelihood of contracting or dying from the virus, vaccinated and unvaccinated people alike can carry, transmit, and be affected by the virus; and

WHEREAS, the COVID-19 virus, and its variants, is spread through the air when a person who is carrying the virus, whether he or she is showing symptoms or not, is in close proximity to another person; and

WHEREAS, while the COVID-19 virus and its variants remain present in the community, meeting in person presents an imminent risk to Board meeting attendee health and safety beyond

the control of District services, personnel, equipment, and facilities due to its transferability through the air; and

WHEREAS, pursuant to Government Code section 8635 et seq., the Board has the authority during a state of emergency to take all actions necessary to perform its functions in the preservation of law and order, preservation of the furnishing of local services, and protection of life and property, which includes the authority to direct meetings of the District to be held via teleconference pursuant to this Resolution; and

WHEREAS, the Board desires to ratify the Governor's March 4, 2020, proclamation of state of emergency related to the COVID-19 virus pandemic as it applies to the jurisdiction of the District and authorize teleconference meetings of the District pursuant to Section 54953(e).

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

1. The recitals and findings set forth above are true and correct and are incorporated herein by reference as if set forth in full; and
2. The Governor's March 4, 2020 proclamation of state of emergency related to the COVID- 19 virus pandemic applies to the jurisdiction of the District and is ratified by the Board of Trustees; and
3. A state of emergency exists within the jurisdiction of the District related to the COVID-19 virus pandemic and the conditions of that emergency present an imminent risk to the health and safety of attendees at District Board meetings; and
4. In order to decrease the risk to the health and safety of attendees, Board meetings of the District may be conducted via teleconference in accordance with Government Code section 54953(e).
5. This Resolution shall take effect immediately upon its adoption and be effective for thirty (30) days, unless the Board takes action to rescind the Resolution, which may occur before the 30th day following adoption

PASSED AND ADOPTED this 18th day of August 2022, by the following vote:

AYES:

NOES:

ABSENT:

Martha Guerrero, RD 900 President

ATTEST:

Ralph R. Nevis, RD 900 Attorney

MEETING DATE: August 18, 2022		ITEM # 3	
	SUBJECT:		
CONSIDERATION OF RESOLUTION 2022-08-02, AUTHORIZING THE RECLAMATION DISTRICT 900 PRESIDENT AND GENERAL MANAGER TO ENTER INTO AND GRANT RIGHTS OF ENTRY, LICENSE AGREEMENTS, AND TEMPORARY CONSTRUCTION EASEMENTS REQUIRED FOR ENGINEERING, DESIGN, AND CONSTRUCTION OF THE FEDERAL WEST SACRAMENTO PROJECT			
INITIATED OR REQUESTED BY:		REPORT COORDINATED OR PREPARED BY:	
<input type="checkbox"/> Council <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 purpose of this report is to present adequate information to approve Resolution 2022-08-02 authorizing the Reclamation District 900 (RD 900, District) President and General Manager to enter into and grant over District property temporary access and control agreements with private property owners and other public agencies with property interests on, adjacent to, or necessary for levee investigations, engineering, design, and construction of the federal West Sacramento Project (Project).

RECOMMENDED ACTION

It is respectfully recommended that the District Board approve Resolution 2022-08-02 authorizing the District President and General Manager, by either signature, to enter into agreements described in this report in support of the Project.

BACKGROUND

The West Sacramento Area Flood Control Agency (WSAFCA, Agency), of which RD 900 is a member, is scheduled to enter into the Project Partnership Agreement (PPA) with the Army in September, 2022. In the meantime, WSAFCA is leading Preliminary Engineering and Design (PED) work for the Sacramento River North West Levee (SRNL). SRNL extends from the Sacramento Wier south along the Sacramento River to the Stone Locks. With execution of the PPA, budget appropriations become available for the US Army Corps of Engineers (USACE) to move the YBEL project into the construction review and bid solicitation processes and to initiate PED work on the SRNL. Property rights on the levee system vary from full fee ownership of the levee by the State, local maintaining agencies, and WSAFCA, to easements over privately held property, to parcels with prescriptive use of the land for flood protection. The District is one of the public entities with rights on the levee system. The District holds a number of long standing easements and other rights on the system. Both construction of the YBEL and SRNL PED will require temporary right of access to the levee system for evaluation and analysis of the existing levee and, later, to construct the Project. From time to time, it will be necessary and appropriate for the District to grant or receive temporary rights in furtherance of the Project.

ANALYSIS

Resolution 2022-08-02 authorizes the District President and General Manager, by either signature, to execute rights of entry, license agreements, and temporary construction easements and other temporary rights that allow Project work to proceed on property held or controlled by the District. Any such rights shall be of limited duration. Typically, the work will consist of geotechnical investigations, including borings, various types of survey work and mapping, environmental surveys, vehicle access, and construction and material staging needed for PED and construction. SRNL is approximately 5.8 miles in length with approximately 200 parcels occupied or adjacent to the levee, many encumbered by District easement. The District's standard insurance and indemnification requirements are typically part of the agreement conditions. Authority delegation to the District President and General Manager removes delay and redundancy in the agreement process and facilitates field work thereby facilitating planning and construction of the Project

Alternatives

Staff recommends District Board approval of Resolution 2022-08-02 which will reduce repeated requests to enter into or the grant of temporary access rights. The Board could decline to approve the resolution. However, declining the resolution could result in project delays related to the request for and approval of these rights on an ad hoc basis.

Coordination and Review

This report was prepared in coordination with District Counsel.

Budget/Cost Impact

No budget/cost impact with the proposed action. The activities and actions that would follow are performed during the normal course of District operations.

Attachments

- 1) Resolution 2022-08-02

RESOLUTION 2022-08-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF RECLAMATION DISTRICT 900 AUTHORIZING THE DISTRICT PRESIDENT AND GENERAL MANAGER TO ENTER INTO AND GRANT RIGHTS OF ENTRY, LICENSE AGREEMENTS, TEMPORARY CONSTRUCTION AND OTHER TEMPORARY RIGHTS AGREEMENTS FOR THE FEDERAL WEST SACRAMENTO CALIFORNIA PROJECT

WHEREAS, Reclamation District 900 (District) is a member of the West Sacramento Area Flood Control Agency (Agency) which is tasked with the financing and construction of levee improvement to the West Sacramento levee system; and

WHEREAS, following the lessons learned from Hurricane Katrina and the resulting change in levee standards and reduction in flood protection for the City of West Sacramento, the Agency embarked on an aggressive program titled the West Sacramento Levee Improvement Program to provide at least 200-year level of flood protection for the city as quickly as possible; and

WHEREAS, The Department of the Army, Army Corps of Engineers undertook a General Reevaluation Report (GRR) that identifies needed levee system improvements and the Government's interest in constructing those improvements; and

WHEREAS, The Agency, the Department of the Army, and the Central Valley Flood Protection Board have entered into an agreement to design and are poised to enter into an agreement to construct improvements to the levee system identified in the GRR; and

WHEREAS, Rights of Entry; Access License Agreements, Temporary Construction Easements and other temporary access rights in favor of the Agency or granted to third parties by the Agency are needed for preliminary design and engineering and construction of the federal West Sacramento California Project (Project); and

WHEREAS, the District is the holder of easements and other property rights on the levee system where improvements are contemplated; and

WHEREAS, the District desires to execute such agreements to facilitate and expedite the Project.

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

1. The District hereby authorizes the District President and General Manager, by either signature, to enter into temporary access agreements for the Project as described herein, in favor of the Agency or granted to third parties by the Agency as may be necessary for preliminary design and engineering and construction of the Project.

PASSED AND ADOPTED by the Reclamation District 900 on this 18th day of August 2022, by the following votes:

AYES:
NOES:
ABSENT:
ABSTAIN:

Martha Guerrero, RD 900 President

ATTEST:

Blake Johnson, General Manager/Secretary

APPROVED AS TO FORM:

Ralph R. Nevis, RD 900 Attorney

RECORDING REQUESTED BY:

Reclamation District 900

When Recorded Mail Document To:

Reclamation District 900

General Manager

PO Box 673

West Sacramento, CA 95691

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STORMWATER CONVEYANCE STRUCTURE ACCESS AND MAINTENANCE AGREEMENT

OWNER: Jefferson Village at Southport, LLC, a Washington limited liability company

PROPERTY ADDRESS: 2301 Jefferson Boulevard, West Sacramento, CA

APN: 046-010-051-000; 046-010-038-000; 046-010-004-000

THIS STORMWATER CONVEYANCE STRUCTURE ACCESS AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into in West Sacramento, California, this 18th day of August, 2022 by and between Jefferson Village at Southport, LLC, a Washington limited liability company (hereinafter referred to as "Owner"), and Reclamation District 900, a political subdivision of the State of California, operating under the Water Code of the State of California, Division 15, sections 50000 through 53900 (hereinafter referred to as "RD 900").

RECITALS

WHEREAS, the Owner owns real property ("Property") in the City of West Sacramento, County of Yolo, State of California, more specifically described in Exhibit "A" and depicted in the Site Map, included as Exhibit "B", each of which exhibits is attached hereto and incorporated herein by this reference; and

WHEREAS, RD 900 has a maintenance easement over a portion of the Property as more particularly described in Book 80 of Deeds, Page 407, Official Records of Yolo County (the "Easement"), and pursuant to such Easement, has a duty to access, operate and maintain the stormwater conveyance structure ("Facility") immediately south and adjacent to the Property to prevent flooding and damage to private property, including the Owner's Property; and

WHEREAS, the Owner intends to develop the Property in such proximity to the Facility as to impede RD 900's ability to effectively access, operate, and maintain the Facility to prevent flooding and damage to private property, including Owner's Property; and

WHEREAS, the Owner agrees to compensate RD 900 for its increased costs and expenses arising out of the impairment of RD 900's ability to access, operate, and maintain the Facility in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein, Owner and RD 900 hereby agree as follows:

1. The foregoing Recitals are incorporated herein by this reference.
2. Owner hereby grants RD 900, or its designee, rights of ingress and egress over and across those portions of the Property reasonably necessary for RD 900 to access the Facility and to perform any and all maintenance or repair work thereon, including rights of access in the event of emergency, as determined by the RD 900 General Manager, for RD 900 to take any such preventative measures as may be reasonably required to prevent flooding and damage to private property, including Owner's Property. RD 900 shall make every effort at all times to minimize or avoid interference with Owner's use of the Property. In the event that RD 900 or its designee damages or makes any alterations to the Property or any improvements or personal property owned by Owner or any third party located thereon in the course of exercising its rights under this Agreement, then RD 900 shall immediately restore the Property and the applicable improvements and personal property to at least the same condition as existed prior to RD 900's entrance onto the Property, at RD 900's sole cost and expense.
3. Owner agrees to pay RD 900 a Maintenance Fee of \$9,760.00 annually for routine maintenance of the Facility. The Maintenance Fee is subject to an annual inflationary escalator at the rate adopted by the RD 900 Board of Trustees in conjunction with submission of the annual RD 900 Drainage Assessment and in accordance with the 2016 RD 900 Drainage Operations and Maintenance Assessment Final Engineer's Report, or such later Drainage Assessment duly-adopted by the RD 900 Board of Trustees. The escalation shall be based on the annual change in the Construction Cost Index for the 20-city average with Base Year 1913 = 100, published by the Engineering News-Record, subject to a minimum increase of 0.00 percent and a maximum increase of 2.25 percent in any given calendar year. On or prior to June 1¹ of each fiscal year, RD 900 shall deliver to Owner a detailed written invoice for the Maintenance Fee owed by Owner for such calendar year, and Owner shall remit payment to RD 900 within forty-five (45) days after Owner's receipt of such invoice from RD 900. Owner's failure to timely pay any amount due to RD 900 under this Agreement shall become a part of the lien against said Property.
4. Owner shall execute and deliver to RD 900 an access, operation, and maintenance easement, in the form attached hereto as Exhibit C, affecting the portion of the Property that lies within the Facility and north of the Facility up to the improvements on Owner's Property.²
5. Nothing in this Agreement is intended to, nor shall it be interpreted to, abrogate RD 900's exercise of its existing legal rights in furtherance of its efforts to prevent flooding or damage

¹ RD 900 to advise as to the expected billing schedule for the Maintenance Fee and complete the bracketed field accordingly.

² RD 900 to provide proposed form of Access, Operation and Maintenance Easement for review.

to private property, including exercise of RD 900's rights under the Easement as well as any other rights and privileges granted to RD 900 pursuant to all applicable laws, rules, regulations and ordinances.

6. This Agreement shall be recorded in the Office of the Recorder of Yolo County, California and shall constitute notice to all of Owner's successors and assigns of the obligations herein set forth.
7. In event of any legal action or proceeding occasioned by any default or action of either party, or each party's respective successors or assigns, then the prevailing party shall be entitled to recover all costs and expenses incurred to enforce the terms of this Agreement, (including reasonable attorney's fees and legal costs) from the non-prevailing party.
8. It is the intent of the parties hereto that burdens and benefits herein undertaken shall constitute covenants that run with said Property and constitute a lien there against.
9. The obligations herein undertaken shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto. The term "Owner" shall include not only the present Owner, but also its heirs, successors, executors, administrators, and assigns. Owner shall notify any successor to title of all or any part of the Property of the existence of this Agreement.
10. Owner shall defend, indemnify and hold harmless RD 900 from all claims, suits, actions, damages, demands, costs or expenses of any kinds or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorney's fees, resulting from or in connection with loss of life, bodily or personal injury or property damage directly resulting from the negligence or willful misconduct of Owner or Owner's breach of the terms of this Agreement, except to the extent such loss or damage is caused by the negligence or willful misconduct of RD 900. RD 900 shall defend, indemnify and hold harmless Owner and its affiliates, owners, investors, shareholders, officers, employees, and agents from all claims, suits, actions, damages, demands, costs or expenses of any kinds or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorney's fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising directly or indirectly out of RD 900's entry onto the Property or from the performance or non-performance of any of RD 900's rights, duties or obligations under this Agreement, except to the extent such loss or damage is caused by the negligence or willful misconduct of Owner.
11. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.

12. This Agreement contains the entire understanding and agreement between the parties and supersedes any prior written or oral agreements between them respecting the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties relating to the subject matter of this Agreement that are not fully expressed herein.
13. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any obligation hereunder.
14. This Agreement may be changed, modified or amended only by an instrument in writing duly executed and acknowledged by the parties.
15. This Agreement and the rights and obligations hereunder shall be governed by the laws of the State of California. Any action arising out of this Agreement shall be brought and maintained in Yolo County, California, regardless of where else venue may lie.
16. Any notice to a party required or called for in this Agreement shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.
17. If Owner consists of more than one party, each person, entity or other party described as the "Owner" in the first paragraph of this Agreement and/or executing this Agreement for Owner shall be jointly and severally liable for each and every obligation and requirement imposed on Owner herein.

IF TO RD 900:
Reclamation District 900
General Manager
PO Box 673
West Sacramento, CA 95691

IF TO OWNER:
Jefferson Village at Southport, LLC
15 Lake Bellevue Drive, Suite 200
Bellevue, WA 98005

[SIGNATURE PAGES FOLLOW]

IN WITNESS THEREOF, the parties hereto have affixed their signatures as of the date first written above.

Reclamation District 900

By: _____

Martha Guerrero, President

ATTEST:

By: _____

Blake Johnson, General Manager

APPROVED AS TO FORM:

By: _____

Ralph R. Nevis, RD 900 Attorney

[NOTARY BLOCKS FOLLOW]

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

State of California }
County of Yolo }

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

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

WITNESS my hand and official seal.

Notary Public

[SIGNATURE PAGES CONTINUE]

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or type of document: Stormwater Treatment Device and Low Impact Development
Structure Access and Maintenance Agreement

Number of pages: 22, including Exhibits

Date of document: August 18, 2022

EXHIBIT "A"

Real property in the City of West Sacramento, County of Yolo, State of California, described as follows:

A PORTION OF SWAMP LAND SURVEYS NO'S 275 AND 797 DEPICTED ON THAT RECORD OF SURVEY MAP MADE FOR A.F. TURNER, LOCATED IN SWAMP LAND SURVEY NOS. 275, 797, AND RECLAMATION DISTRICT NO. 900, DATED MAY 1, 1958, AS SAME APPEARS OF RECORD IN THE OFFICE OF THE RECORDER OF YOLO COUNTY, STATE OF CALIFORNIA IN BOOK 8 OF MAPS AND SURVEYS, AT PAGE 53.

COMMENCING AT THE NORTHEAST CORNER OF LOT 152 OF ARLINGTON OAKS SUBDIVISION AS SHOWN ON MAP BOOK 4 AT PAGES 57 AND 58; THENCE COINCIDENT WITH THE WESTERLY LINE OF SAID SWAMP LAND SURVEY NO. 275, SOUTH 08°53'41" WEST A DISTANCE OF 303.09 FEET TO THE EASTERLY RIGHT OF WAY LINE OF JEFFERSON BLVD. AS SHOWN IN THAT DEED RECORDED AS DOC. NO. 2003-0044070 ON JUNE 25, 2003, YOLO COUNTY RECORDS; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE SOUTH 40°47'31" WEST A DISTANCE OF 104.46 FEET TO THE **POINT OF BEGINNING**.

THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE AS DESCRIBED IN DOC. NO.s 2003-0044070 AND 2003-0068233 SOUTH 40°47'31" WEST A DISTANCE OF 888.24 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE DESCRIBED IN THE DEED RECORDED AS DOC. NO. 96-0030461, THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 49°12'29" EAST A DISTANCE OF 13.03 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 40°47'31" WEST A DISTANCE OF 47.19 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL C IN BOOK 8 OF MAPS AND SURVEYS, AT PAGE 053; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL C SOUTH 80°48'19" EAST A DISTANCE OF 938.56 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF THE CLARKSBURG BRANCH LINE TRAIL (PREVIOUSLY KNOWN AS THE SACRAMENTO NORTHERN RAILWAY) RIGHT OF WAY; THENCE NORTHERLY ALONG SAID RIGHT OF WAY NORTH 22°45'31" EAST A DISTANCE OF 1238.83 FEET, MORE OR LESS, TO A POINT THAT IS ON THE CENTERLINE OF GATEWAY DRIVE; THENCE ALONG THE CENTERLINE OF SAID GATEWAY DRIVE, NORTH 67°14'29" WEST A DISTANCE OF 61.06 FEET TO A 1272.10 FOOT RADIUS CURVE CONCAVE NORTHERLY THROUGH AN ANGLE OF 01°15'24" AND AN ARC LENGTH OF 27.90 FEET; THENCE LEAVING SAID GATEWAY DRIVE CENTERLINE, SOUTH 23°34'16" WEST A DISTANCE OF 46.35 FEET; THENCE SOUTH 67°14'29" EAST A DISTANCE OF 13.90 FEET; THENCE SOUTH 22°45'31" WEST A DISTANCE OF 508.71 FEET TO A 280.47 FOOT RADIUS CURVE CONCAVE WESTERLY, THROUGH A DELTA ANGLE OF 17°55'03" AND AN ARC LENGTH OF 87.71 FEET; THENCE SOUTH 40°40'35" WEST A DISTANCE OF 97.10 FEET; THENCE NORTH 49°12'29" WEST A DISTANCE OF 542.66 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF JEFFERSON BLVD; AND THE **POINT OF BEGINNING**.

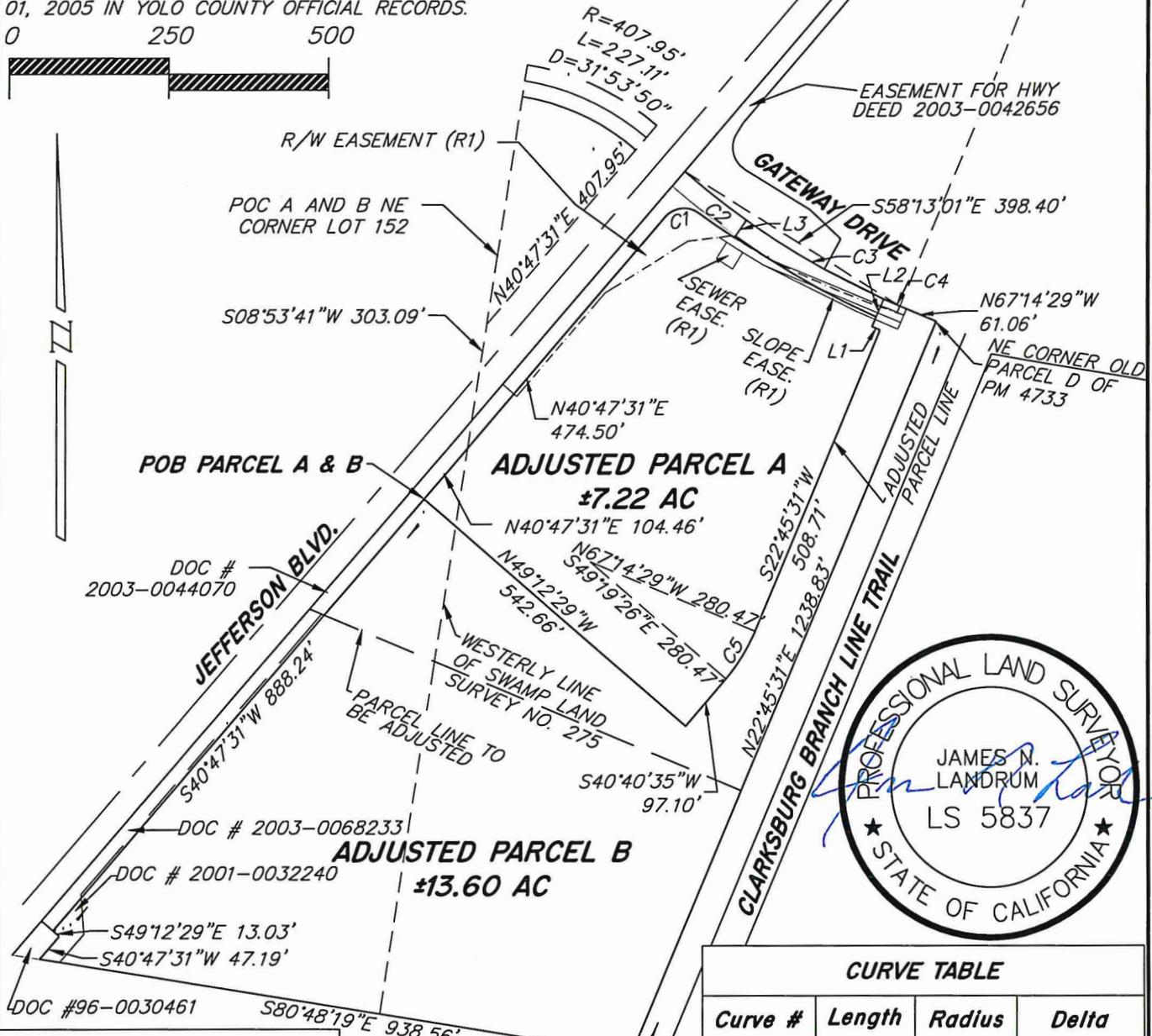
EXCEPTING A PORTION OF THAT RIGHT OF WAY EASEMENT IDENTIFIED AS PARCEL 1 OF DEED 99-0019260, RECORDED IN YOLO COUNTY RECORDS.

SAID PARCEL CONTAINING 592,262.79 SQUARE FEET, MORE OR LESS, OR 13.596 ACRES.

NOTE:

BASIS OF BEARINGS FOR PARCELS 1 AND 2 IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 2, SHOWN ON DEED RECORDED AS 2005-0031803, ON JULY 01, 2005 IN YOLO COUNTY OFFICIAL RECORDS.

0 250 500



LINE TABLE		
Line #	Length	Direction
L1	13.90'	S67°14'29"E
L2	46.35'	N23°34'16"E
L3	33.27'	N35°13'33"E

REFERENCES
(R1) EASEMENTS PER DOC. NO. 1999-0019260

CURVE TABLE			
Curve #	Length	Radius	Delta
C1	58.55'	39.37'	085°12'16"
C2	68.00'	1239.00'	003°08'40"
C3	248.95'	1272.10'	011°12'46"
C4	27.90'	1272.10'	001°15'24"
C5	87.71'	280.47'	017°55'03"

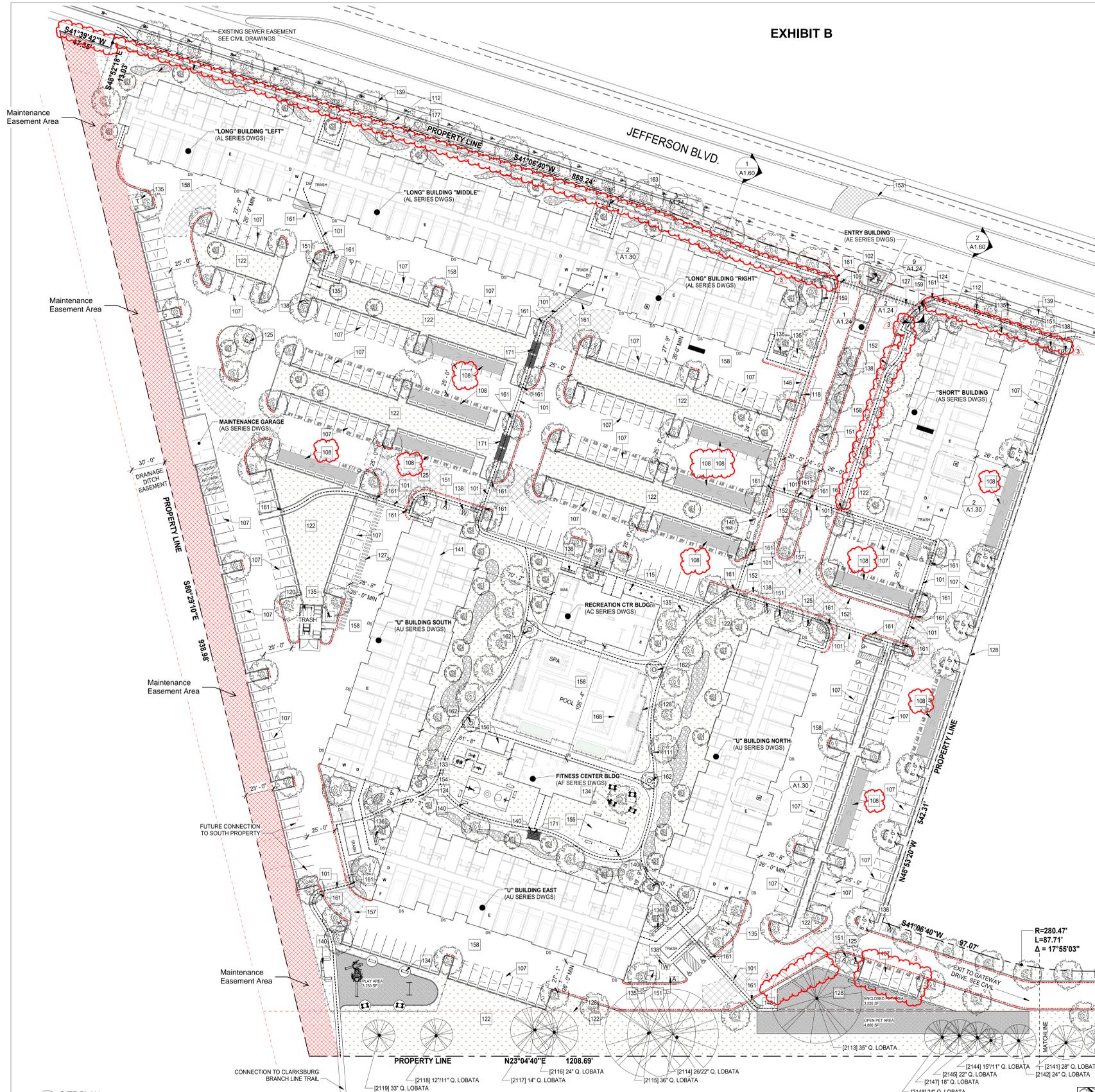
Drawn By: DAM
Date: 07/20/22
Scale: 1"=250'
Job No.: NC07158
Phone: 866.526.4214

EXHIBIT A
LOT LINE ADJUSTMENT PLAT
WEST SACRAMENTO CALIFORNIA

MVE Inc.
1117 L Street, Modesto, CA 95354
866.526.4214 | www.mve.net
Northern California | Southern California | Nevada

SHEET
1
OF **1**

EXHIBIT B



PARKING CALCULATIONS

REQUIRED PARKING STALLS:
 STUDIO (1 SPACE/UNIT)
 42 UNITS X 1 = 42 PARKING SPACES
 1-BED (1 SPACE/UNIT)
 98 UNITS X 1 = 98 PARKING SPACES
 2-BED (1.25 SPACE/UNIT)
 154 UNITS X 1.25 = 193 PARKING SPACES
 3-BED (1.5 SPACE/UNIT)
 28 UNITS X 1.5 = 42 PARKING SPACES
 154 UNITS X 1.5 = 231 PARKING SPACES
 322 UNITS X 1.5 = 483 PARKING SPACES
TOTAL REQUIRED PARKING STALLS: 408 STALLS

ASSIGNED PARKING STALLS:
 STUDIO (1 SPACE/UNIT)
 42 UNITS X 1 = 42 PARKING SPACES
 1-BED (1 SPACE/UNIT)
 98 UNITS X 1 = 98 PARKING SPACES
 2-BED (2 SPACES/UNIT)
 154 UNITS X 2 = 308 PARKING SPACES
 3-BED (2 SPACES/UNIT)
 28 UNITS X 2 = 56 PARKING SPACES
TOTAL ASSIGNED PARKING STALLS: 504 STALLS

LOADING STALLS (1 LOADING SPACE / BUILDING): 3 LOADING STALLS
USPS PARKING: 1 STALL
CAR WASH STALLS (NOT IDENTIFIED IN PARKING COUNT BELOW): 2 STALLS

TOTAL PROVIDED PARKING STALLS: 520 STALLS

TOTAL UNASSIGNED PARKING STALLS: 11 STALLS

ACCESSIBLE STALLS (2% OF ASSIGNED SPACES; 5% OF NON-ASSIGNED SPACES):

REQUIRED: (504 / 02) 11 + (11 / 05) 1 = 12 (2 VAN)
SURFACE PARKING: SURFACE STANDARD 4, SURFACE VAN 6
CARPORIT PARKING: CARPORIT STANDARD 3, GARAGE STANDARD 3, GARAGE PARKING 3
TOTAL PROVIDED: 12 (2 VAN)

EV STALLS (20% OF STALLS):
REQUIRED: (523 / 20) = 105
SURFACE EV PARKING: 4
CARPORIT EV PARKING (1 VAN): 102
TOTAL PROVIDED: 106

BIKE PARKING (SHORT TERM = 5% OF REQUIRED VEHICLE PARKING):
REQUIRED: (408 / 05) = 20

PARKING COUNT		
TYPE	SIZE	QTY
CARPORIT		
ACCESSIBLE - STANDARD	9X19	3
STANDARD	9X19	229
STANDARD - EV	9X19	97
		329
GARAGE		
ACCESSIBLE - STANDARD	9X19	3
STANDARD	9X19	89
		101
SURFACE		
ACCESSIBLE - STANDARD	9X19	4
ACCESSIBLE - VAN	9X19	2
COMPACT	8X16	13
STANDARD	9X19	64
STANDARD - EV	9X19	7
		90
TOTAL		520

CARPORIT COUNT	
CARPORIT TYPE	CARPORIT QTY
CARPORIT - 4	5
CARPORIT - 6	5
CARPORIT - 8	7
CARPORIT - 10	14
TOTAL CARPORITS	31

KEYNOTES

- | NO | DESCRIPTION |
|-----|---|
| 101 | STAMPED ASPHALT WITH COLORING - FRISCO COBBLE PATTERN |
| 102 | PERFORATED METAL AND STEEL FRAME ENTRY SCULPTURE. SEE SHEET A1.24 |
| 107 | BIDDER DESIGN PRE-MANUFACTURED CARPORT. SEE SHEET A1.21 |
| 108 | BIDDER DESIGN PRE-MANUFACTURED CARPORT WITH SOLAR. SEE SHEET A1.21 |
| 109 | PEDESTRIAN ACCESS PATH |
| 111 | CONCRETE WALKWAY, THICKNESS PER STRUCTURAL W/ CONTROL AND EXPANSION JOINTS, 5' MIN. WIDTH, TYP. |
| 112 | 8" WIDE PLANTING STRIP WITH STREET TREES. SEE LANDSCAPE DRAWINGS |
| 115 | (3) ALUMINUM 12" TALL FLAGPOLES |
| 116 | INTEGRAL COLOR 8" THICK CONCRETE @ DRIVE WITH FRISCO COBBLE PATTERN |
| 120 | TRASH ENCLOSURE WITH 30 YD TRASH COMPACTOR. SEE SHEET A1.24 |
| 122 | BIO-RETENTION AREA. SEE CIVIL ENGINEERING DRAWINGS. |
| 124 | DASHED LINE REPRESENTS ACCESSIBLE ROUTE THROUGHOUT SITE - MIN 5' WIDE |
| 125 | POAE PRIMARY ENCLOSURE |
| 127 | PAINTED STRIPED CROSSWALK. SEE LANDSCAPE DRAWINGS |
| 128 | POWDER COATED METAL FENCE PER DETAIL 8/1.23 |
| 133 | OUTDOOR GYM EQUIPMENT |
| 134 | METAL PICNIC TABLE WITH INTEGRATED SEATING. SEE LANDSCAPE DRAWINGS |
| 135 | TRANSFORMER PAD PER PG&E REQUIREMENTS. |
| 136 | 5 STALL SHORT TERM BIKE RACK |
| 138 | WAVE UTILITY VAULT |
| 139 | 6" WIDE BIKE LANE PER WEST SACRAMENTO STANDARDS. SEE CIVIL DRAWINGS |
| 140 | SITE BENCH. SEE LANDSCAPE DRAWINGS |
| 141 | CAR WASH AREA. PROVIDE 4" CONCRETE SLAB W/ THICKENED EDGE, DRAIN & HOSE BIB |
| 146 | FIRE ACCESS LANE WITH REMOVABLE BOLLARDS. SEE ARCHITECTURAL SITE PLAN DETAILS |
| 148 | PLAYGROUND EQUIPMENT STRUCTURE PER PLAYGROUND EQUIPMENT VENDOR |
| 151 | ATT UTILITY VAULT |
| 152 | FIRE LANE MARKING ALONG CURB. PROVIDE "NO PARKING FIRE LANE" SIGN |
| 153 | FIRE TRUCK ACCESS - GRASS ROAD PAVERS. PROVIDE NO LEFT TURN (CALTRANS R33) AND EMERGENCY ACCESS (CALTRANS SR48) SIGNS. SEE CIVIL DRAWINGS |
| 154 | HALF SIZE BASKETBALL COURT |
| 155 | HALF SIZE BEACH VOLLEYBALL COURT |
| 156 | POOL EQUIPMENT CURB ENCLOSURE. PER CONDITIONS OF APPROVAL |
| 157 | FIRE APPARATUS TURNING RADIUS. PER CONDITIONS OF APPROVAL |
| 159 | PROJECT ENTRY SIGNAGE SEE ARCHITECTURAL SITE PLAN DETAILS |
| 161 | DETECTABLE WARNING PER DETAIL A1.20 |
| 162 | CIRCULAR SEAT PLANTERS. STREET LIFE C29-D180-86-PC OR SIMILAR |
| 163 | 4" HIGH METAL PICKET GATE WITH SECURITY FOB ACCESS |
| 168 | PROVIDE COLOR ADDITIVE TO SLAB ON GRADE. CONFIRM COLOR WITH ARCHITECT BEFORE MIXING AND INSTALL. |
| 171 | OUTDOOR TRELLIS |
| 177 | 6" WIDE SIDEWALK PER WEST SACRAMENTO STANDARDS. SEE CIVIL DRAWINGS |

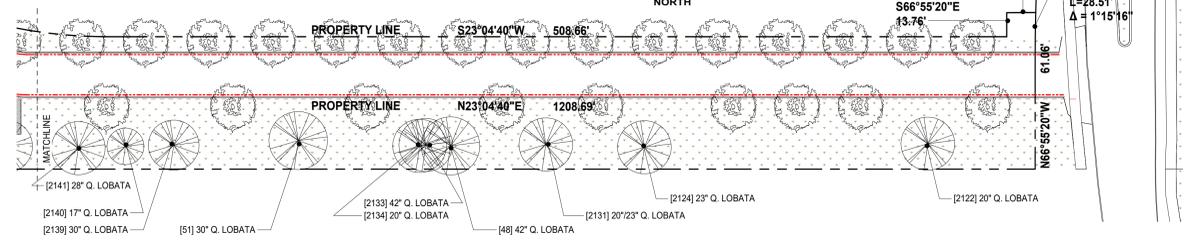
GENERAL SITE PLAN NOTES

- CROSS SLOPE AT ALL WALKS TO BE 2% MAX. SEE CIVIL ENGINEERING DRAWINGS.
- 6" HIGH EXTRUDED CURB AT LANDSCAPE ISLANDS PER DETAIL Y2X
- COMPACT AND EV PARKING SPACES SHALL BE 9'-0" x 19'-0" MIN.
- COMPACT SIZE PARKING SPACES AT 8'-0" x 18'-0" MIN.
- ACCESSIBLE PARKING SPACES AND EV ACCESSIBLE PARKING SPACES SHALL BE 9'-0" x 19'-0" WITH A 5'-0" MIN STRIPPED AISLE IN BETWEEN. VAN ACCESSIBLE SPACES REQUIRE A 8'-0" MIN STRIPPED AISLE.
- ALL GATES SHALL BE EQUIPPED WITH ACCESSIBLE MEANS OF EMERGENCY ENTRY ON THE EXTERIOR SIDE (KNOX BOX, KS-2)
- INSTALL EXTRUDED CURBS ON SITE UNLESS NOTED OTHERWISE.
- WHEELSTOPS TO BE PROVIDED AT ALL SPACES. MAINTAIN 2'-0" SETBACK FROM SIDEWALKS PER DETAIL Y2X
- ACCESS REQUIRED TO WITHIN 150 FEET OF ANY PORTION OF ALL BUILDINGS FROM THE FIRE DEPARTMENT ACCESS ROAD. ACCESS NOT PERMITTED TO CROSS BIO-RETENTION AREAS, LANDSCAPE AREAS, WALLS, OR PASS UNDER COVERED WALKWAYS.
- PROVIDE DETECTABLE WARNING DOMES AT ALL RAMP AND AT ENTRIES TO HAZARDOUS AREAS.
- ALL-WEATHER ROADWAY ACCESS AND OPERATING FIRE HYDRANTS SHALL BE SERVICEABLE PRIOR TO COMBUSTIBLE MATERIALS BEING STORED ON SITE.
- PAINT "FIRE LANE - NO PARKING" ONTO RED PAINTED CURBS INDICATED ON SITE PLAN IN 5" HIGH WHITE BLOCK LETTERS, HELVETICA TYPE STYLE. ORIENT LETTERS TO READABLE FROM THE ROAD SIDE.
- PROVIDE SIGNAGE FOR ALL FIRE CONTROL ROOMS.
- FIRE PROTECTION CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE UNDERGROUND FIRE LINE INSTALLATION FROM THE STUB OUT TO THE FIRE RISER ROOMS.
- SEE CIVIL DRAWINGS FOR FIRE HYDRANT LOCATIONS.

LEGEND AND SYMBOLS

- CARPORIT
- ACCESSIBLE PARKING DESIGNATION
- EV
- COMPACT VEHICLE PARKING DESIGNATION
- FIRE DEPARTMENT TURNING RADIUS FOR FIRE APPARATUS
INSIDE RADIUS: 28'
OUTSIDE RADIUS: 46'
- D BUILDING LOW VOLTAGE CONNECTION
- E BUILDING ELECTRICAL METER ROOM
- F BUILDING FIRE PUMP ROOM
- W BUILDING WATER DISTRIBUTION ROOM
- PROPERTY LINE
- ACCESSIBLE PATH AROUND SITE, MIN 5' WIDTH
- EXTENT OF RED PAINTED CURB FOR FIRE LANE MARKING
- DECORATIVE METAL PICKET FENCE 5' HIGH
- EXISTING HERITAGE OR TREE - 15.0" DBH IN GOOD OR EXCELLENT CONDITION TO BE SAVED WITHIN PROPERTY LINES
- NEW TREE - SEE LANDSCAPE DRAWINGS

1 SITE PLAN
1" = 40'-0"



2 SITE PLAN - GATEWAY ACCESS
1" = 40'-0"



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SUBMITTAL/REVISIONS

No	Date	Description
1	10/29/21	PERMIT REVISION #1
3	03/18/22	PERMIT REVISION #2

KINECT @ SOUTHPORT
 2301, 2305, 2309, 2313, 2317,
 2321, 2325, 2329 JEFFERSON BLVD.
 WEST SACRAMENTO, CA

PROJECT TITLE

04/01/2022 BID ADDENDUM #2

SITE PLAN

DRAWN BY AT CHECK BY DD

DATE 4/11/2022 10:16:05 AM

SHEET NUMBER

A1.00

EXHIBIT C

RECORDING REQUESTED BY:

Reclamation District 900

When Recorded Mail Document To:

Reclamation District 900
General Manager
PO Box 673
West Sacramento, CA 95691

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ACCESS, OPERATION AND MAINTENANCE EASEMENT

OWNER: JEFFERSON VILLAGE AT SOUTHPORT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

PROPERTY ADDRESS: 2301 JEFFERSON BOULEVARD, WEST SACRAMENTO, CA

APN: 046-010-051-000; 046-010-038-000; 046-010-004-000

The undersigned grantor(s) declare(s): Documentary transfer tax is \$ 0.00.
Realty not sold; No consideration or value for interest or property conveyed.
Revenue and Tax Code § 11911(a).

This Access, Operation and Maintenance Easement (the "Easement"), dated for reference only as of August 18, 2022, is made by and between JEFFERSON VILLAGE AT SOUTHPORT, LLC, a Washington limited liability company, as "Grantor", and RECLAMATION DISTRICT 900, a political subdivision of the State of California, operating under the Water Code of the State of California, Division 15, sections 50000 through 53900 (hereinafter referred to as "RD 900") as Grantee.

RECITALS

A. **WHEREAS**, Grantor is the owner of real property which is the subject of this Easement, said land being commonly referred to as Assessor's Parcel Numbers 046-010-051-000, 046-010-038-000, and 046-010-004-000 and located in the City of West Sacramento, County of Yolo, State of California, as more particularly described on **Exhibit A** and depicted in the Site Map attached hereto as **Exhibit B** and incorporated herein by reference (the "Property");

B. **WHEREAS**, RD 900 has an existing easement over a portion of the Property as more particularly described in Book 80 of Deeds, Page 407, Official Records of Yolo County (the "Existing Easement"), and pursuant to such Existing Easement and applicable law, has a right and

Access, Operation and Maintenance Easement 1 Jefferson Village at Southport, LLC

MAIL TAX STATEMENTS AS DIRECTED ABOVE

duty to access, operate and maintain the stormwater conveyance structure (“*Facility*”) immediately south and adjacent to the Property to prevent flooding and damage to private property, including the Grantor’s Property; and

C. WHEREAS, Grantor intends to develop the Property in such proximity to the Facility as to impede RD 900’s ability to effectively access, operate, and maintain the Facility to prevent flooding and damage to private property, including Owner’s Property; and

D. WHEREAS, Grantor and RD 900 have entered into that certain Stormwater Conveyance Structure Access and Maintenance Agreement dated August 18, 2022 (the “*Agreement*”); and

E. WHEREAS, Grantor and RD 900 intend to allow for RD 900’s continued operation and maintenance of the Facility on the terms set forth in the Agreement and further intend that RD 900 shall have the easement rights set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein, Owner and RD 900 hereby agree as follows:

EASEMENT AGREEMENT

1. The foregoing Recitals are incorporated herein by this reference.

2. Grant of Easement. For and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to RD 900, and to its successors and assigns, a non-exclusive easement (“*Easement*”) in, upon, about, under, over and through the portions of the Property described and depicted in **Exhibits C and D** attached hereto and incorporated herein by reference, for the operation, maintenance, repair and replacement of the Facility, together with rights of access for purposes of such operation, maintenance, repair and replacement of the Facility as may be necessary. The Easement granted herein is supplementary to the Existing Easement, which remains in full force and effect notwithstanding the Easement granted herein.

3. Limitations on Grant of Easement. This Easement is not intended to grant RD 900 a fee interest in the Property, nor is it intended to be a lease or a license. Grantor and its successors, assigns, heirs, beneficiaries, and personal representatives shall retain all of the incidents of ownership and use held by owners of fee title to real property encumbered by an easement.

4. Covenants Running with the Land; Binding on Successors. Pursuant to California Civil Code section 1468, this Access, Operation And Maintenance Easement and the Easement represent covenants related to the use, repair, maintenance and improvement of the properties benefitted and burdened hereby, and, as such, the covenants set forth herein shall be binding upon the Property and shall be binding upon all parties having or in the future acquiring any interest in the Property.

5. Warranty of Authority. Grantor warrants that it is the legal owner of the Property and has the power and authority to impose the encumbrance of the Easement on the Property. RD 900 warrants that it has the power and authority to accept the Easement on the Property.

6. Entire Agreement. This Easement Agreement contains the entire agreement of the parties hereto relating to the Easement herein granted. Any representations or modifications concerning this Easement Agreement not incorporated within this Agreement shall be of no force and effect.

7. Amendment. This Easement shall be amended only by a written and recorded instrument signed by the parties or the then current owner of the Property and the Easement.

8. Binding Effect. This Easement Agreement shall be binding upon and inure to the benefit of the parties successors and assigns, heirs, beneficiaries and personal representatives.

9. Governing Law. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of California.

GRANTOR

Jefferson Village at Southport, LLC,
a Washington limited liability company

By: _____
Name: Roger W. Kuula
Its: Manager

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Roger W. Kuula is the individual who appeared before me, and said person acknowledged that he signed this instrument as the Manager of Jefferson Village at Southport, LLC, a Washington limited liability company, and on oath stated that he was authorized to execute the instrument as his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____, 2022.

[PRINT NAME] _____
NOTARY PUBLIC for the State of _____
residing at _____
My appointment expires: _____

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or type of document: Access, Operation and Maintenance Agreement

Number of pages: 22, including Exhibits

Date of document: August 18, 2022

**CERTIFICATE OF ACCEPTANCE OF
ACCESS, OPERATION AND MAINTENANCE EASEMENT**

Reclamation District No. 900 hereby certifies its acceptance of the attached Access, Operation and Maintenance Agreement from Jefferson Village at Southport, LLC, in favor of Reclamation District No. 900. This acceptance was made on August 18, 2022, at a regular meeting of the Board of Trustees of Reclamation District No. 900 on motion duly made, seconded and unanimously carried, and such acceptance is certified to by the signature of the Reclamation District No. 900 General Manager/Secretary affixed hereto.

Dated: _____, 2022

RECLAMATION DISTRICT NO. 900

By: _____
Blake Johnson, General Manager/Secretary

CALIFORNIA NOTARY ACKNOWLEDGMENT

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

State of California

County of _____

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

Real property in the City of West Sacramento, County of Yolo, State of California, described as follows:

A PORTION OF SWAMP LAND SURVEYS NO'S 275 AND 797 DEPICTED ON THAT RECORD OF SURVEY MAP MADE FOR A.F. TURNER, LOCATED IN SWAMP LAND SURVEY NOS. 275, 797, AND RECLAMATION DISTRICT NO. 900, DATED MAY 1, 1958, AS SAME APPEARS OF RECORD IN THE OFFICE OF THE RECORDER OF YOLO COUNTY, STATE OF CALIFORNIA IN BOOK 8 OF MAPS AND SURVEYS, AT PAGE 53.

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THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE AS DESCRIBED IN DOC. NO.s 2003-0044070 AND 2003-0068233 SOUTH 40°47'31" WEST A DISTANCE OF 888.24 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE DESCRIBED IN THE DEED RECORDED AS DOC. NO. 96-0030461, THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 49°12'29" EAST A DISTANCE OF 13.03 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 40°47'31" WEST A DISTANCE OF 47.19 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL C IN BOOK 8 OF MAPS AND SURVEYS, AT PAGE 053; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL C SOUTH 80°48'19" EAST A DISTANCE OF 938.56 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF THE CLARKSBURG BRANCH LINE TRAIL (PREVIOUSLY KNOWN AS THE SACRAMENTO NORTHERN RAILWAY) RIGHT OF WAY; THENCE NORTHERLY ALONG SAID RIGHT OF WAY NORTH 22°45'31" EAST A DISTANCE OF 1238.83 FEET, MORE OR LESS, TO A POINT THAT IS ON THE CENTERLINE OF GATEWAY DRIVE; THENCE ALONG THE CENTERLINE OF SAID GATEWAY DRIVE, NORTH 67°14'29" WEST A DISTANCE OF 61.06 FEET TO A 1272.10 FOOT RADIUS CURVE CONCAVE NORTHERLY THROUGH AN ANGLE OF 01°15'24" AND AN ARC LENGTH OF 27.90 FEET; THENCE LEAVING SAID GATEWAY DRIVE CENTERLINE, SOUTH 23°34'16" WEST A DISTANCE OF 46.35 FEET; THENCE SOUTH 67°14'29" EAST A DISTANCE OF 13.90 FEET; THENCE SOUTH 22°45'31" WEST A DISTANCE OF 508.71 FEET TO A 280.47 FOOT RADIUS CURVE CONCAVE WESTERLY, THROUGH A DELTA ANGLE OF 17°55'03" AND AN ARC LENGTH OF 87.71 FEET; THENCE SOUTH 40°40'35" WEST A DISTANCE OF 97.10 FEET; THENCE NORTH 49°12'29" WEST A DISTANCE OF 542.66 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF JEFFERSON BLVD; AND THE **POINT OF BEGINNING**.

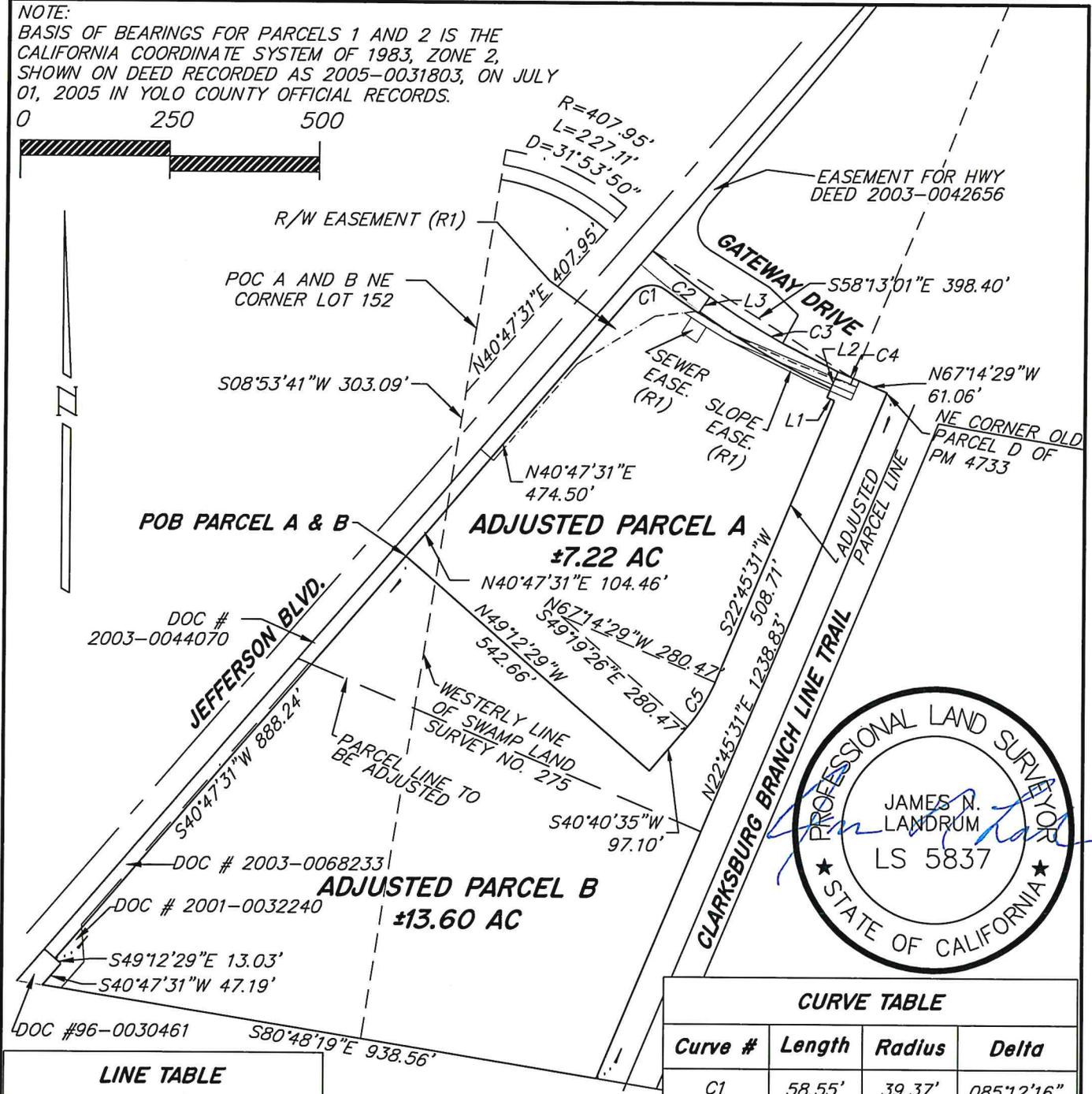
EXCEPTING A PORTION OF THAT RIGHT OF WAY EASEMENT IDENTIFIED AS PARCEL 1 OF DEED 99-0019260, RECORDED IN YOLO COUNTY RECORDS.

SAID PARCEL CONTAINING 592,262.79 SQUARE FEET, MORE OR LESS, OR 13.596 ACRES.

NOTE:

BASIS OF BEARINGS FOR PARCELS 1 AND 2 IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 2, SHOWN ON DEED RECORDED AS 2005-0031803, ON JULY 01, 2005 IN YOLO COUNTY OFFICIAL RECORDS.

0 250 500



LINE TABLE		
Line #	Length	Direction
L1	13.90'	S67°14'29"E
L2	46.35'	N23°34'16"E
L3	33.27'	N35°13'33"E

REFERENCES
(R1) EASEMENTS PER DOC. NO. 1999-0019260

CURVE TABLE			
Curve #	Length	Radius	Delta
C1	58.55'	39.37'	085°12'16"
C2	68.00'	1239.00'	003°08'40"
C3	248.95'	1272.10'	011°12'46"
C4	27.90'	1272.10'	001°15'24"
C5	87.71'	280.47'	017°55'03"

Drawn By: DAM
Date: 07/20/22
Scale: 1"=250'
Job No.: NC07158
Phone: 866.526.4214

EXHIBIT "B"
LOT LINE ADJUSTMENT PLAT
WEST SACRAMENTO CALIFORNIA

MVE Inc.
1117 L Street, Modesto, CA 95354
866.526.4214 | www.mve.net
Northern California | Southern California | Nevada

SHEET
1
OF **1**

EXHIBIT C

REAL PROPERTY IN THE CITY OF WEST SACRAMENTO, COUNTY OF YOLO, STATE OF CALIFORNIA,
DESCRIBED AS FOLLOWS:

A 25.00 FOOT WIDE DRAINAGE DITCH AND MAINTENANCE EASEMENT LYING IN ADJUSTED PARCEL B OF LOT LINE ADJUSTMENT No. _____ IN A PORTION OF SWAMP LAND SURVEY NO 275 AND 797 DEPICTED ON THAT RECORD OF SURVEY MAP MADE FOR A.F. TURNER, LOCATED IN SWAMP LAND SURVEY NOS. 275, 797, AND RECLAMATION DISTRICT NO. 900, DATED MAY 1, 1958, AS SAME APPEARS OF RECORD IN THE OFFICE OF THE RECORDER OF YOLO COUNTY, STATE OF CALIFORNIA IN BOOK 8 OF MAPS AND SURVEYS, AT PAGE 53.

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF ADJUSTED PARCEL B OF SAID LOT LINE ADJUSTMENT No. _____, THIS POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY OF JEFFERSON BLVD. AS DESCRIBED IN DOC NO. 96-0030461; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY, NORTH 40°47'31" EAST A DISTANCE OF 29.35 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE, SOUTH 80°48'19" EAST A DISTANCE OF 929.21 FEET MORE OR LESS TO A POINT ON THE EASTERLY PROPERTY LINE OF SAID ADJUSTED PARCEL B, SAID EASTERLY PROPERTY LINE ALSO BEING THE WESTERLY LINE OF THE CLARKSBURG BRANCH LINE TRAIL (PREVIOUSLY KNOWN AS THE SACRAMENTO NORTHERN RAILWAY) RIGHT OF WAY; THENCE ALONG SAID EASTERLY PROPERTY LINE SOUTH 22°45'31" WEST A DISTANCE OF 25.72 FEET MORE OR LESS TO THE MOST SOUTHEASTERLY CORNER OF SAID ADJUSTED PARCEL B; THENCE CONTINUING ON THE SOUTHERLY PROPERTY LINE, SAID PROPERTY LINE ALSO BEING THE CENTERLINE OF AN EXISTING DRAINAGE DITCH PER BOOK 8 OF MAPS AND SURVEYS, AT PAGE 53, NORTH 80°48'19" WEST A DISTANCE OF 938.56 FEET MORE OR LESS TO THE **POINT OF BEGINNING.**

CONTAING 23,350 FEET, MORE OR LESS, OR 0.536 ACRES.



JEFFERSON BLVD.

ADJUSTED PARCEL A
LLA DOC# _____

ADJUSTED PARCEL B
LLA DOC# _____

CLARKSBURG BRANCH LINE TRAIL

N40°47'31"E
29.35'

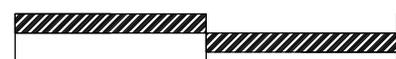
POB

SOUTHWESTERLY CORNER OF PARCEL B
OF LOT LINE ADJUSTMENT
NO. _____

S80°48'19"E 929.21'
N80°48'19"W 938.56'

S22°45'31"W
25.72'

0 200 400



DRAINAGE DITCH EASEMENT AREA
23,350± S.F.

Drawn By: RG
Date: 8/05/22
Scale: 1"=200'
Job No.: NC07158
Phone: 866.526.4214

EXHIBIT D
DRAINAGE DITCH
EASEMENT

WEST SACRAMENTO CALIFORNIA



1117 L Street, Modesto, CA 95354
866.526.4214 | www.mve.net
Northern California | Southern California | Nevada

SHEET
1
OF **1**

MEETING DATE: August 18, 2022		ITEM # 5	
 SUBJECT: CONSIDERATION OF RESOLUTION 2022-08-03, AUTHORIZING THE RECLAMATION DISTRICT 900 GENERAL MANAGER TO SIGN AS THE REPRESENTATIVE OF RD 900 TO EXECUTE AND DELIVER TO THE ADMINISTRATOR OF THE RETIREMENT PLAN ONE OF MORE COUNTERPARTS OF THE PLAN			
INITIATED OR REQUESTED BY: <input type="checkbox"/> Council <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 purpose of this report is to present adequate information to approve Resolution 2022-08-03 authorizing the Reclamation District 900 (RD 900, District) General Manager to approve and sign qualified retirement plan documents on behalf of the District.

RECOMMENDED ACTION

It is respectfully recommended that the District Board approve Resolution 2022-08-03 authorizing the District General Manager, by signature, to sign necessary documents to continue the District’s established retirement program through Benefit Resources, Inc.

BACKGROUND

Benefit Resource, Inc. (Administrator) has been administering the District’s retirement plan since approximately 2003. As part of their administration requirements and pursuant to applicable laws and regulations, new documents are periodically required to be signed by the District. In order to comply with applicable law, the General Manager executed the necessary documents and transmitted them to the Administrator prior to the applicable deadline. The Administrator has requested a Resolution of the Board affirming the General Manager’s authority to execute and transmit the documents.

ANALYSIS

Resolution 2022-08-03 authorizes the General Manager to sign the required documents as provided by the Administrator.

Alternatives

Staff recommends District Board approval of Resolution 2022-08-03 to comply with the Administrator’s request for authorization. The Board could decline to approve the resolution but in the circumstances the authorization is a reasonable request of the Administrator to ensure it has received authorized signatures in furtherance of its administrative obligations.

Coordination and Review

This report was prepared in coordination with District Counsel.

Budget/Cost Impact

No budget/cost impact with the proposed action. The activities and actions that would follow are performed during the normal course of District operations.

Attachments

- 1) Resolution 2022-08-03

RESOLUTION 2022-08-03

**A RESOLUTION OF THE BOARD OF DIRECTORS OF RECLAMATION DISTRICT 900
AUTHORIZING THE GENERAL MANAGER TO SIGN AND THE REPRESENTATIVE OF RD
900 TO EXECUTE AND DELIVER TO THE ADMINISTATOR OF THE RETIREMENT PLAN
ONE OF MORE COUNTERPARTS OF THE PLAN**

WHEREAS, Reclamation District 900 (District) is contracted with Benefit Resources, Inc. to provide administration of the District's retirement plan; and

WHEREAS, Benefit Resources, Inc. requires a District Resolution to designate a signatory to approve and sign qualified retirement plan documents; and

WHEREAS, the District General Manager has the general authority to execute documents on behalf of Reclamation District No. 900;

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

1. Blake Johnson, as District General Manager, has the authority as of July 1, 2022, to approve and sign qualified retirement plan documents on behalf of Reclamation District No. 900.

PASSED AND ADOPTED by the Reclamation District 900 on this 18th day of August 2022, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Martha Guerrero, RD 900 President

ATTEST:

Blake Johnson, General Manager/Secretary

APPROVED AS TO FORM:

Ralph R. Nevis, RD 900 Attorney

**SPECIAL MEETING OF THE
RECLAMATION DISTRICT 900
JULY 28, 2022
Minutes**

Pursuant to Government Code section 54953, as amended by Assembly Bill 361 (2021), and due to the State of Emergency declared by the Governor on March 4, 2020, members of the Reclamation District 900 Board of Trustees participated in this Special Meeting using the Zoom meeting platform. To reduce the spread of COVID-19, members of the public were invited to watch the meeting livestream at https://youtu.be/a8FQ3-Sjz_o.

The meeting was called to order at 6:01 PM by President Guerrero. Also in attendance at the meeting were: Trustees Alcalá and Ledesma; General Manager Johnson, Interim Assistant General Manager Fabun and District Counsel Nevis.

GENERAL ADMINISTRATION – PART I

Entry No. 1

Heard General Administration Functions as follows:

A. None.

CONSENT AGENDA – PART II

Entry No. 2

Consideration of Resolution 22-07-01 Ratifying the Proclamation of a State of Emergency by Governor Newsom as Applicable in the District and Authorizing Teleconference Meetings of Legislative Bodies of Reclamation District 900 Pursuant to The Ralph M. Brown Act.

Entry No. 3

Consideration of Adoption of Resolutions 22-07-02 and 22-07-03 Determining RD 900 Drainage Assessments and Assessment Collection Through Yolo County Secured Tax Roll for Fiscal Year 2022-23.

Entry No. 4

Consideration of Resolutions 22-07-04 and 2022-07-05 Determining the 537 Area Drainage Assessments and Assessment Collection Through the Yolo County Secured Tax Roll for Fiscal Year 2022-23.

Entry No. 5

Consideration of a Contract with Dustin N. Dumars, CPA for District General Accounting and Financial Management.

Entry No. 6

Consideration of Approval of the June 30, 2022 Meeting Minutes.

Entry No.

MOTION: Alcalá

SECOND: Ledesma

AYES: Alcalá, Ledesma, Guerrero

NOES: None

ABSTAIN: None

ABSENT: Early, Orozco

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

REGULAR AGENDA – PART III

Entry No. 7

Trustee Comments: No Comments

Entry No. 8

The meeting adjourned at 6:04 PM.

MOTION: Alcalá
NOES: None

SECOND: Ledesma
ABSTAIN: None

AYES: Alcalá, Ledesma, Guerrero
ABSENT: Early, Orozco

The adjournment passed 3-0, by roll call vote.



Blake Johnson, General Manager/Secretary
Reclamation District 900



General Manager Update

August 18, 2022

ADMINISTRATION/FINANCE

CALOES/FEMA GRANT – BLACKER CANAL REIMBURSEMENT REQUEST

The District's consultant (LWA) submitted quarter 2 reimbursement requests for Blacker Canal.

The Flood Maintenance Assistance Program (FMAP) Application for 22/23 is being prepared by the District's consultant (MHM).

Discussion for a different permanent time/date for RD 900 Board Meetings.

OPERATION AND MAINTENANCE

LEEVE MAINTENANCE

Waiting on insurance company for final payout of tractor/mower that was lost in a fire on June 16, 2022. Spoke with sales representative regarding the purchase of a new tractor. Not many tractors available at this time.

Staff constantly monitoring equipment for metal fatigue/rodent damage. Current mower is showing signs of fatigue, will need to be replaced within the next 6 months.

PROJECTS

RD900 OFFICE, 889 DREVER ST.

ROOF REPLACEMENT

Staff should have a Request for Proposal available in the next few weeks for roof repair/replacement.

OFFICE LANDSCAPING

Staff should have a Request for Proposal available in the next few weeks for landscape design.

OFFICE SIGNAGE

Staff should have a Request for Proposal available in the next few weeks for office signage.

PERIODIC LEEVE INSPECTIONS

DWR/USACE

No updates to report.

EMERGENCY PREPAREDNESS

2022 EMERGENCY PREPARATION/FLOOD SEASON COORDINATION

The Regional Exercise is scheduled for August 25, 2022.

COORDINATION WITH OTHER PROJECTS

CITY OF WEST SACRAMENTO

Staff is coordinating with the City's Parks Department regarding Bridgeway Lakes. City would like to divert water from RD900's main canal into Bridgeway Lakes. It is anticipated that the City would remove this rock riprap in October, prior to the rainy season. RD900 will issue an encroachment permit to the City. Bids are in – waiting for contractor award.

COORDINATION WITH OTHER AGENCIES

CITY OF WEST SACRAMENTO

The District's shared agreement for Mr. Fabun's time is about to run out. Staff will work with City staff to look into a new shared agreement for a broader agreement where both entities could share the following:

1. Administration Support
2. Managerial Support
3. Operational Support

Rates would be established for each labor category.

FUTURE

September 15, 2022 – WSAFCA Board Meeting (Teleconference), 9 am
September 15, 2022 – RD 900 Board Meeting (Teleconference), 6 pm