

AGENDA

SPECIAL MEETING OF RECLAMATION DISTRICT 900

JUNE 30, 2022

Martha Guerrero, President

Norma Alcala, Trustee
Quirina Orozco, Trustee

Chris Ledesma, Trustee
Dawnte Early, Trustee

Greg Fabun, Interim General Manager/Secretary
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/pOtQAokHYiQ>. 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: 872 7853 8263; Passcode: 742985

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.

CONSENT AGENDA – PART II

2. CONSIDERATION OF RESOLUTION 22-06-01 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

Comment: This item seeks Board approval 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.

3. CONSIDERATION OF A CONTRACT AMENDMENT WITH LARSEN WURZEL & ASSOCIATES INC AND A CONTRACT WITH LAUGENOUR AND MEIKLE FOR MANAGEMENT AND SUBMISSION OF THE FISCAL YEAR 2022/23 TAX ROLLS FOR RECLAMATION DISTRICT 900

Comment: This item requests Board approval to execute a contract amendment with Larsen Wurzel & Associates Inc. for management and submission of tax rolls to Yolo County for the RD 900 drainage assessment and to execute a contract with Laugenour and Meikle for management and submission of tax rolls to Yolo County for the former RD 537 assessment area.

4. CONSIDERATION OF AUTHORIZATION AND SUBMISSION OF THE SPECIAL DISTRICTS AND OTHER AGENCIES AUTHORIZATION FORM TO YOLO COUNTY TO REFLECT CHANGES IN DISTRICT MANAGEMENT AND SIGNING AUTHORITY

Comment: This item requests Board approval of the Fiscal Year 2022-2023 Special Districts and Other Agencies Authorization form to be filed with Yolo County to reflect recent management changes at the District and to maintain uninterrupted financial service as typically provided the District by the County.

5. CONSIDERATION OF APPROVAL OF THE MAY 19, 2022 MEETING MINUTES

REGULAR AGENDA – PART III

6. A PUBLIC HEARING TO RECEIVE COMMENTS AND CONSIDERATION OF RESOLUTION 22-06-02 ADOPTING THE INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION FOR THE BLACKER CANAL BANK STABILIZATION PROJECT IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Comment: The objective of this report is to present sufficient information to the Reclamation District 900 Board of Trustees to hold a public hearing to receive comments and approve Resolution 22-06-02 adopting the Initial Study and Mitigated Negative Declaration for the Blacker Canal Bank Stabilization Project in Accordance with the California Environmental Quality Act.

7. CONSIDERATION OF APPROVAL OF THE BLACKER CANAL BANK STABILIZATION PROJECT PLANS

Comment: The objective of this report is to present sufficient information to the Reclamation District 900 Board of Trustees to approve the Blacker Canal Bank Stabilization Project and 90% plans.

8. CONSIDERATION OF ADOPTION OF RECLAMATION DISTRICT 900 FISCAL YEAR 2022/23 OPERATIONS & MAINTENANCE BUDGET

Comment: The objective of this report is to present sufficient information to the Reclamation District 900 Board of Trustees to adopt the District Operations & Maintenance Budget for Fiscal Year 2022/23.

9. GENERAL MANAGER UPDATE

10. TRUSTEE COMMENTS

11. ADJOURN

I, Greg Fabun, Interim General Manager/Secretary, declare under penalty of perjury that the foregoing agenda for the June 30, 2022, Special Meeting of Reclamation District 900 was posted on June 27, 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.



Greg Fabun, Interim 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.

MEETING DATE: June 30, 2022	ITEM # 2
SUBJECT:  CONSIDERATION OF RESOLUTION 22-06-01 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: <input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other	REPORT COORDINATED OR PREPARED BY: Greg Fabun, Interim 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) 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 22-06-01 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 22-06-01, making the findings required by California Government Code Section 54953(e); or
2. Adopt Resolution 22-06-01, making the findings required by California Government Code Section 54953(e) with directed revisions; or
3. Decline adopt Resolution 22-06-01, 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 22-06-01

Attachment 1

RESOLUTION 22-06-01

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 30th day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

Martha Guerrero, RD 900 President

ATTEST:

Ralph R. Nevis, RD 900 Attorney

MEETING DATE: June 30, 2022

ITEM # 3



SUBJECT:

CONSIDERATION OF A CONTRACT AMENDMENT WITH LARSEN WURZEL & ASSOCIATES INC AND A CONTRACT WITH LAUGENOUR AND MEIKLE FOR MANAGEMENT AND SUBMISSION OF THE FISCAL YEAR 2022/23 TAX ROLLS FOR RECLAMATION DISTRICT 900

INITIATED OR REQUESTED BY:

Council Staff

Other

REPORT COORDINATED OR PREPARED BY:

Greg Fabun, Interim General Manager

ATTACHMENT Yes No

Information

Direction

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 amendment with Larsen Wurzel & Associates Inc. (LWA) for management and submission of tax rolls to Yolo County for the RD 900 drainage assessment and to execute a contract with Laugenour and Meikle (L-M) for management and submission of tax rolls to Yolo County for the former RD 537 assessment area.

RECOMMENDED ACTION

Staff respectfully recommends that the RD 900 Board:

1. Authorize the Board President to execute a contract amendment with Larsen Wurzel & Associates Inc. (Attachment 1) in the amount of \$4,500; and
2. Authorize the Interim General Manager to execute a contract with Laugenour and Meikle (Attachment 2) in the amount of \$2,000.

BACKGROUND

The District is responsible for the Operation and Maintenance of drainage and related facilities and infrastructure throughout most of the City of West Sacramento. Revenues to support these operations are collected from properties through a special benefit assessment district. The District has traditionally employed professional services firms for data collection, management and placement of assessments on the property tax rolls with Yolo County.

LWA has been performing these services for RD 900 since 2016 and has provided a proposal to continue these services for the 2022/23 tax year. In addition to submission of the tax rolls to Yolo County, they also prepare and manage direct bills for non-secured properties, follow up with collection attempts and address property owner inquires throughout the tax year.

In 2020, the District's boundaries were expanded to include the area of West Sacramento previously served by RD 537. As a result, the District now has the responsibility of administering the special benefit assessment district associated with this new area. L-M has been performing data collection, management and placement of assessments on the property tax rolls with Yolo County for RD 537 for the past several decades and has provided a proposal to perform these services for the District for that portion of RD 537 that now lies within the District's boundaries for the 2022/23 tax year.

ANALYSIS

LWA was able to perform the FY 2021/22 assessment management and tax roll submission for approximately half of compensation authorized under their current contract with the District. LWA credited work performed during FY2020/21 and FY 2021/22 assessment management as the primary reason for this unanticipated efficiency. LWA provided a proposal that would build upon the assessment management in FY 2021/22 and utilize the remaining budget of approximately \$11,500 augmented by \$4,500 (\$16,000 total) as recommended by staff under this item.

Laugenour and Meikle provided a proposal for the FY 2021/22 assessment management and tax roll submission for the former 537 service area in the amount of \$2,000.

Staff evaluated both proposals and determined them to be responsive and fair. The cost for administering the two assessment districts is provided below and are represented as a percent of the revenue received from each

of the assessment districts. It should be noted that the RD 900 assessment benefits from economies of scale as compared to the former 537 area assessment.

Assessment District/Firm	Cost	Expected Assessment Revenue	Cost as % of Assessment
900/LWA	\$16,000	\$2,504,894	0.64%
Former 537/L-M	\$2,000	\$79,334	2.5%

Alternatives

Staff recommends the Board approve the contract amendment with LWA and the contract with L-M as presented in the recommended actions. Alternatively, the Board may choose not to execute one or both, and direct staff to return with additional proposals. Staff does not recommend these alternatives as the deadline to submit the tax rolls to the County is August 10, 2022, and the firms have direct experience to perform the needed services efficiently and cost-effectively.

Coordination and Review

This report was prepared in coordination with District staff 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 Amendment LWA
2. Contract for Services L-M

Attachment 1

**AMENDMENT NO. 1
to the Professional Services Contract between
Reclamation District No. 900 and
Larsen Wurzel & Associates, Inc
Dated June 17, 2021**

This Amendment No. 1 to the Professional Services Contract ("Contract") between Reclamation District No. 900 ("RD 900/District") and Larsen Wurzel & Associates, Inc. ("Consultant"), dated June 17, 2021, is made and entered into effective as of June 30, 2022. Except as expressly amended herein, the June 17, 2021, Contract is in full force and effect.

RECITALS

WHEREAS, the District and Consultant executed Contract on June 17, 2021, for consulting services assessment administration of the District's Drainage Operations & Maintenance for FY 2021/2022; and

WHEREAS, the Consultant has satisfactorily provided assessment administration services for FY 2021/2022 services and at an amount considerably below the maximum authorized by the District under the Contract; and

WHEREAS, the Consultant has provided a proposal to continue to provide assessment management services for FY 2022/2023 under the existing Contract; and

WHEREAS, the District and Consultant desire to amend said Contract.

NOW, THEREFORE, IT IS MUTUALLY AGREED by parties hereto to amend said Agreement as follows:

- I. **TERM.**
The term of the Contract shall be extended to June 30, 2023.
- II. **COMPENSATION:**
The compensation is increased by \$4,500 for a total amount of \$26,800.

IN WITNESS WHEREOF the parties hereto have executed this Amendment as the date herein set forth.

Reclamation District No. 900

By: _____
Martha Guerrero, RD 900 President

Larsen Wurzel & Associates, Inc

By: _____
Scott Brown, Principal

APPROVED AS TO FORM

By: _____
Ralph R. Nevis, RD 900 Attorney

Client Initials	Consultant Initials TCT
-----------------	-----------------------------------



Attachment 2

SHORT FORM OF AGREEMENT BETWEEN CLIENT AND CONSULTANT

This short form of agreement (Form A.1) was developed by the American Council of Engineering Companies of California and is intended primarily for the use of ACEC California members and may not be reproduced without the permission of the American Council of Engineering Companies of California. © 2017, 2013, 2010, 2009, 2008, 2007, 2003, 2001.

Project No. **3093-2**

Agreement entered into at **WOODLAND, CALIFORNIA** on this date of **JUNE 17, 2022**

by and between: _____

Client:	RECLAMATION DISTRICT NO. 900	Consultant:	LAUGENOUR AND MEIKLE
Name:	ATTN: GREG FABUN	Name:	TODD C. TOMMERAASON
Address:	P.O. BOX 673	Address:	608 COURT STREET
City, St, Zip:	WEST SACRAMENTO, CA 95691	City, St, Zip:	WOODLAND, CA 95695
Phone:	(530)371-1483	Phone:	(530)662-1755
Mobile:	GREG: (916)628-1066	Mobile:	
Fax:		Fax:	(530)662-4602
Email:	gregf@cityofwestsacramento.org	Email:	tct@lmce.net
License No:		License No:	P.E. 59277

Client and Consultant agree as follows:

- A. Client retains Consultant to perform services for (hereinafter called "project."):

PREPARATION OF RECLAMATION DISTRICT NO. 900 (WEST SACRAMENTO BENEFIT ASSESSMENT AREA - FORMERLY RD 537) ANNUAL ASSESSMENT ROLL FOR SUBMITTAL TO YOLO COUNTY AND PUBLIC AGENCY INVOICES. CONSULTANT SHALL COMPLETE ITS WORK ON THE PROJECT AND DELIVER PROJECT MATERIALS TO CLIENT FOR ITS REVIEW AS CLOSE TO AUGUST 1, 2022 AS POSSIBLE. CONSULTANT SUBMITTALS TO YOLO COUNTY SHALL BE DELIVERED NO LATER THAN AUGUST 10, 2022.
- B. Consultant agrees to perform the following scope of services:

RESEARCH YOLO COUNTY ASSESSOR'S RECORDS TO COMPLETE NECESSARY CHANGES FOR 2021/2022 ASSESSMENT ROLL & PUBLIC AGENCY INVOICES. SUBMITTAL OF ASSESSMENT ROLL TO YOLO COUNTY AS REQUIRED. MAIL INVOICES TO PUBLIC AGENICES.
- C. Client agrees to compensate Consultant for such services as follows:

ON A TIME AND MATERIALS BASIS IN ACCORDANCE WITH THE ATTACHED RATE SCHEDULE (EXHIBIT "A") NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00).
- D. This agreement is subject to the Provisions of Agreement contained in paragraphs 1 through 34, and the provisions of the exhibits attached hereto and made a part hereof. (List exhibits below.)

EXHIBIT "A" - RATE SCHEDULE

PROVISIONS OF AGREEMENT

Client and Consultant agree that the following provisions shall be part of this agreement:

1. Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the project team.
2. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
3. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Neither Client nor Consultant shall assign claims arising from the agreement without the prior written consent of the other.
4. This agreement contains the entire and integrated agreement between Client and Consultant relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.
5. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the agreement.
6. If any term, condition or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on both the Client and Consultant.
7. This agreement shall be governed by and construed in accordance with the laws of the State of California.
8. Client acknowledges all reports, plans, specifications, field data and notes and other documents, including all such documents on electronic media, prepared by Consultant are instruments of service, and shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement. In the event Client is in default of any of the terms and conditions of this agreement, any license or right to utilize the instruments of service by Client, is automatically revoked.
9. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant which plans, specifications, drawings, cost estimates, reports or other documents are not final and which are not signed and stamped or sealed by Consultant. Client acknowledges that all documents on electronic files, or drawings, reports and data on any form of electronic media generated and furnished by the Consultant, are not final plans or documents. Client shall be responsible for any such use of all non-final plans, specifications, drawings, cost estimates, reports, electronic files, or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from a violation of this paragraph by Client. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described on page 1 of 7 of this agreement and such use is subject to the terms and conditions of this agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by

Consultant. If signed check prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.

10. In accepting and utilizing any electronic files, or drawings, reports and data on any form of electronic media generated and furnished by Consultant (“electronic files”), Client covenants and agrees that all such electronic files are instruments of service of Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to use or reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to make changes to or transfer these electronic files to others without the prior written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes, use, or reuse of the electronic files for any other project by anyone other than Consultant.

~~Client acknowledges that Client and Consultant have agreed on all hardware and software specifications that may be necessary for transmission of electronic files relevant to the project. These specifications, if applicable, are attached as Exhibit ____ to this agreement.~~

~~Electronic files furnished by either party shall be subject to an acceptance period of fifteen (15) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.~~

~~Electronic files, such as computer aided drafting and design files, are not construction documents, and Consultant makes no representation as to their accuracy or completeness. Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Consultant and electronic files, the signed and stamped or sealed hard copy construction documents, copies of which shall be kept by the Consultant, shall govern.~~

~~In addition, Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising from any unauthorized changes made by anyone other than Consultant or from any use or reuse of the electronic files for any other project without the express written permission of the Consultant~~

~~Under no circumstances shall delivery of electronic files for use by Client be deemed a sale of a product by Consultant nor shall Consultant’s instruments of service ever be considered a product even if reduced to a written and tangible form, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for indirect or consequential damages as a result of Client’s use or reuse of the electronic files.~~

- ~~11. Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to paragraph 22. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 22. If Client is in default regarding the Client’s payment obligations under this agreement, and Client requests Consultant continue providing some or all services, Consultant has no obligation to provide any further services unless Client provides financial assurances satisfactory to Consultant.~~

12. Unless the scope of services to be provided by Consultant expressly includes Consultant's assistance in determinations regarding the application of prevailing wages, Client and Consultant acknowledge that it is Client's exclusive responsibility to determine whether the project, which is the subject of this agreement, is a "public work" as defined in California Labor Code Section 1720, or whether prevailing wage rates are to be paid to certain workers in connection with the project, or determine the rate of prevailing wages to be paid certain workers. Consultant will develop its schedule of labor rates in reliance on the determinations of Client. In the event of a dispute regarding whether the project is a "public work", whether prevailing wages are to be paid, or the amount of prevailing wages to be paid to individual workers, Client agrees to pay Consultant for any and all additional costs and expenses (including additional wages, penalties & interest) incurred by Consultant and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to the Client's determinations regarding the application of or payment of prevailing wages.
13. ~~If the scope of services contained in this agreement does not include construction phase services for this project, Client acknowledges such construction phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees, to the extent permitted by law, to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Consultant.~~
14. ~~If the scope of work of Consultant includes the rendition of professional services for a project which is a common interest development subject to the provisions of Civil Code section 1375, Client agrees to reimburse Consultant for all costs associated with Consultant's participation in the pre-litigation process described in Civil Code section 1375. Further, Client agrees to pay Consultant's fees for time incurred participating in the pre-litigation process. These fees and costs shall be paid as extra services in accordance with paragraph 22. Such extra services shall be paid at Consultant's normal hourly rates in effect at the time Consultant participates in the pre-litigation process. For purposes of this paragraph, a "common interest development" shall be a common interest development as defined in Civil Code section 1375.~~
- ~~Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorney fees and costs, arising from or related to Consultant's participation in the pre-litigation process pursuant to Civil Code section 1375.~~
- ~~Client agrees that if Client receives a Notice of Commencement of Legal Proceedings pursuant to Civil Code section 1375, Client will notify Consultant within 10 days of Client's receipt of the Notice of Commencement of Legal Proceedings, provided the Notice of Commencement of Legal Proceedings either identifies Consultant as a potentially responsible party or the face of the Notice contains information which identifies Consultant's potential responsibility. If Client does not timely notify Consultant, then Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorney fees and costs, arising from or related to Client's failure to timely notify Consultant.~~
15. ~~If Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing, Consultant shall be entitled to continue suspension of the performance of any and all of its obligations pursuant to this agreement where the Client is in default and was in default prior to the filing of the bankruptcy petition. If, upon filing a voluntary petition or an involuntary petition~~

~~in the United States Bankruptcy Court, Client seeks to have Consultant continue to provide services pursuant to this agreement, Client agrees to comply with applicable provisions of the United States Bankruptcy Code to ensure payment for any continuing or reinstated services.~~

- ~~16. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice. Client will not object to any lawful filing of any lien by Consultant.~~
17. The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of the Consultant, increase the Consultant's contractual or legal obligations or risk, or adversely affect the availability or cost of its professional or general liability insurance. Nor shall Consultant be required to sign any documents, requested by any party, including Client, that would result in the Consultant's having to certify, guarantee, warrant or state the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any money due to the Consultant, in any way contingent upon the Consultant's signing any such certification, guarantee, warranty or statement.
18. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated in the judgment of the Consultant. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses and Client waives any and all damage claims resulting from any delay or disruption after the suspension or termination..
19. Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within thirty (30) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.
- ~~20. Client agrees to pay a monthly late payment fee and not an interest charge, which will be the lesser of one and one-half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing.~~
- ~~21. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.~~
22. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this agreement.
- ~~23. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with paragraph 22.~~
24. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, power failures, accidents or equipment malfunctions, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, faulty performance by Client or other

contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this agreement. ~~Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as extra services in accordance with paragraph 22.~~

- ~~25. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.~~
- ~~26. If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.~~
- ~~27. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.~~
28. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
- ~~29. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications, documents, or electronic files prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client agrees to, authorizes or permits construction of unauthorized changes in the plans, specifications, documents, or electronic files prepared by Consultant, which changes are not consented to in writing by Consultant, or (3) Client does not follow recommendations prepared by Consultant pursuant to this agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.~~
30. Client agrees that in the event Consultant institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
31. (a) Except as provided in subdivisions (b) ~~and (c)~~, in an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

~~Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.~~

Client Initials	Consultant Initials TCT
-----------------	-----------------------------------

(b) Subdivision (a) shall not preclude or limit Consultant's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

~~(c) Subdivision (a) shall not preclude or limit Consultant's right to record, perfect or enforce applicable mechanic's lien or stop notice remedies.~~

- 32. Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, including attorney and expert fees, to the sum of \$45,000 or Consultant's fee, whichever is greater. Client and Consultant acknowledge that this provision and this entire agreement was expressly negotiated and agreed upon between the parties.
- 33. Notwithstanding any other provision of this Agreement, and to the extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, punitive or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect or consequential damage that either party may have incurred from any cause or action.
- 34. This Agreement creates a non-exclusive and perpetual license for Consultant to copy, use, modify, or reuse any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents of works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared by Consultant under this Agreement.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above.

Client: RECLAMATION DISTRICT NO. 900 Consultant: LAUGENOUR AND MEIKLE

By: _____ By:  _____

Name: GREG FABUN Name: TODD C. TOMMERAASON

Title: _____ Title: PRINCIPAL, SENIOR CIVIL ENGINEER

Date Signed: _____ Date Signed: JUNE 17, 2022

Client should mail completed contract to the address shown for Consultant.

LAUGENOUR AND MEIKLE

RATE SCHEDULE

PERSONNEL CLASSIFICATION

RATE PER HOUR

Principal Engineer	\$230.00
Principal Surveyor	\$230.00
Senior Engineer/Project Manager	\$215.00
Senior Engineer	\$205.00
Senior Surveyor	\$205.00
Associate Engineer	\$190.00
Surveyor	\$180.00
Assistant Surveyor	\$165.00
Assistant Engineer	\$175.00
Assistant Project Manager	\$165.00
Junior Engineer	\$155.00
Technician 3	\$155.00
Technician 2	\$140.00
Technician 1	\$100.00
Clerical	\$ 70.00
Accounting	\$110.00
Survey Party, 1-Man	\$165.00
Survey Party, 2-Man	\$235.00

REIMBURSABLES:

Aerial Drone	—	\$500.00 per Aerial Model
Field Materials	—	Charged at cost plus 10%
Reproduction Items	—	Charged at cost plus 10%
Subconsultants	—	Charged at cost plus 10%
Fees	—	Charged at cost plus 10%
Agency/Utility Maps/Plans	—	Charged at cost plus 10%

MEETING DATE: June 30, 2022		ITEM # 4	
 SUBJECT: CONSIDERATION OF AUTHORIZATION AND SUBMISSION OF THE SPECIAL DISTRICTS AND OTHER AGENCIES AUTHORIZATION FORM TO YOLO COUNTY TO REFLECT CHANGES IN DISTRICT MANAGEMENT AND SIGNING AUTHORITY			
INITIATED OR REQUESTED BY: <input type="checkbox"/> Board <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 of the Fiscal Year 2022-2023 Special Districts and Other Agencies Authorization form to be filed with Yolo County to reflect recent management changes at the District and to maintain uninterrupted financial service as typically provided the District by the 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; and
2. Authorize the former Interim General Manager to serve as the Interim *Assistant* General Manager with signing authority as indicated on Attachment 1.

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

With the hire of the new General Manager, a new Special Districts and Other Agencies Authorization Form (Form) would normally need to be submitted to Yolo County to reflect the change in management and the need to delegate signing authority for the current fiscal year. However, due to the timing of the General Manager hire and June Board meeting, it is only necessary to authorize and submit the Form for FY 2022-2023. It is also recommended to retain signing authority for the Interim General Manager, now recommended to serve as the Interim Assistant General Manager, until such time as the transition of management to the new General Manager is complete. This transition is expected to take approximately 3 months.

Until a permanent Assistant General Manager is hired, staff recommends keeping Board President, Martha Guerrero, on the Form with similar authorities as the General Manager to allow for uninterrupted financial services when the General Manager or Interim Assistant General Manager is unavailable, on an as-needed basis only, with the General Manager's direction.

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. The Board may decide to take no action or postpone this item until both management positions are filled. These alternatives are not recommended as continuity of District financial services is critical.

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

1. Special Districts and Other Agencies Authorization Form 2022-2023

Special Districts and Other Agencies Authorization Form - FY 2022-2023

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

Fund: 6425
District Name: Reclamation District 900
Address: PO Box 673, West Sacramento, CA, 95691
Phone number: 916-371-1483
Contact: Linda Massaro

1	3	5	7	8	9				AUTHORIZED SIGNATURE OF EMPLOYEE
PICK UP GENERAL CHECKS	GENERAL CLAIMS APPRVL	DEPOSIT APPRVL.	JE/TSF DOC. APPRVL	BUDGET MOD. APPRVL					
X		X							Signature: Print: Linda Massaro
X	X	X	X	X					Signature: Print: Blake Johnson
X	X	X	X	X					Signature: Print: Greg Fabun
X	X	X	X	X					Signature: Print: Martha Guerrero
									Signature: Print:
									Signature: Print:
									Signature: Print:

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.

Board Chairman Signature _____ Date _____

Print Name: _____

Board Member Signature _____ Date _____

Print Name: _____

Board Member Signature: _____ Date _____

Print Name: _____

Board Member Signature: _____ Date _____

Print Name: _____

Board Member Signature: _____ Date _____

Print Name: _____

Board Member Signature: _____ Date _____

Print Name: _____

Board Member Signature: _____ Date _____

Print Name: _____

Board Member Signature: _____ Date _____

Print Name: _____

**REGULAR MEETING OF THE
RECLAMATION DISTRICT 900
May 19, 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 6:05 PM by President Guerrero. Also in attendance at the meeting were: Trustees Ledesma, Orozco and Early; Interim General Manager Fabun and District Counsel Nevis.

GENERAL ADMINISTRATION – PART I

Entry No. 1

Heard General Administration Functions as follows:

A. None.

B. At the April 21, 2022 closed session for the one matter on the closed session agenda regarding the position of General Manager, the Board authorized the Interim General manager to make an offer of employment on terms to be negotiated by the Interim General Manager and if accepted, to be reported back at the Board's next public meeting. Mr. Fabun reported out that an offer was accepted by Mr. Blake Johnson. The start date is May 23, 2022 and the terms of employment are as follows: starting salary \$155,000; vacation accrual to start at 10 hours per month for years 1 through 3 and increase to 13.34 hours per month starting in year 4; management leave balance to start at 64 hours for this fiscal year, then reset to 64 hours on July 1, 2022, and reset to 64 hours every fiscal year thereafter.

C. Interim General Manager Fabun reported on the monthly revenue and expenses through March 2022. The total revenue received to date was \$3.5 million, which represents about 90% of the total revenue the District is expected to receive from the County for each of the assessments and the O&M distribution from WSAFCA. The remaining 10% should be received in August and will accrue back to June 30, 2022. Expenditures related to Administration and Labor are at about 40% of the budgeted amount. This is due primarily to continued vacant positions – General Manager, Asst. General Manager and one Maintenance Worker. O&M expenditures were about 50% of the budgeted amount. 70% would be normal for March. This is attributed to a relatively uneventful year for equipment maintenance. On the capital side, total of \$900,000 expended, with \$838,000 due to the Drever Corp Yard project.

CONSENT AGENDA – PART II

Entry No. 2

Consideration of Resolution 22-05-01 Adopting Findings Necessary to Continue Conducting Reclamation District 900 Board Meetings Via Teleconference Pursuant to Assembly Bill 361.

Entry No. 3

Consideration for the Board of Trustees to Enter Into an Easement Use Agreement with the City of West Sacramento that Supports Construction of the Sycamore Trail Phase II Project.

Entry No. 4

Consideration of Resolution 22-05-02 Authorizing the General Manager to Apply for and Receive Federal Grant Funds for the Blacker Canal Bank Stabilization Project.

Entry No. 5

Consideration of Approval of the April 21, 2022 Meeting Minutes.

MOTION: Early

SECOND: Ledesma

AYES: Guerrero, Ledesma, Orozco, Early

NOES: None

ABSTAIN: None

ABSENT: Alcalá

The consent agenda passed 4-0, by roll call vote.

REGULAR AGENDA – PART III

Entry No. 6

District Project Updates:

Interim General Manager Fabun reported out on the following.

Assessment Admin coming in June.

SSA agreement expires in Sept. Hoping enough capacity through end of agreement. Trustee Ledesma asked Mr. Fabun to evaluate if additional City services might be beneficial post SSA.

Renewed an agreement with Total Compensation Systems for GASB 75 reporting requirements that includes actuarial evaluations needed for the District to comply with accounting standards related to retiree benefits. This is a regular budgeted item in the District's adopted O&M Budget. Full evaluation in year 1 for \$2,880 and "roll forward" evaluation in year 2 for \$1,440. The renewal in May allowed the District to receive a 10% discount.

In FY 2021/22, the District adopted 3 O&M budgets (900 Drainage, Levee Maintenance and 537 Drainage). To manage 3 budgets independently is in line fund accounting, which is not required of the District and is more than the District's finance software can adequately manage. Mr. Fabun intends to recommend a single budget for FY 2022/23 when bringing a budget item before the Board in June. Revenue and expenditures can still be tracked for the three service areas using class "earmarks" in the current software.

Maintenance activities completely focused on vegetation management.

Anticipate bringing an item in June to adopt the Mitigated Negative Declaration for the Blacker Canal Bank Stabilization Project. That will complete the CEQA requirements and allow the environmental teams to submit regulatory permit applications with several agencies to support construction, likely next year.

FMAP – closed out FY 21 and utilized the entire grant (\$205,100). FY 22 FMAP agreement is \$350,000. Work in 2022 FMAP will include repair to the hinge on the Southport Levee and sediment management work along the O&M corridor of the same levee as well as herbicide and other maintenance activities and labor.

DWR completed its annual inspection on May 4, 2022. The preliminary report noted no significant findings.

Staff has been participating in Flood Emergency Preparedness exercises and will continue to participate leading up to a regional exercise training tentatively scheduled for August 25, 2022.

WSAFCA: Focusing on the FY 2022 USACE Work Plan. Minor chance for additional funding. If the \$17 million is received, the Corps can construct both reaches of the YBEL project. President's Budget Request for FY 2023 was issued with \$79.7 million proposed for the West Sacramento Project.

SB 901 Flood Control Bill passed a Senate Appropriations Committee. Still looking to amend the bill to include the SB5 extension. Will keep the board updated. President Guerrero recommended to proceed with the amendment before it passes the floor.

President Guerrero thanked the Interim General Manager for the flood portion of a tour for Congresswoman Matsui and her staff. Mr. Fabun shared that the Congresswoman was/is very proud of the flood projects that West Sacramento has accomplished and now that additional funding is allocated, is looking forward to more flood protection projects in the coming years. Trustee West inquired about how the tours and requests for public official attendance usually occurs and stated her desire to attend in the future. Mr. Fabun shared that these types of visits are coordinated through the City Manager's Office. President Guerrero provided some insight into this particular visit and some special logistical requests by the Congresswoman.

Board member introductions to new GM Blake Johnson who was in attendance. Interim General Manager Fabun recommended canceling the regular June Board meeting and holding a special meeting to allow the new General Manager and the Interim General Manager to adequately prepare for the meeting.

Entry No. 7
None

Entry No. 8

The meeting adjourned at 6:21 PM.

MOTION: Ledesma
NOES: None

SECOND: Orozco
ABSTAIN: None

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

The adjournment passed 4-0, by roll call vote.



Greg Fabun, Interim General Manager/Secretary
Reclamation District 900

MEETING DATE: June 30, 2022

ITEM # 6 and 7



SUBJECT:

A PUBLIC HEARING TO RECEIVE COMMENTS AND CONSIDERATION OF RESOLUTION 22-06-02 ADOPTING THE INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION FOR THE BLACKER CANAL BANK STABILIZATION PROJECT IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND CONSIDERATION OF APPROVAL OF THE BLACKER CANAL BANK STABILIZATION PROJECT PLANS

INITIATED OR REQUESTED BY:

- Council Staff
- Other

REPORT COORDINATED OR PREPARED BY:

Greg Fabun, Interim General Manager

ATTACHMENT Yes No Information Direction 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 hold a public hearing to receive comments and approve Resolution 22-06-02 adopting the Initial Study and Mitigated Negative Declaration (IS/MND) for the Blacker Canal Bank Stabilization Project in Accordance with the California Environmental Quality Act (CEQA). The report is also presented to provide sufficient information to the Board to approve the Blacker Canal Bank Stabilization Project and 90% plans.

RECOMMENDED ACTION

Staff respectfully recommends that the RD 900 Board:

- 1) Open a public hearing to receive the IS/MND, receive comments, and consider adoption of the IS/MND for the Blacker Canal Bank Stabilization Project; and
- 2) Adopt Resolution 22-06-02, adopting the IS/MND in accordance with CEQA; and
- 3) Direct the General Manger to pay the fees and file the Notice of Determination with Yolo County, and take all appropriate action in furtherance of the CEQA process and approval; and
- 4) Approve the Blacker Canal Bank Stabilization Project and 90% Plans

BACKGROUND

The Blacker Canal Bank Stabilization Project (Project) is located along Blacker Canal between Jefferson Boulevard and the Reclamation District 900 (RD 900) Main Drainage Canal in the city of West Sacramento. The 4.53-acre Project Area includes the south bank of Blacker Ditch between Jefferson Boulevard and Linden Road, both the north and south banks between Linden Road and the RD 900 Main Drainage Canal.

The purpose of the Project is to arrest bank erosion and restore canal geometry and capacity to original design, and to restore surface drainage conveyance from areas served by the canal. The Project aims to repair deteriorating banks by installing stabilization infrastructure to stop further erosion and remove vegetation that is impeding water flow. Additionally, the Project proposed to restore an Operations and Maintenance (O&M) corridor on the north bank. Over the years as the canal banks have sloughed, the ability to access the site has been lost in some locations resulting in additional issues with vegetation management. Restoration of the canal to original design and flow capacity is critical to maintaining proper drainage to reduce the risk of flooding for the community, and for maintaining access for continued O&M of the system. Bank stabilization is also necessary to arrest the erosion and sloughing that is encroaching on and threatens to damage private property.

ANALYSIS

The Initial Study (IS) is a specific CEQA process that evaluates potential impacts to environmental resource categories, such as air quality, biological resources, cultural resources, hydrology and water quality, greenhouse gases, hazards and hazardous materials, noise and vibration, public services, transportation, wildfire, and other categories relevant to the project. The IS evaluated the potential direct, indirect, and cumulative impacts of project implementation and concluded that identified impacts can be mitigated to a less-than-significant level with the implementation of identified mitigation measures included in the Blacker Project Mitigation, Monitoring and Reporting Program (MMRP). This finding is the basis for the MND and adoption of the IS and the MND, including the MMRP.

The following steps were conducted in accordance with environmental review requirements.

- On February 24, 2021, the District filed a Notice of Intent and on February 28, 2021, submitted the IS-MND to the State Office of Planning and Research, State Clearinghouse (#2021020373). The IS-MND was available for public review for a period of 30 days from February 24 through March 26, 2021 and was also accessible on the District's website at: <https://www.rd900.org/public-notice>. A paper copy was available at the Arthur F. Turner Community Library in West Sacramento.
- On February 18, 2021, the District held a virtual public meeting to present the IS-MND in a public forum and receive comments from interested parties, including adjoining landowners. At the meeting, the District and its consultant provided a summary of the project description and findings related to potential impacts and proposed mitigation measures. Oral comments were received from interested residents at a regular District Board meeting on March 18, 2021. The District specifically requested that comments be submitted in writing so that public comments could be responded to appropriately and be included in administrative record for the YBEL project.
- The public review period ended on March 26, 2021, however the District continued to accept comments after the review period ended. Comments are compiled in a Response to Comments (RTC) Memorandum with responses to each substantive comment. Although there is no legal obligation under CEQA to respond to comments related to a IS and proposed MND, the WSAFCA and its consultant have made a concerted effort to acknowledge and respond, where appropriate, to all comments.

The Federal Emergency Management Agency (FEMA) has determined that the Project is covered by the Programmatic Environmental Assessment for Recurring Actions in Arizona, California, and Nevada (PEA), and the PEA Finding of No Significant Impact (FONSI) under Section 2.4.1, Repairing, Stabilizing, or Armoring Embankments and Section 2.4.2 Creating, Widening, Clearing, or Dredging a Waterway. These categories cover the implementation of the proposed Project elements and, therefore, the Proposed Action is consistent with the PEA. This Project has been approved to receive funding from the Hazard Mitigation Grant Program (HMGP).

Under the proposed Project, RD900 would restore water conveyance within the Blacker Canal by installing a gabion basket wall (Terra Aqua Stable Slope System or equivalent product) on the slopes of the canal banks to rehabilitate the banks to the original canal cross section and profile. The gabion wall is a mechanically reinforced system fabricated from a continuous double twisted polyvinyl chloride (PVC) coated wire mesh that makes up the gabion basket facing and contains an interior mesh reinforcement panel. Each gabion basket is filled with tightly packed angular stone, 4-inches to 6-inches in size. Fill material comprising organic soils stockpiled after bank excavation and filter fabric would line the canal walls behind the gabions to prevent further erosion of the earthen banks. Overtime, sediment deposits will fill the voids between the stones and allow for natural vegetation growth that would otherwise be expected on an earth embankment with the exception of large woody growth that would be maintained to prevent deformation of the gabion baskets. In addition, installation of gabions will reestablish sufficient width to restore the maintenance access road, which has been rendered unusable because of erosion and sloughing. The bottom of the canal will be restored with native materials to the original profile.

From the RD 900 Main Canal (western limit of work) to Linden Avenue, the bank stabilization activities will be occurring on the right and left banks. From Linden Avenue to Jefferson Blvd (eastern limit of work), the bank stabilization is limited to the left bank. A total of 3 separate segments along Blacker Canal will be excavated to facilitate the installation of the gabion basket wall and to rehabilitate the eroding bank. Once installed, the gabion basket wall will be backfilled and compacted. The Project also proposes the installation of a precast box culvert at the confluence of RD 900 Main Canal and Blacker Canal. Concrete wingwalls will be installed downstream (west) of the culvert to contain the slopes of the Blacker Canal at the confluence. The Project will establish rip rap slope protection in five locations: near the confluence of the Blacker Canal and the RD 900 Main Canal at the end of both concrete wingwalls, along both banks of the Blacker Canal under the Linden Road crossing where no gabion baskets are to be installed and along the south bank of the Blacker Canal downstream of Jefferson Boulevard at the end of the gabion basket wall

The Project proposes vegetation removal activities within Blacker Canal which consists primarily of removing hardstem bulrush (*Schoenoplectus acutus*), broadleaf cattail (*Typha latifolia*) and woody debris constricting water flow and canal capacity. Vegetation removal will be discontinuous along the channel and will be conducted as needed. Additionally, vegetation removal would occur along the O&M corridor to allow for

construction of the access road. This may require some trees to be pruned or removed as necessary to restore equipment access through the maintenance corridor.

The Project has been designed to minimize temporary and permanent impacts to jurisdictional waters and sensitive habitat to the maximum extent practicable. The proposed Project anticipates 0.1461-acres of permanent impacts and 1.426-acres of temporary impacts to occur. Approximately 0.1461-acres of Blacker Canal will experience permanent impacts from the installation of gabion basket walls, box culvert and concrete wing walls. Approximately, 0.996-acres of Blacker Canal will experience temporary impacts from vegetation and woody debris removal activities. In addition, approximately 0.43-acres of the designated staging area will be temporarily impacted by equipment and material stockpiling activities. Temporary effects will be recontoured and revegetated to preconstruction conditions immediately upon the completion of the Project.

All construction would be completed during the summer months from July through September to minimize the amount of flow and ground water present. The Project would occur over a 12-week period beginning in July 2022 and ending in September 2022, depending on the availability of a qualified contractor and the receipt of all required permits. In the event it is impracticable to begin construction by July 2022, the Project would begin in July 2023. Prior to the commencement of construction, the Project Area would be dewatered using coffer dams and bypass pumping as needed.

Alternatives

Staff recommends that the Board adopt Resolution 22-06-02 to adopt the IS/MND in accordance with requirements under CEQA for the Blacker Canal Bank Stabilization Project and approve the Project 90% Plans. The Board may choose not to adopt the IS/MND or the Plans or to postpone until such time as construction schedule is firmly known. This is not recommended as CEQA adoption is required in order to submit applications for other regulatory permits needed before the project can go to construction. This could delay the start of construction activities and inhibit the District's ability to complete construction of the Blacker Project in a timely manner.

Coordination and Review

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

Budget/Cost Impact

There is no direct budget impact with the recommended action. The Board previously allocated \$1,800,000 for construction of the Project in the adopted FY 2021/22 Capital Improvement Budget. Although the District must cash flow the Project, it will be cost-shared with FEMA at a 75% federal, 25% non-federal cost-share.

ATTACHMENTS and REFERENCES

1. Resolution 22-06-02
2. IS/MND, MMRP available at <https://www.rd900.org/public-notices>
3. Public Comments and Responses
4. Blacker Canal Plans available at <https://www.rd900.org/public-notices>

ATTACHMENT 1

RESOLUTION 22-06-02

A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT 900 APPROVING A MITIGATED NEGATIVE DECLARATION IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE BLACKER CANAL BANK STABILIZATION PROJECT

WHEREAS, the Blacker Canal has deteriorated over time, compromising storm water conveyance capacity and severe erosion and sloughing is encroaching on and threatens to damage private property; and

WHEREAS, Restoration of the canal to original design and flow capacity is critical to maintaining proper drainage to reduce the risk of flooding for the community, and for maintaining access for continued Operation and Maintenance of the internal drainage system; and

WHEREAS, the District initiated a project and prepared plans and specifications for the rehabilitation of the canal called the Blacker Canal Bank Stabilization Project; and

WHEREAS, the District applied for and successfully secured a federal grant from FEMA in the amount of \$1,019,119.50; and

WHEREAS, An Initial Study was conducted in accordance with the California Environmental Quality Act (CEQA) that analyzed potential project impacts and effects and includes a project specific Mitigation Monitoring and Reporting Program (MMRP); and

WHEREAS, the public hearing for the Project was agendized and properly noticed for a Special Meeting of the District Board of Trustees on June 30, 2022; and

WHEREAS, The Board has considered the project's environmental effects including comments received during the 30-day public review period; and

WHEREAS, the District held a public hearing on the proposed Mitigated Negative Declaration for said project and considered any comments received at the hearing.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Reclamation District 900 as follows: the Board hereby approves the Initial Study and Mitigated Negative Declaration (IS/MND) for the Project based on the following findings and subject to the attached conditions.

Section 1. The District is the lead agency for the project.

- a. The proposed project will not result in a significant adverse impact to the environment.
- b. The IS/MND was prepared in accordance with CEQA and state guidelines for the implementation of CEQA (State Clearinghouse # 2021020373).
- c. Pursuant to Section 20181.6(a)(1) of the Public Resources Code, a reporting and/or monitoring plan was prepared for the IS/MND and incorporated into the conditions of project approval to avoid significant effects on the environment including conditions (MMRP).

Section 2. The Board hereby finds on the basis of the whole record before it, including the Initial Study and any comments received thereon during the public review period, that there

is no substantial evidence that the Project will have a significant effect on the environment and that the Mitigated Negative Declaration reflects the Board's independent judgement and analysis.

Section 3. The Board has no evidence before it, including the information in the Initial Study and comments of appropriate reviewing agencies, to indicate that the proposed project could have any potential for an adverse effect on fish and wildlife resources or the habitat upon which wildlife depends, provided that mitigation measures are implemented as recommended in the MMRP.

Section 4. The Mitigated Negative Declaration along with conditions found in the MMRP for the project is hereby approved and adopted and a copy is attached hereto. The General Manager is hereby authorized to execute the Notice of Determination declaring a Mitigated Negative Declaration on behalf of the District and is hereby directed to pay any necessary filing fees required by the California Department of Fish and Wildlife and the Governor's Office of Planning and Research State Clearinghouse within 5 business days following approval with respect to the project pursuant to Section 15096 of the CEQA Regulations.

Section 5. Pursuant to Section 20181.6(a)(2) of the Public Resources Code, the custodian and location of the documents and materials which constitute the record of proceedings upon which this decision to adopt a Mitigated Negative Declaration has been made is Reclamation District 900, 889 Drever Street, West Sacramento, CA 95691.

PASSED AND ADOPTED by Reclamation District 900 on this 30th day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Martha Guerrero, RD 900 President

ATTEST:

Ralph R. Nevis, RD 900 Attorney

Attachment 3

RD900 DRAFT RESPONSE TO COMMENTS

Response to Citizens Comments:

The Blacker Canal Bank Stabilization and Access Road Improvement Project Notice of Completion was posted to the California State Clearinghouse CEQANET on February 22, 2021. Verbal comments were received from various citizens, which former General Manager Mr. Tim Mallen responded to verbally via the telephone. On March 12, 2021, RD 900 received a letter from a citizens group with a list of comments and requested actions. A copy of this letter will be added to the Administrative Record and uploaded to the State Clearinghouse CEQANET during the filing of the Notice of Determination.

Mr. Mallen continued to respond to the citizen's group and made note of their concerns and recommendations. In early February, 2022, Interim General Manager Greg Fabun responded to a request to have an onsite meeting with a subset of the citizens who authored the letter to hear their concerns. An informal meeting took place on February 25, 2022 at the residence of David Julian, 2958 Violet Drive, West Sacramento, CA. Mr. David Julian and Heather Howard-Julian attended the meeting along with Mr. Fabun, Senior Biologist Peter Balfour, M.S, from ECORP Consulting, Senior Biologist Marcus H. Bole, M.S, and Senior Environmental Scientist Charlene J. Bole, M.S, from Bole & Associates. Mr. Fabun was asked several questions about the project in general and responded to numerous questions concerning impacts to the Blacker Canal during construction. Mr. Fabun agreed that any impacts to trees that required pruning or removal would be evaluated by a Certified Arborist.

The citizens group provided the following requested actions, followed by District responses:

1) Explore alternative erosion control measures to gabion walls. One approach could be erosion control blankets combined with native vegetation to hold the bank in place.

RD900 Response: Due to the extensive damage to the existing banks of the canal and the periodic high volumes of storm water that the canal carries, erosion control blankets would be insufficient to stabilize the banks. Bank collapse in some areas is so extensive that the canal approaches the property line of those properties that border the canal. To re-establish the original contours of the canal, rock gabions will need to be installed.

2) If alternative erosion measures are not feasible, include measures to encourage vegetation growth within the practices that allow for vegetation growth. This could include placing soil and native riparian vegetation in the gabion walls.

AND

3) If alternative erosion measures are not feasible, reduce the overall height of the gabion walls by a couple feet and instead cover with a couple feet of soil at the top. This would allow for vegetation growth at the top of the banks while still maintaining the goal of using gabion walls to prevent slope erosion.

RD900 Response: Following the placement of the rock gabions, an appropriate amount of soil shall be applied to the top of the gabions and a native seed mixture will be applied. Due to the abundance of native plants within the local area of the canal, and the presence of water in the canal, natural propagation of local plant species is readily anticipated.

4) Plant native trees, shrubs, and grasses on the edge of the banks. Plant trees sporadically enough so they do not interfere with the District's maintenance activities.

RD900 Response: the planting of native grass seed on the top of the gabions and along all disturbed ground surfaces will be accomplished. A selection of native shrubs spaced along the re-established banks will be explored and implemented if feasible for the long-term maintenance of the canal. The existing trees within the RD900 right of way have contributed to the collapse of the banks in numerous areas. Re-planting trees within the RD900 right of way is not feasible for the long-term maintenance of the canal.

5) Consult with homeowners when trees on their property need to be pruned. This includes speaking with homeowners about which limbs need to be removed and allowing for an arborist to evaluate the health of the tree before removing any limbs.

RD900 Response: a Certified Arborist will be retained by RD900 and will consult with homeowners along the canal that have trees overhanging the canal. The arborist will evaluate the health of the tree before removing any limbs.

6) Ensure that water levels do not get too low during the project, and after.

RD900 Response: The Blacker Canal is a storm water control feature completely dependent upon seasonal precipitation and residential irrigation water for water levels in the canal. During the current drought, which appears to be extending into the 2022 season, the canal has been periodically dry. There is no other source of water that could be used to maintain water levels in either the Blacker or Main Canal. For purposes of the project, dewatering may be necessary to allow the work to proceed and to ensure safety for construction personnel.

Response to California Department of Fish & Wildlife Comments:

On March 18, 2021, the California Department of Fish & Wildlife (CDFW) responded in writing to the Notice of Completion. The letter outlined the role that CDFW plays as California's Trusted Agency and Responsible Agency under CEQA for the protection of fish & wildlife. In addition, CDFW will exercise regulatory authority as the project will require a Lake and Streambed Alteration (LSA) Permit.

Timeframe: The exact timeframe for construction has yet to be determined. However, the project will not commence until all the appropriate regulatory permits are obtained. These permits include a CDFW Lake and Streambed Alteration Permit (Section 1602), a Regional Water Quality Control Board Section 401 Permit, and a U.S. Army Corps of Engineers Section 404 Permit.

Response to CDFW Comments and Recommendations:

The environmental setting should contain sufficient information to understand the Project's, and its alternatives', significant impacts on the environment (CEQA Guidelines, §§15125 and 15360).

RD900 Response: The Blacker Canal project has been the subject of a Biological Resource Assessment and an Aquatic Resources Delineation both authored by ECORP Consulting, Inc. These reports contain a comprehensive explanation of the environmental setting and have been available for review by the CDFW through the State Clearinghouse CEQANET at the following link: <https://ceqanet.opr.ca.gov/2021020373>. (since 2/22/2021)

Comment 1: Alternative design

CDFW recommends that the lead agency re-evaluate the design used for bank stabilization and consider other less environmentally damaging design alternatives. Gabions are not recommended for stream channel applications because experience has shown that gabions usually fail over time. The gabion wire, including galvanized and plastic-coated wire, will wear and break. Life expectancy of gabions is reduced when these structures are inundated by streams and other water sources. Failing gabions may result in uncontrolled bank failure and sediment deposition. Eroded or broken wires may pose a risk to fish and wildlife including catching gills of fish and other injuries. CDFW recommends using bioengineered designs for bank stabilization.

RD900 Response: careful consideration has been made as to the design of the gabions to be used to stabilize the banks of the Blacker Canal. Extensive erosion has resulting in adjacent properties being in jeopardy of losing portions of their property. The project goes way beyond just stabilizing the existing banks, it requires re-establishing the original dimensions of the canal itself. Although bioengineered designs are the preferred method along natural streambeds, the Blacker Canal is a man-made storm water canal with very few of the characteristics of a natural stream. The Blacker Canal will need a greater degree of work to recreate the original contours of the canal. Although gabions may be subject to future failure, there is no other feasible alternative to reconstructing canal alignment. Gabions will be monitored for failure and addressed by RD900 as required.

Comment 2: Special-status plants impact avoidance

To avoid impacts to special-status plants, CDFW recommends Section IV. Biological Resources be revised to include adherence to CDFW's Protocols for Surveying and Evaluating Impacts to Special-Status Native Plant Populations and Natural Communities (2019), including the reporting requirements contained in those protocols, and to indicate a qualified botanist shall conduct the surveys according to the protocols prior to Project activities.

RD900 Response: ECORP's Biological Resources Assessment was accomplish in accordance with CDFW's *Protocols for Surveying and Evaluating Impacts to Special-Status Native Plant Populations and Natural Communities* (2019). All surveys were accomplished by qualified

botanists and biologists. A copy of the Biological Resource Assessment may be downloaded from: <https://ceqanet.opr.ca.gov/2021020373>.

Comment 3: Mitigate special-status plants to a less-than-significant level special

CDFW recommends Section IV, Biological Resources be revised to include a statement of how impacts to special-status plants will be avoided in the event they are discovered in the Project area. If significant impacts to special-status plants are not fully avoidable, CDFW recommends the MND be revised to require compensatory mitigation for impacts to special-status plant species at a minimum of a 3:1 mitigation ratio (conserved habitat to impacted habitat) for permanent impacts and those related to grading or compaction where the soils may take years to recover to baseline conditions.

AND

Comment 4: Revisions needed to mitigate impacts to nesting birds to a level of less-than-significant

*Section IV. Biological Resources does not include nesting survey protocol for nesting birds that may be utilizing the Project site prior to start of Project activities, including the CESA-listed tricolored blackbird (*Agelaius tricolor*) and Swainson's hawk (*Buteo swainsonii*). If tri-colored blackbird or Swainson's hawk occur on or near the Project site, then CDFW recommends the project obtain an ITP*

RD900 Response: Avoidance and Minimization measures have been recommended by ECORP in their Biological Resources Assessment dated November 25, 2020. Biological Mitigation Measures BIO-1 and BIO-2 listed in the Initial Study / Mitigated Negative Declaration incorporate these Avoidance and Minimization Measures. Preconstruction surveys will be accomplished to further evaluate potential impacts for special-status plants in the canal. If it is determined that the tri-colored blackbird and/or the Swainson's hawk is within or near the Project Site, appropriate consultation will immediately be initiated with the CDFW to include a determination if obtaining an Incidental Take Permit (ITP) is appropriate.

Additional Avoidance and Minimization Measures Recommended for Protection of Wildlife

CDFW recommends inclusion of the following avoidance and minimization measures in the MND:

a) "Any open trenches, pits, or holes with a depth larger than one-foot shall be covered at the conclusion of work each day with a hard, non-heat conductive material (i.e., plywood). No netting, canvas, or material capable of trapping or ensnaring wildlife shall be used to cover open trenches. If use of a hard cover is not feasible, multiple wildlife escape ramps shall be installed, constructed of wood or installed as an earthen slope in each open trench, hole, or pit that is capable of allowing large (i.e., deer) and small (i.e., snakes) from escaping on their own accord. Prior to the initiation of construction each day and prior to the covering of the trench at

the conclusion of work each day, a Qualified Biologist or on-site personnel shall inspect the open trench, pit, or hole for wildlife. If wildlife is discovered, it shall be allowed to leave on its own accord.”

b) “Bat Surveys and Mitigation. A qualified bat biologist shall conduct daytime and evening acoustic surveys for bats within 14 days prior to the beginning of project construction work planned either on or within 50 feet of the construction site. If bats are identified on-site, the biologist shall identify the species, estimated quantity present, roost type, and roost status, but shall avoid disturbing bats during surveys. If foraging bats, active roosts, or other signs of bat activity (i.e., guano, urine staining) are identified on-site, the qualified bat biologist shall flag or mark all roosts and actively used features for avoidance. If complete avoidance is not possible (i.e., roosts within the bridge structures), then the qualified bat biologist shall develop a Bat Mitigation and Monitoring Plan in consultation with CDFW. The Bat Mitigation and Monitoring Plan shall include: i) an assessment of all Project impacts to bats, including noise disturbance during construction; ii) effective avoidance and minimization measures to protect bats; iii) and compensatory mitigation for permanent impacts to bats or their nesting/roosting habitat. Once the Bat Mitigation and Monitoring Plan is implemented, Project activities may commence.”

c) “Maternal Roosts. “If a maternal roost site is found, then it is to be assumed that non-volant (young) bats are present in the roost area after June 1. Because the young will not be able to fly away from the disturbance, there shall be no disturbance to their roost site until the young become volant (after August 31). CDFW recommends if a maternal roost site is found after construction activities have begun that a no-work buffer area be established around the maternal roost

RD900 Response: Avoidance and Minimization measures have been recommended by ECORP in their Biological Resources Assessment dated November 25, 2020. Biological Mitigation Measures BIO-1 and BIO-2 listed in the Initial Study / Mitigated Negative Declaration incorporate these Avoidance and Minimization Measures. Preconstruction surveys will be accomplished to further evaluate potential impacts for special-status wildlife, including bats. Onsite biological monitors will ensure that all open pits are properly covered and will ensure the removal (or escape) of any wildlife that may be trapped due to construction activities. If complete avoidance of bats is not possible (i.e., roosts within the bridge structures), then a qualified bat biologist shall develop a Bat Mitigation and Monitoring Plan in consultation with CDFW. Only qualified biologists will be assigned monitoring duties.

RD900 has agreed to comply with all Avoidance and Minimization Measures set forth in the U.S. Fish & Wildlife’s *Programmatic Formal Section 7 Consultation on Federal Emergency Management Agency’s Disaster, Mitigation, Preparedness Programs with the Sacramento Fish and Wildlife Office’s Jurisdiction California*, dated March 27, 2019, 08ESMF00-2018-F-3331-1.

Response to Central Valley Regional Water Quality Control Board Comments:

The Central Valley Regional Quality Control Board (RWQCB) responded to the Mitigated Negative Declaration (SCH#2021020373) in a letter dated March 25, 2021. The RWQCB’s response outlined their responsibilities under the Basin Plan and listed the regulatory permits that may be required for the project. RD900 is committed to obtain all appropriate regulatory permits

prior to construction. The permits include the Clean Water Act Section 401 Permit – Water Quality Certification, Construction Storm Water General Permit and U.S. Army Corps of Engineer’s Clean Water Act Section 404 Permit. Further consultation with the RWQCB will determine additional permits as required.

MEETING DATE: June 30, 2022

ITEM # 8

**SUBJECT:**

**CONSIDERATION OF ADOPTION OF RECLAMATION DISTRICT 900
FISCAL YEAR 2022/2023 OPERATIONS & MAINTENANCE BUDGET**

INITIATED OR REQUESTED BY:
 Board Staff

 Other
REPORT COORDINATED OR PREPARED BY:

Blake Johnson, General Manager

ATTACHMENT Yes No Information Direction Action**OBJECTIVE**

The objective of this report is to present sufficient information to the Reclamation District 900 (District) Board of Trustees (Board) to adopt the District Operations & Maintenance Budget for Fiscal Year (FY) 2022/23.

RECOMMENDED ACTION

Staff respectfully recommends that the Board adopt the District FY 2022/23 Operations & Maintenance Budget.

BACKGROUND

Staff and the District's CPA, Dustin Dumars, coordinated to prepare a proposed budget for the Board's information and consideration. The budget is developed with a focus on providing the resources necessary to fund the District's Operations & Maintenance (O&M) activities during the budgeting period to meet operational objectives while considering the District's overall financial capacity.

This item provides information to the Board about the District's budgeted activities for the current fiscal year (2021/22) for the three operational areas of the District – 900 Drainage, 537 Drainage, Levee Maintenance – and proposes funding requests for the 2022/23 fiscal year. It also proposes one District Operations & Maintenance Budget for FY 2022/23 that represents the functional needs of the three operational areas.

ANALYSIS**900 DRAINAGE O&M**

The FY 2021/22 budget for the 900 Drainage O&M Class (Attachment 1) covered the operations and maintenance of the RD 900 drainage facilities and also housed General Overhead and Administration (GO&A) for all District operations. The GO&A costs included labor, office space, and other general administrative costs that supported District operation and were cost-shared among the three O&M budgets – 900 Drainage (75%), 537 Drainage (2.5%), and Levee Maintenance (22.5%). Revenues were generally on par with the budgeted amounts. Transfer revenue from the other two budgets/classes was approximately 20% less than expected/budgeted. This was a function of the amount of work performed and shared O&M expenses during the fiscal year and does not represent a decrease in revenue for 900 Drainage. Expenditures for this fund were less than budgeted, primarily due to vacant positions – including the General Manager and Assistant General Manager positions.

FY 2022/23

Assessment revenue is expected to increase by 2.25% based on the anticipated increase in the annual 900 Drainage Assessment. GO&A expenses are expected to decrease due to the sunset of the Shared Services Agreement with the City of West Sacramento and removal of rent with the move to the Drever Corp Yard. As in the previous fiscal year, labor expenses are budgeted assuming all positions filled. Medical expenses are budgeted assuming a modest 4% increase. O&M expenses are budgeted similar to the previous fiscal year with a slight increase due to increased energy and fuel costs.

537 DRAINAGE O&M

The FY 2021/22 budget for 537 Drainage O&M Class (Attachment 2) covered the operations and maintenance of the facilities of the former Reclamation District 537 (RD 537) that lies within the City of West Sacramento (City). Revenues aligned with that budgeted and are primarily from the dedicated property assessment for this area of the City. Expenses were significantly lower overall with the exception of the shared GO&A transfer to the RD 900 Drainage budget/class.

FY 2022/23

Commensurate with no requested rate increase, assessment revenue is budgeted the same as in the previous fiscal year. Expenses are budgeted at the same level as last fiscal year to cover anticipated as well as unanticipated O&M.

LEEVE O&M

The FY 2021/22 budget for Levee O&M Class (Attachment 3) covered the operations and maintenance of approximately 16.5 miles of levees in the City for which the District serves as the Local Maintaining Agency. Revenue received in 2021/22 from the levee O&M distribution from the West Sacramento Area Flood Control Agency (WSAFCA) flood assessment was as expected. Additional revenue from participation in the CA Department of Water Resources Flood Maintenance Assistance Program (FMAP) was less than what was budgeted and is due to the fact that although the FMAP agreement/funds is awarded on a fiscal basis, the eligible work and reimbursement occurs over the calendar year. This sets up a situation where it is impossible to account for budgeted vs actual revenue. Expenses were as budgeted with the exception that there was no need for some professional services or equipment repair and/or rental.

FY 2022/23

Levee O&M revenue is budgeted to increase for 2 reasons: WSAFCA passed a 2% increase of the flood assessment at their June 16, 2022, Board meeting; and the 2022 FMAP Agreement executed with DWR saw a significant increase over 2021. Expenses are budgeted at the same levels as the previous fiscal year.

COMBINED DISTRICT BUDGET

For FY 2022/23, the previous "budgets" will continue to be utilized by staff as a management tool and revenues and expenditures will continue to be tracked by Class (900, 537, Levee O&M). The budget recommendations from each of the Classes discussed above have been combined in a "summary budget" and is included as Attachment 4. This summary budget is the subject of the recommended action for the Board for the District's FY 2022/23 Operations and Maintenance Budget. Without considering the previous transfers from O&M classes and transfers to CIP, the summary budget presented has an 8% anticipated increase in revenue and a 2% anticipated decrease in expenditures as compared to the combined FY 2021/22 budgets.

ALTERNATIVES

The Board may choose to approve the recommended action in full, continue the item to a future meeting, request additional information, or approve the budget with modifications.

COORDINATION AND REVIEW

The budgets were developed by staff in coordination with the District CPA and District counsel.

BUDGET/COST IMPACT

The recommended 2022/23 O&M Budget represents a net decrease in expense of \$41,579 (2.2%) and an overall increase in revenue of \$280,573 (7.8%) as compared the 2020/21 O&M budgets. There are sufficient fund balances in each of the O&M budgets/funds to support the recommendations including the allocations for the proposed CIP budget.

ATTACHMENTS

1. FY 2021/22 900 Drainage O&M Class/Budget Worksheet
2. FY 2021/22 537 Drainage O&M Class/Budget Worksheet
3. FY 2021/22 Levee O&M Class/Budget Worksheet
4. FY 2022/23 Operations and Maintenance Budget

Attachment 1

RD 900 Drainage Class

Beginning Fund Balance	\$5,816,895		\$6,811,826		
O&M Budget Requests	2021/22 Budget	2021/22 Projected	2021/22 Difference	2022/23 Budget	
Revenues					
4000 RD 900 Drainage Assessment	2,444,001	2,449,774	5,773	2,504,894	2.25% increase expected
4020 Interest Income	66,000	53,726	(12,274)	55,000	
4110 WUSD Maintenance Fee	7,000	-	(7,000)	7,000	
4200 Miscellaneous	1,000	2,524	1,524	2,500	
4300 Retiree Healthcare	2,400	5,334	2,934	5,500	
4400 Unrealized Gains on Investments	40,000	20,000	(20,000)	20,000	
4501 Transfer In (shared costs reimb. 537)	34,810	26,919	(7,891)	-	Discontinued in 2022/23
4502 Transfer In (shared costs reimb. levee)	313,290	242,271	(71,019)	-	Discontinued in 2022/23
Total Revenues	2,908,501	2,800,549	(107,952)	2,594,894	
GO&A Expenses (shared costs)					
⁵⁰⁰⁰ Administrative					
5010 Permits and Fees	40,000	26,572	(13,428)	40,000	
5011 Assessments Paid	8,000	11,978	3,978	8,000	
5020 Memberships	3,200	5,833	2,633	5,800	
5030 Liability/Auto Insurance	60,000	61,296	1,296	67,425	Assumes 10% increase over previous FY
5041 Professional Fees - Legal	50,000	22,483	(27,517)	25,000	
5042 Professional Fees - Assessment	30,000	12,000	(18,000)	16,000	Efficiencies are being realized by consultant
5043 Professional Fees - Accounting/Payroll	42,000	35,727	(6,273)	42,000	
5044 Professional Fees - City Shared Serv.	50,000	108,271	58,271	15,000	Balance on Agreement thru 9-26-22
5045 Professional Fees - Doc. Management	15,000	-	(15,000)	15,000	Deferred to 2022/23 with new GM on board
5051 Office - Rent	15,000	10,162	(4,838)	-	No longer needed
5052 Office - Utilities	8,400	9,998	1,598	10,000	
5053 Office - Janitorial & Cleaning Supplies	2,400	2,199	(201)	3,600	Significant increase in sq ft w/ move to Drever
5054 Office - Supplies & Software	12,000	5,148	(6,852)	6,000	
5055 Office - Equipment	15,000	7,212	(7,788)	10,000	
5056 Office - Furnishings	20,000	-	(20,000)	20,000	Deferred to 2022/23 with new GM on board
5057 Office - Other	4,000	5,408	1,408	4,000	
Subtotal	375,000	324,288	(50,712)	287,825	
⁵²⁰⁰ Labor and Related					
5211 Compensation - Admin salaries	308,400	93,660	(214,740)	314,568	Assumes all positions filled and annual step increases
5212 Compensation - Field salaries	359,800	243,520	(116,280)	366,996	

RD 900 Drainage Class

5213 Compensation - Overtime	8,000	-	(8,000)	8,000	
5214 Compensation - Payroll Taxes	53,000	27,342	(25,658)	54,060	
5221 Medical Insurance	120,900	109,025	(11,875)	125,736	Assumes 4% increases and fully staffed
5222 Dental Insurance	3,600	3,120	(480)	3,744	
5223 Retiree Medical	28,800	27,195	(1,605)	29,952	
5224 Retirement	93,500	51,783	(41,717)	97,240	
5260 Workers Compensation	30,000	17,993	(12,008)	31,200	
5270 Uniforms	5,400	4,466	(934)	5,400	
5280 Training and Licensing	6,000	15,379	9,379	6,000	Cost for GM recruitment programmed here
Subtotal	1,017,400	593,483	(423,917)	1,042,896	
900 O&M Expenses		-			
5411 Facilities - Power	80,000	103,703	23,703	105,000	Budgeted at current actuals
5412 Facilities - Fuel	5,000	-	(5,000)	5,000	
5413 Facilities - Supplies/Materials	10,000	4,238	(5,762)	10,000	
5414 Facilities - Repairs	10,000	1,790	(8,210)	10,000	
5415 Facilities - Equipment/Tools	20,000	14,475	(5,525)	20,000	
5420 Herbicides	15,000	23,121	8,121	15,000	
5430 Field Services	15,000	-	(15,000)	10,000	
5440 Debris and Trash Removal	25,000	9,289	(15,711)	15,000	
5451 Professional Fees - Pesticide	15,000	13,648	(1,352)	15,000	
5452 Professional Fees - Engineering	5,000	145	(4,855)	5,000	
5453 Professional Fees - Other	5,000	5,000	-	-	
5461 Equipment Fuel	30,000	30,995	995	40,000	Increase due to rising cost of fuel
5462 Equipment Repair/Service	30,000	35,654	5,654	35,000	
5463 Equipment Parts/Supplies	20,000	19,017	(983)	20,000	
5464 Equipment Rentals	5,000	-	(5,000)	5,000	
5465 Equipment Purchase	-	166	166	-	
Subtotal	290,000	261,242	(28,758)	310,000	Increase due to increase in energy costs
Capital Improvements		-			
6000 Transfer Out for CIP	1,818,750	626,605	-	-	Budget not reflective of work performed on CIP projects
Subtotal	1,818,750	626,605	-	-	No anticipated transfer to CIP
Total Expenditures	3,501,150	1,805,618	(503,387)	1,640,721	
Change in Class Balance	(592,649)	994,931	395,435	954,173	
Projected Class Balance as of 6/30/22	(592,649)	6,811,826	7,404,475	7,765,999	

Attachment 2

RD 537 Drainage Class

Beginning Fund Balance	\$891,249	\$891,249	\$919,045	
O&M Budget Requests	2021/22 Budget	2021/22 Projected	2021/22 Difference	2022/23 Budget
Revenues				
4005 RD 537 Drainage Assessment	79,142	79,334	192	79,334
4111 RD 811 Power Reimbursement	3,950	2,902	(1,048)	3,950
				Limited precipitation last year
Total Revenues	83,092	82,236	(856)	83,284
5000 Administrative				
5010 Permits and Fees	1,500	1,314	(186)	1,500
5011 Assessments Paid	1,500	-	(1,500)	1,500
5041 Professional Fees - Legal	2,500	-	(2,500)	2,000
5042 Professional Fees - Assessment	1,500	1,500	-	2,000
Subtotal	7,000	2,814	(4,186)	7,000
537 O&M Expenses				
5411 Facilities - Power	15,000	5,378	(9,622)	15,000
5412 Facilities - Fuel	5,000	-	(5,000)	5,000
5413 Facilities - Supplie/Materials	1,000	-	(1,000)	1,000
5414 Facilities - Repairs	5,000	-	(5,000)	5,000
5420 Herbicides	5,000	-	(5,000)	5,000
5430 Field Services	10,000	-	(10,000)	5,000
5451 Professional Fees - Pesticide	2,500	-	(2,500)	2,500
5452 Professional Fees - Engineering	2,000	-	(2,000)	2,000
5453 Professional Fees - Other	1,500	-	(1,500)	1,500
5463 Parts/Supplies		13	13	5,000
5470 Equipment Rentals	1,000	-	(1,000)	1,000
Subtotal	48,000	5,391	(42,609)	48,000
Transfer Out				
5300 Transfer Out for Shared Costs	34,810	26,919	(7,891)	-
6000 Transfer Out for CIP	625	19,317	18,692	-
				Discontinued
				No anticipated transfer to CIP
Subtotal	35,435	46,236	10,801	-
Total Expenditures	90,435	54,440	(35,995)	55,000
Change in Class Balance	(7,343)	27,796	35,139	28,284
Projected Class Balance as of 6/30/22	883,906	919,045	35,139	947,329

Attachment 3

Levee Class

Beginning Class Balance	\$1,864,348	\$1,864,348	\$2,417,721		
O&M Budget Requests	2021/22 Budget	2021/22 Projected	2021/22 Difference	2022/23 Budget	
Revenues					
4010 WSAFCA O&M Funding	738,262	822,794	84,532	839,250	2% Increase adopted by WSAFCA
4120 DWR - FMAP	205,100	138,524	(66,576)	350,000	Based on executed 2022 FMAP Agreement w/ DWR
Total Revenues	943,362	961,318	17,956	1,189,250	
Administrative					
5010 Permits & Fees	-	20	20	100	
5020 Memberships	4,000	-	(4,000)	4,000	
5041 Professional Fees - Legal	5,000	280	(4,720)	5,000	
Subtotal	9,000	300	(8,700)	9,100	
Levee O&M Expenses					
5413 Facilities - Supplie/Materials	5,000	5,154	154	5,000	
5420 Herbicides	45,000	41,304	(3,696)	45,000	
5430 Field Services	45,000	2,800	(42,200)	45,000	
5452 Professional Fees - Engineering	12,000	8,825	(3,175)	12,000	
5453 Professional Fees - Other	1,500	-	(1,500)	1,500	
5462 Equipment Repair/Service	7,500	-	(7,500)	7,500	
5463 Equipment Parts/Supplies	7,500	-	(7,500)	7,500	
5470 Equipment Rentals	10,000	-	(10,000)	10,000	
Subtotal	133,500	58,082	(75,418)	133,500	
Transfer Out					
5300 Transfer Out for Shared Costs	313,290	242,271	(71,019)		Discontinued
6000 Transfer Out for CIP	5,625	107,292	101,667		No anticipated transfer to CIP
Subtotal	318,915	349,563	30,648	-	
Total Expenditures	461,415	407,945	(53,470)	142,600	
Change in Class Balance	481,947	553,373	71,426	1,046,650	
Projected Class Balance as of 6/30/22	2,346,295	2,417,721	71,426	3,464,371	

RD 900 Fiscal Year 2022/23
Operations and Maintenance Budget

900 O&M Expenses				
5411 Facilities - Power	95,000	109,080	14,080	120,000
5412 Facilities - Fuel	10,000	-	(10,000)	10,000
5413 Facilities - Supplies/Materials	16,000	9,392	(6,608)	16,000
5414 Facilities - Repairs	15,000	1,790	(13,210)	15,000
5415 Facilities - Equipment/Tools	20,000	14,475	(5,525)	20,000
5420 Herbicides	65,000	64,425	(575)	65,000
5430 Field Services	70,000	2,800	(67,200)	60,000
5440 Debris and Trash Removal	25,000	9,289	(15,711)	15,000
5451 Professional Fees - Pesticide	17,500	13,648	(3,852)	17,500
5452 Professional Fees - Engineering	19,000	8,970	(10,030)	19,000
5453 Professional Fees - Other	8,000	5,000	(3,000)	3,000
5461 Equipment Fuel	30,000	30,995	995	40,000
5462 Equipment Repair/Service	37,500	35,654	(1,846)	42,500
5463 Equipment Parts/Supplies	27,500	19,030	(8,470)	32,500
5464 Equipment Rentals	16,000	-	(16,000)	16,000
5465 Equipment Purchase	-	166	166	
Subtotal	471,500	324,715	(146,785)	491,500
Capital Improvements				
5300 Transfer Out for Shared Costs	348,100			
6000 Transfer Out for CIP	1,825,000	963,620	(861,380)	-
Subtotal	\$2,173,100	963,620	(861,380)	-
Total Expenditures	4,053,000	2,203,712	(1,501,188)	1,838,321
Change in Class Balance	(118,045)	1,640,391	1,410,336	2,029,107
Projected Class Balance as of 6/30/22	8,454,447	10,212,883		12,241,991