

**AGENDA**  
**REGULAR MEETING OF RECLAMATION DISTRICT 900**  
**MAY 17, 2023**

Martha Guerrero, President

Norma Alcala, Trustee  
Quirina Orozco, Trustee

Verna Sulpizio Hull, Trustee  
Dawnte Early, Trustee

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

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

**5:30 PM**      CALL TO ORDER

**GENERAL ADMINISTRATION – PART I**

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

**CONSENT AGENDA – PART II**

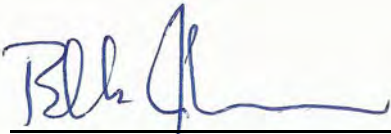
- 2. CONSIDERATION OF ENCROACHMENT PERMIT AND CENTRAL VALLEY FLOOD PROTECTION BOARD ENDORSEMENT – PACIFIC GAS & ELECTRIC COMPANY; ALONG S. RIVER RD BRIDGE, CROSSING THE DEEPWATER CHANNEL IN WEST SACRAMENTO  
  
**Comment:** This item seeks Board approval for this encroachment permit and Central Valley Flood Protection Board Endorsement by Pacific Gas & Electric. This encroachment is to place conduit along the South River Road Bridge to Locks Drive.
- 3. CONSIDERATION OF ENCROACHMENT PERMIT FOR DAVID VIERRA – MOW SEEPAGE BERM ALONG THE SOUTHPORT SEEPAGE BERMS  
  
**Comment:** This item seeks Board approval for this encroachment permit by David Vierra. This permit would allow Mr. Vierra to mow approximately 50 acres of RD 900's seepage berm along the new Southport levee.
- 4. 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 2023/24 TAX ROLLS FOR RECLAMATION DISTRICT 900  
  
**Comment:** This item requests Board approval to execute a contract 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.
- 5. CONSIDERATION OF THE RECISSION OF DISTRICT BOARD RESOLUTION 23-03-02  
  
**Comment:** This item seeks Board approval to rescind its March 2023 action approving Resolution 23-03-02 regarding Initiative 21-0042A1 and thereby take no position with respect to Initiative 21-0042A1.

6. CONSIDERATION OF APPROVAL OF THE MARCH 15, 2023 BOARD MEETING MINUTES

**REGULAR AGENDA – PART III**

7. 2023-2024 DRAFT BUDGET
8. GENERAL MANAGER UPDATES
9. TRUSTEE COMMENTS
10. ADJOURN

I, Blake Johnson, General Manager/Secretary, declare under penalty of perjury that the foregoing agenda for the May 17, 2023 meeting of Reclamation District 900 was posted on May 12, 2023, at the rear entrance of the City of West Sacramento City Hall, 1110 West Capitol Avenue, West Sacramento, CA and at the office of Reclamation District 900, 889 Drever Street, West Sacramento, CA, and was available for public review.



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Blake Johnson, General Manager/Secretary  
Reclamation District 900

***All public materials related to an item on this agenda submitted to the District after distribution of the agenda packet are available for public inspection on the District's website at: [www.rd900.org](http://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.***

**Reclamation District 900  
July '22 - March '23 Financials**

	<b>Current FY as of February 2022</b>	<b>March '23</b>	<b>Total</b>
<b>Revenue</b>			
4000 Assessments	2,594,830		2,594,830
4010 WSAFCA	830,682		830,682
4020 Interest Income	66,464	-	66,464
4100 Funding Agreements	235,933	-	235,933
4111 RD 811 Power Reimbursement	3,120		3,120
4300 Retiree Healthcare	6,377	-	6,377
<b>Total Revenue</b>	<b>3,737,405</b>	<b>-</b>	<b>3,737,405</b>
<b>Expenditures</b>			
5000 Administrative	203,508	14,716	218,224
5200 Labor & Related	481,881	81,650	563,531
5400 Operations & Maintenance	199,136	35,506	234,642
6000 Repair Replacements & Rehab	524,148	74,602	598,750
<b>Total Expenditures</b>	<b>1,408,673</b>	<b>206,474</b>	<b>1,615,147</b>
<b>Change in Fund Balances</b>	<b>2,328,732</b>	<b>(206,474)</b>	<b>2,122,258</b>

For Management Use Only - Accrual

<b>MEETING DATE:</b> May 17, 2023		<b>ITEM # 2</b>	
 <b>SUBJECT:</b> <p style="text-align: center;"><b>CONSIDERATION OF ENCROACHMENT PERMIT – PG&amp;E</b></p>			
<b>INITIATED OR REQUESTED BY:</b> <input checked="" type="checkbox"/> Counsel <input checked="" type="checkbox"/> Staff  <input type="checkbox"/> Other		<b>REPORT COORDINATED OR PREPARED BY:</b> Blake Johnson, General Manager	
<b>ATTACHMENT</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action	

**OBJECTIVE**

The objective of this report is to obtain the Reclamation District 900 (District) Board of Trustees (Board) approval for an encroachment permit for PG&E and to endorse PG&E’s application to the Central Valley Flood Protection Board.

**RECOMMENDED ACTION**

Staff respectfully recommends that the Board approve this encroachment permit and endorse PG&E’s application to the Central Valley Flood Protection Board.

**BACKGROUND**

PG&E will be installing new conduit in West Sacramento and more specifically off the bridge along the Southport Road bridge. District is responsible for maintenance on either side of this bridge.

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

**ANALYSIS**

The conduit will support electrical distribution facilities to serve new and existing load in and around West Sacramento, as well as distributed energy resource (DER) customers, while also providing additional distribution capacity for potential future distributed energy resource (DER) customers.

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

Alternatives

Staff recommends the Board approve this encroachment permit to allow PG&E to place this new conduit and endorse the Central Valley Flood Protection Board permit.

Secondary alternative is to reject this encroachment. This alternative is not recommended. This would require PG&E to re-evaluate their routes and delay construction to provide much electrical services.

Coordination and Review

This report was prepared in coordination with District Counsel.

Budget/Cost Impact

There is no cost to the District.

**ATTACHMENT**

- Permit Application 2023-02
- Central Valley Flood Protection Board Encroachment Endorsement

# APPLICATION

Name of Applicant: Pacific Gas & Electric Company

Mailing Address: 850 Stillwater Road, West Sacramento, CA 95605

Phone Number: 925-786-2433

Email: katie.webber@pge.com

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

Installation of electric distribution conduit on the S. River Rd bridge.

Please see the attached full project description.

The easement referred to above is located as follows: ( 38.561268°, -121.523281°)

Along S. River Rd bridge crossing the deepwater channel in West Sacramento

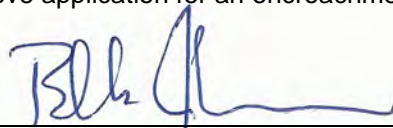
Nearest cross streets Locks Drive and S. River Road

We anticipate the work to start on or about June 5, 2023 (date)

Respectfully submitted,  
Katie Webber, Sr. Land Planner  
Pacific Gas & Electric Company  
(address)

Date: 5/8/2023

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

  
General Manager, Reclamation District 900

May 10, 2023

# PERMIT # 2023-02

Date: May 17, 2023

To Katie Webber, PG&E

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

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

1. This permit shall be cancelled and void unless the work contemplated hereunder is initiated within 240 days from the date of issuance and diligently prosecuted to completion.
2. Written Notice will be given to the District at least three (3) days prior to commencement of the work above described. Notice shall be sent to Blake Johnson, BJohnson@rd900.org.
3. The permittee shall indicate his acceptance of this permit and the terms and conditions thereof, by executing the form of acceptance on one copy of this permit and returning it to the District.
4. The permittee shall fully comply with each and every recommendation and requirement set forth herein as well as in the report from the District's Engineer regarding the encroachment above described.
5. This permit does not grant a right to use or construct works on land owned by others.
6. This permit does not establish any precedent with respect to any other application received by the District.
7. To the fullest extent permitted by law, permittee shall indemnify, hold and save the District harmless of and from any liability which may be incurred through injury to person or damage to property arising out of or connected with the construction or installation of the encroachment above described, and from any such liability arising out of or in connected with the maintenance and operation of such encroachment, except where responsibility for maintenance thereof is accepted by the District in writing.
8. If the encroachment above described constitutes the replacement of an open ditch or canal of the District with a covered pipe or conduit, then the pipe or conduit so installed (shall) (shall not) become the property of the District.
9. The project site shall be restored to the condition that existed prior to commencement of work, accept for such improvements as are approved in this permit.
10. Permittee shall acquire no easement or property right in or to the property or right of way of the District by virtue of this permit and the District does not hereby relinquish any right or title therein.
11. Except as herein otherwise provided, all cost of maintenance, repair and replacement of the encroachment above described shall be borne by permittee. Permittee shall, whenever instructed by the District to do so, repair, replace or relocate such encroachment in the manner prescribed by the District whenever the District shall determine that such repair, replacement or relocation is required in the interest of the District. Any such repair, replacement or relocation ordered by the District that is: (a) not completed by the permittee within thirty (30) days after written notice has been given by the District of such required repair, replacement or relocation; or (b) in the case of repair, replacement, or relocation that cannot be completed within thirty (30) days despite permittee's diligent efforts, is not initiated within thirty (30) days of the written notice and then diligently brought to completion by permittee without unnecessary delay,

## PERMIT # 2023-02

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

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

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

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

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

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

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

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

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

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

21. See attached Special conditions if box checked.

**PERMIT # 2023-02**

Dated: \_\_\_\_\_, 20\_\_\_\_

**Reclamation District 900**

By: \_\_\_\_\_

Reclamation District 900

**ACCEPTANCE**

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

Dated: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Permittee



1. Underground Electrical Construction (on behalf of PG&E) will be installing conduits on the Lake Washington Blvd bridge, Jefferson Blvd bridge, and S. River Rd bridge for a total of approximately 1,800 lf of conduit run.

All work will be performed from the top of the bridge using a bridge truck that lowers a platform down the side of bridge. The pipe is then lowered to a platform with an excavator using proper rigging and tag line to control the decent of pipe down to platform (approximately 10' from top of bridge) and set onto support hangers attached to the platform. All tools will be tethered with weight appropriate lanyards, rotohammers used to drill holes for anchors will have vacuum attachment to capture all the dust created by the drill. The equipment on site will include the following: bridge truck, excavator for lowering pipe, crew truck to carry tools and trailer for pipe material.

Please note the drawing set includes locations outside of the CVFPB jurisdiction, including installation of approximately 6,800 linear feet of electric distribution facilities. A description of this work for reference is included: The start point of trenching will be at the gravel road entry at 1,250' east of the intersection of Southport Pkwy and Ramco St., there we will excavate approximately 1,700 lf along the gravel road leading up to the Deepwater substation. From there the trench crew will hand excavate approximately 108 lf from the substation wall and into the substation facilities. Next the trench crew will continue to trench from the gravel road entry towards Lake Washington Blvd along the southern should of Southport Pkwy for approximately 4,900 lf. At the same time a bore crew will start the bore work at the southern intersection of Lake Washington Blvd and Southport Pkwy, the crossing will be approximately 130 lf. The bore crew will then work on the bore sections at the northern and southern end of the Lake Washington Blvd bridge for a total of approximately 845 lf. After all bore work is complete, a second trench crew will install the Industrial Blvd/Stone crossing section for approximately 92 lf.

#### Jefferson Blvd



Lake Washington Blvd



**S. River Rd**



APPLICATION FOR A CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMIT

Application No. \_\_\_\_\_ (For Office Use Only)

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

Installation of electric distribution conduit on the Lake Washington Blvd bridge, Jefferson Blvd bridge, and S. River Rd bridge for a total of approximately 1,800 linear feet of conduit run.

See attachment for full scope detail

2. Project

Location: West Sacramento County, in Section 3, 4
Township: 8N (N) (S), Range: 4E (E) (W), M. D. B. & M.
Latitude: 38.561247° Longitude: -121.528907°
Stream: Deepwater Channel, Levee: West Sacramento Designated Floodway:
APN: 067-180-041-000

3. Pacific Gas & Electric Company (PG&E) of 850 Stillwater Road
Name of Applicant / Land Owner Address

West Sacramento CA 95605 925-786-2433
City State Zip Code Telephone Number
katie.webber@pge.com
E-mail

4. Katie Webber of PG&E
Name of Applicant's Representative Company

West Sacramento CA 95605 925-786-2433
City State Zip Code Telephone Number
katie.webber@pge.com
E-mail

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

We, the Trustees of Rec District 900 (PENDING) approve this plan, subject to the following conditions:
Name of LMA

- Conditions listed on back of this form
Conditions Attached
No Conditions

Trustee Date Trustee Date
Trustee Date Trustee Date

**APPLICATION FOR A CENTRAL VALLEY FLOOD PROTECTION BOARD  
ENCROACHMENT PERMIT**

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

Name	Address	Zip Code
City of West Sacramento	1110 W Capitol Ave, West Sacramento, CA 95691	

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

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

SCH No. \_\_\_\_\_

8. When is the project scheduled for construction? 6/5/2023

9. Please check exhibits accompanying this application.


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

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

Date

Include any additional information:

<b>MEETING DATE:</b> May 17, 2023		<b>ITEM # 3</b>	
 <b>SUBJECT:</b> <b>CONSIDERATION OF ENCROACHMENT PERMIT – DAVID VIERRA</b>			
<b>INITIATED OR REQUESTED BY:</b> <input checked="" type="checkbox"/> Council <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		<b>REPORT COORDINATED OR PREPARED BY:</b> Blake Johnson, General Manager	
<b>ATTACHMENT</b> <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 Reclamation District 900 (District) Board of Trustees (Board) approval for an encroachment permit for David Vierra.

**RECOMMENDED ACTION**

Staff respectfully recommends that the Board approve this encroachment permit.

**BACKGROUND**

Mr. Vierra has offered to mow and collect the grasses on the District’s seepage berms located along the new Southport levees (Sacramento River) from approximately Linden Road on the north to the South River Road on the south.

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

**ANALYSIS**

District staff spends approximately 2 to 3 weeks mowing the seepage berms along the Southport levees. By allowing Mr. Vierra to mow the levees for the District, the District can shift personnel and equipment to other areas in need of immediate attention, more specifically mowing grass near residential areas.

Mr. Vierra has farmed and cut crops/grasses for decades throughout West Sacramento and nearby communities and has the knowledge and experience to perform this work. There are no fees from Mr. Vierra to mow the District’s berms. He will bail the grasses and move them off-site for animal feed.

**Alternatives**

Staff recommends the Board approve this encroachment permit to allow David Vierra to mow District seepage berms.

Secondary alternative is to reject this encroachment. This alternative is not recommended. Mr. Vierra helps the District by mowing these berms, District staff can work in other areas.

**Coordination and Review**

This report was prepared in coordination with District Council.

**Budget/Cost Impact**

There is no cost to the District.

**ATTACHMENT**

Permit Application 2023-01

# APPLICATION

Name of Applicant: David Vierra

Mailing Address: 4610 South River Road, West Sacramento, CA 95691

Phone Number: 916-584-5281

Email: dave@davespumpkinpatch.com

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

Mow and collect cuttings (grasses) along the seepage berm in the Southport area along the Sacramento River from just north of Linden Rd. to just south of South River Rd.

The easement referred to above is located as follows: Along the Sacramento River within RD 900's easement.

See attached map

Nearest cross streets South River Road in the south and Linden Rd to the north

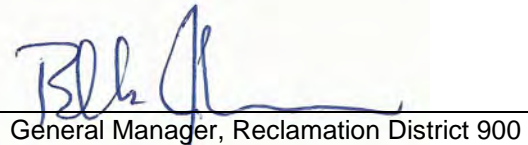
We anticipate the work to start on or about May 22, 2023 (date)

Respectfully submitted,

4610 South River Road, West Sacramento, CA 95691  
(address)

Date: May 5, 2023

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

  
General Manager, Reclamation District 900

Date: May 5, 2023

# PERMIT # 2023 - 01

To David Vierra

Permission is hereby granted to temporarily encroach upon and enter an easement or right of way of Reclamation District 900, herein called District, for the limited purposes as set forth in the Application attached hereto and incorporated by this reference.

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

1. This permit shall be cancelled and void unless the work contemplated hereunder is initiated within 30 days \_\_\_\_\_ from the date of issuance and diligently prosecuted to completion.
2. Written Notice will be given to the District at least three (3) days prior to commencement of the work above described. Notice shall be sent to Blake Johnson, bjohnson@rd900.org, 916-204-6869
3. The permittee shall indicate his acceptance of this permit and the terms and conditions thereof, by executing the form of acceptance on one copy of this permit and returning it to the District.
4. The permittee shall fully comply with each and every recommendation and requirement set forth herein as well as in the report from the District's Engineer regarding the encroachment above described.
5. This permit does not grant a right to use or construct works on land owned by others.
6. This permit does not establish any precedent with respect to any other application received by the District.
7. To the fullest extent permitted by law, permittee shall indemnify, hold and save the District harmless of and from any liability which may be incurred through injury to person or damage to property arising out of or connected with the construction or installation of the encroachment above described, and from any such liability arising out of or in connected with the maintenance and operation of such encroachment, except where responsibility for maintenance thereof is accepted by the District in writing.
8. If the encroachment above described constitutes the replacement of an open ditch or canal of the District with a covered pipe or conduit, then the pipe or conduit so installed (shall) (shall not) become the property of the District.
9. The project site shall be restored to the condition that existed prior to commencement of work, except for such improvements as are approved in this permit.
10. Permittee shall acquire no easement or property right in or to the property or right of way of the District by virtue of this permit and the District does not hereby relinquish any right or title therein.
11. Except as herein otherwise provided, all cost of maintenance, repair and replacement of the encroachment above described shall be borne by permittee. Permittee shall, whenever instructed by the District to do so, repair, replace or relocate such encroachment in the manner prescribed by the District whenever the District shall determine that such repair, replacement or relocation is required in the interest of the District. Any such repair, replacement or relocation ordered by the District that is: (a) not completed by the permittee within thirty (30) days after written notice has been given by the District of such required repair, replacement or relocation; or (b) in the case of repair, replacement, or relocation that cannot be completed within thirty (30) days despite permittee's diligent efforts, is not initiated within thirty (30) days of the written notice and then diligently brought to completion by permittee without unnecessary delay,



## PERMIT # 2023-01

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

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

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

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

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

16. Permittee shall obtain and maintain in force throughout the period of construction a comprehensive general liability policy in a combined single limit of not less than \$ 2,000,000 .00 covering construction activities undertaken by or for Permittee hereunder and shall name Reclamation District 900 as an additional insured.

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

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

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

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

21. See attached Special conditions if box checked.

**PERMIT # 2023-01**

Dated: \_\_\_\_\_, 20\_\_\_\_

**Reclamation District 900**

By: \_\_\_\_\_

Reclamation District 900

**ACCEPTANCE**

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

Dated: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Permittee



## RECLAMATION DISTRICT 900

*Post Office Box 673*

*West Sacramento, CA 95691*

*PH: (916) 371-1483 • [email: admin@rd900.org](mailto:admin@rd900.org)*

May 17, 2023

David Vierra  
4610 South River Road  
West Sacramento, CA 95682

Subject: Encroachment Permit Requirements for mowing seepage berms on RD 900 property

Dear Mr. Vierra,

Enclosed are additional requirements for Permit Number 2023-01:

1. Leave grasses a minimum of 2 inches in height.
2. No cutting/mowing levee slopes.
3. All mowing shall be performed on the land side (dry side) of the levee (no mowing on the Sacramento River side of the levee).
4. Work shall be performed at the direction of the General Manager (GM) or Superintendent.  
Failing to abide by the direction provided by the GM or Superintendent, this encroachment permit will be terminated immediately.
5. This encroachment permit expires July 14, 2023

Please feel free to contact me at my office phone number 916-371-1483 or cell 916-204-6869 or by email at [BJohnson@rd900.org](mailto:BJohnson@rd900.org).

Sincerely,

A handwritten signature in blue ink, appearing to read "Blake Johnson", is written over a light-colored rectangular background.

Blake Johnson, PE  
General Manager  
Reclamation District 900

# Vierra

Seepage Berm mowing

## Legend

- Baths Station - Sacramento Southern?
- Feature 1
- Feature 2
- Park
- Sacramento Yacht Club
- School
- Scott's Seafood on the River
- Sherwood Harbor Marina & RV Park
- Simply Sewing
- Tree Top Sac
- Untitled Path

Area of mowing

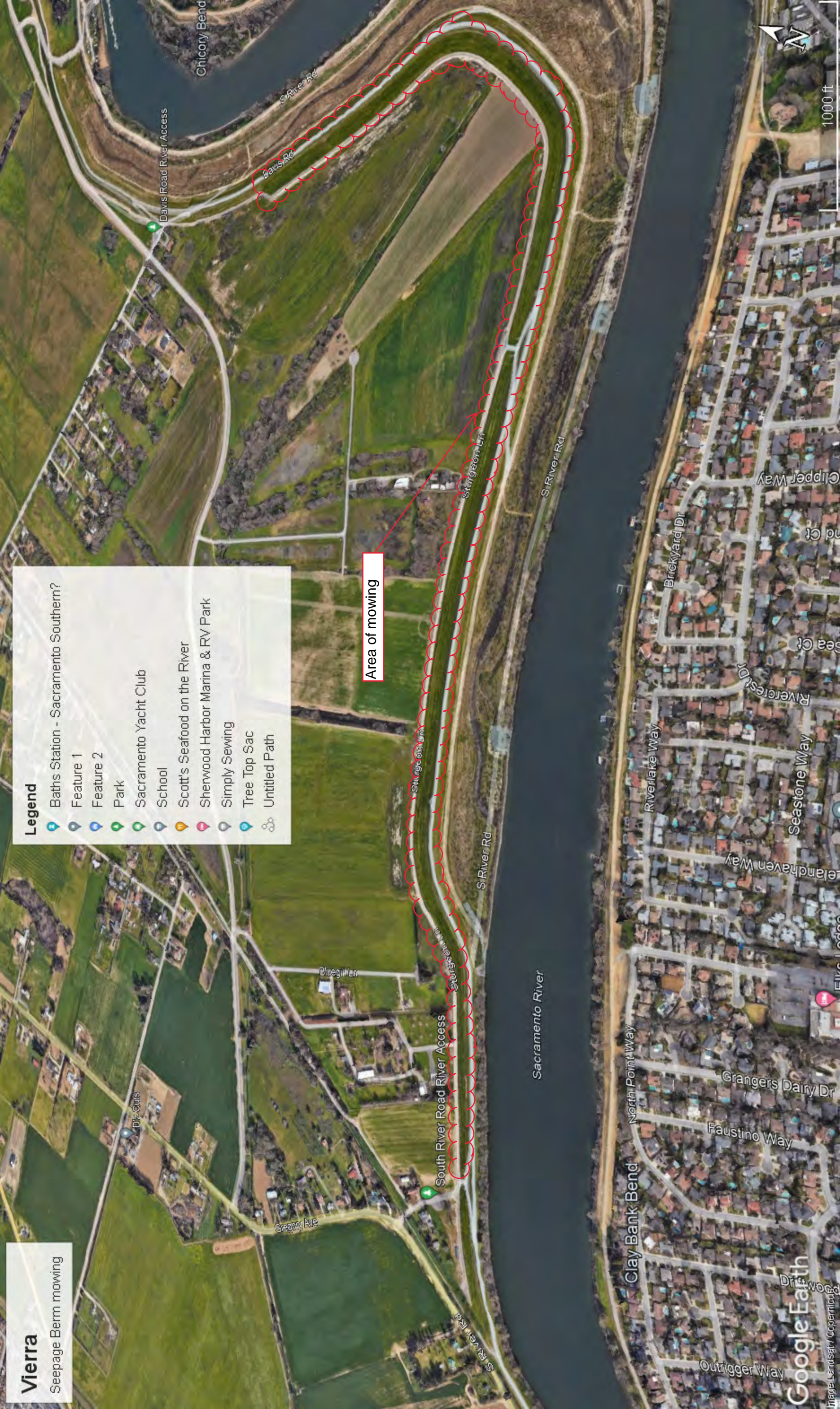


# Vierra

Seepage Berm mowing

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- Baths Station - Sacramento Southern?
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Area of mowing

**MEETING DATE:** May 17, 2023

**ITEM # 4**



**SUBJECT:**

**CONSIDERATION OF A CONTRACT WITH LARSEN WURZEL & ASSOCIATES INC AND A CONTRACT WITH LAUGENOUR AND MEIKLE FOR MANAGEMENT AND SUBMISSION OF THE FISCAL YEAR 2023/24 TAX ROLLS FOR RECLAMATION DISTRICT 900**

**INITIATED OR REQUESTED BY:**

Counsel     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 (RD 900/District) Board of Trustees (Board) to execute a contract 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 General Manager to execute a contract with Larsen Wurzel & Associates Inc. (Attachment 1) in the amount of \$22,900; and
2. Authorize the 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 2023/24 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 2023/24 tax year.

**ANALYSIS**

LWA has provided a proposal similar to FY 2022/23 but also includes an optional task to perform a deeper analysis of the parcel data for RD 900 from Yolo County. This analysis would include a District boundary parcel analysis and a complete data pull of Yolo County parcel data (within RD 900 boundaries) from ParcelQuest with analysis of all parcel attributes relevant to the assessment including acreage and land use.

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.

<b>Assessment District/Firm</b>	<b>Cost</b>	<b>Expected Assessment Revenue</b>	<b>Cost as % of Assessment</b>
900/LWA	\$22,900	\$2,565,806	0.89%
Former 537/L-M	\$2,000	\$80,921	2.5%

Alternatives

Staff recommends the Board approve the contract 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 2023, 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 for Services LWA
2. Contract for Services L-M

## CONTRACT FOR SERVICES

THIS CONTRACT is made on May 17, 2023, by and between RECLAMATION DISTRICT NO. 900 ("DISTRICT"), and Larsen Wurzel & Associates Inc. ("Consultant").

WITNESSETH:

WHEREAS, the DISTRICT desires consulting services for the Drainage Operations & Maintenance assessment administration for FY 2023/2024; and

WHEREAS, the Consultant has presented a proposal for such services to the DISTRICT, dated May 9, 2023, (attached hereto as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

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

### 1. SCOPE OF SERVICES:

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

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

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

### 2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by the DISTRICT, and shall be undertaken and completed by September 29, 2023.

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



C. The DISTRICT General Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period equal to the original term of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

### **3. COMPENSATION:**

A. The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed twenty-two thousand nine hundred (\$22,900), without the DISTRICT's prior written approval. Consultant's fees shall be as specified in the Budget section of their proposal, which is included in **Exhibit "A"**.

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

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

### **4. TERMINATION:**

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

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

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

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

**5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

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

**6. EXTENSIONS OF TIME:**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the DISTRICT in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

**7. PROPERTY OF THE DISTRICT:**

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

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

**8. COMPLIANCE WITH ALL LAWS:**

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

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

**9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

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

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

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the DISTRICT on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the DISTRICT, is no longer employed by Consultant, or is replaced with the written approval of the DISTRICT, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the DISTRICT for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the DISTRICT may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

#### **10. SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the DISTRICT, which will not be unreasonably withheld. Consultant shall be as fully responsible to the DISTRICT for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

#### **11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the DISTRICT which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the DISTRICT under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the DISTRICT.

#### **12. INTEREST IN CONTRACT:**

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

**13. MATERIALS CONFIDENTIAL:**

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

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

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

**15. INDEMNITY AND LITIGATION COSTS:**

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

**16. CONSULTANT TO PROVIDE INSURANCE:**

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

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

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the DISTRICT, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

## 2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per occurrence and **\$2,000,000** general and products/completed operations aggregates.

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

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

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

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

## 3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or

by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$1,000,000** per claim.

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

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

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

F. The requirement as to types, limits, and the DISTRICT's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

## **17. MISCELLANEOUS PROVISIONS:**

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

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

C. Consultant shall maintain and make available for inspection by the DISTRICT and its auditors accurate records of all of its costs, disbursements and receipts with respect to any

work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

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

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

the DISTRICT: Blake Johnson  
PO Box 673  
West Sacramento, CA 95682  
BJohnson@rd900.org  
916-371-1483

Consultant: Scott Brown, PE  
2450 Venture Oaks Way  
Suite 240  
Sacramento, CA 95833  
[scott@larsenwurzel.com](mailto:scott@larsenwurzel.com)  
530-665-8222

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

G. Any action arising out of this Contract shall be brought and maintained in Yolo County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

[Signatures on following page]

RECLAMATION DISTRICT NO. 900

By: \_\_\_\_\_  
RD 900 Board President

ATTEST:

By: \_\_\_\_\_  
RD 900 General Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ralph R. Nevis, RD 900 Attorney

CONSULTANT

By: \_\_\_\_\_  
Title:



EXHIBIT A

Consultant Proposal/Scope of Work



LARSEN WURZEL  
& Associates, Inc.

May 9, 2023

Mr. Blake Johnson                      **VIA EMAIL**  
Reclamation District 900  
889 Drever Street  
West Sacramento, CA 95691

Re: Reclamation District 900 FY 2023/2024 Drainage O&M Assessment Administration

Dear Mr. Johnson:

Larsen Wurzel & Associates, Inc. (LWA) appreciates the opportunity to submit this proposal to continue to provide consulting services to Reclamation District 900 (RD 900) for the Drainage Operations & Maintenance assessment administration for FY 2023/2024. LWA has been performing these services for RD 900 since 2016 and is committed to completing the FY 2023/2023 assessment roll update in a timely manner for submission to Yolo County for collection before the August 10, 2023 deadline. Following submission of the assessment roll, LWA will respond to any follow-up questions from the County, prepare direct bills to be mailed by September 30, 2023, and address property owner inquiries throughout the tax year.

Enclosed you will find LWA's proposal to provide assessment administration services for FY 2023/2024 for an estimated budget of \$17,300. In addition, our proposal includes an optional task to perform a detailed review of all parcels to ensure the assessment roll accurately captures the parcel characteristics within the assessment district. We estimated an additional \$5,600 would be required to perform these services. The last time such a detailed evaluation was performed was during the formation of the assessment district in 2016. This additional effort can be deferred, but LWA recommends performing this optional task within the next 3 years to prevent the loss of revenue that may exist due to property development that may not be accurately reflected in the Yolo County Assessor's data.

## **SCOPE OF SERVICES**

The following Scope of Services describes the tasks and timing of work to be completed under this proposal. The period of performance will be June 1, 2023 through May 31, 2024.

### **Task 1 – Project Management**

This task includes general coordination and meetings with RD 900 staff and/or consultants necessary for the preparation of the annual assessment roll. This task also includes preparation of any updates to the administration binder. This task is expected to last the duration of the period of performance stated above.

### **Task 2 – Assessment Roll Update**

This task includes gathering, verification, and research of updated parcel data and integration of updates into the administration record. This task also includes the calculation of the allowable annual escalation rate, preparation of the necessary resolutions, and presentation of the escalation to the RD 900 Board for consideration. This task is expected to be completed during June and July 2023.

#### ***Subtask 2.1 – Detailed Data Evaluation (Optional)***

This optional additional task includes a deeper analysis of the parcel data for RD 900 from Yolo County. This analysis would include a District boundary parcel analysis and a complete data pull of Yolo County parcel data (within RD 900 boundaries) from ParcelQuest with analysis of all parcel attributes relevant to the assessment including acreage and land use.

### **Task 3 – Yolo County Assessment Roll Preparation**

This task includes preparation of the updated assessment roll for application on the Yolo County property tax roll, preparation of the necessary resolutions, submission to the County, and follow up required to resolve any parcels rejected for collection by the County. The roll will be submitted to the County by the August 10, 2023 deadline with follow-up corrections, as necessary, submitted by the August 26, 2023 deadline.

### **Task 4 – Direct Bill Assessment Roll Preparation**

This task includes the preparation of the direct bill assessment roll and the production and mailing of the direct bills. This task also includes coordination with RD 900 staff to update the assessment administration database with payments of the previous fiscal year assessment direct bills. This task will be completed following confirmation of any corrections to the County assessment roll in September 2023. The direct bills will be mailed in late September 2023 to coincide with the mailing of Yolo County property tax bills.

### **Task 5 – Assessment Roll Follow Up & Property Owner Inquiries**

This task includes researching and addressing any property owner inquiries resulting from the assessment roll submitted to Yolo County or directly billed to by RD 900 to property owners. If necessary, this may include processing any resulting assessment adjustments with the County or with direct bills.

## BUDGET

The following table summarizes the proposed budget for administration of the Drainage Operations and Maintenance Assessment for FY 2023/2024 associated with the above-described tasks and subtasks.

Task Description	Proposed Budget
Task 1 – Project Management	\$1,800
Task 2 – Assessment Roll Update	\$7,100
<i>Subtask 2.1 – Deep Data Scrub (Optional)</i>	\$5,600
Task 3 – Yolo County Assessment Roll Preparation	\$3,000
Task 4 – Direct Bill Assessment Roll Preparation	\$3,400
Task 5 – Assessment Roll Follow Up & Property Owner Inquiries	\$2,000
<b>Total without Optional Task 2.1</b>	<b>\$17,300</b>
<b>Total with Optional Task 2.1</b>	<b>\$22,900</b>

Fees are based on a direct cost (hourly rates and direct expenses) not-to-exceed basis. You will only be charged for work actually performed up to the authorized maximum budget. Invoices are sent on a monthly basis for the services provided the preceding month. A statement of accrued and invoiced services to date will be provided with each billing. The standard billing rate schedule for LWA staff has been enclosed with this proposal.

I hope this proposal meets with your approval. If so, LWA will work with you to execute an agreement, or amend the existing agreement, to perform the proposed services. If you have any questions or require any changes to this proposal, please do not hesitate to contact me at (916) 827-1707.

Sincerely,



Scott L. Brown, PE  
Principal  
Larsen Wurzel & Associates

Encl: LWA Standard Billing Rate Schedule

**Larsen Wurzel & Associates, Inc.**  
**Hourly Rate Schedule**

Staff Position	2023*
Principal	\$260
Senior Consultant	\$271-319
Supervising Project Manager	\$260
Senior Project Manager	\$247
Associate Project Manager	\$236
Project Manager	\$225
Supervising Associate	\$239
Senior Associate II	\$228
Senior Associate I	\$217
Associate III	\$206
Associate II	\$195
Associate I	\$183
Senior Analyst	\$172
Analyst II	\$155
Analyst I	\$138
Supervising Engineer	\$240
Senior Engineer II	\$232
Senior Engineer I	\$225
Project Engineer	\$217
Associate Engineer	\$195
Assistant Engineer II	\$184
Assistant Engineer I	\$172
CAD Tech/GIS Specialist	\$150
Junior Engineer	\$140
Senior Project Coordinator	\$155
Project Coordinator	\$138
Project Assistant	\$132
Technical Editor	\$114
Clerical Staff	\$104
Intern	\$80

***\*Rates subject to adjustment on January 1st of each year.***

Automobile mileage is billed at the IRS federal reimbursement rate.

Professional services provided by others billed through LWA are billed at cost plus a service charge of 5%.

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700  
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: \_\_\_\_\_  
[Title]

Client Initials	Consultant Initials <b>TCT</b>
-----------------	-----------------------------------



**SHORT FORM OF AGREEMENT  
BETWEEN CLIENT AND CONSULTANT**

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Project No. **3093-2**

Agreement entered into at **WOODLAND, CALIFORNIA** on this date of **MAY 10, 2023**,  
by and between: \_\_\_\_\_

Client:	<b>RECLAMATION DISTRICT NO. 900</b>	Consultant:	<b>LAUGENOUR AND MEIKLE</b>
Name:	<b>BLAKE JOHNSON</b>	Name:	<b>TODD C. TOMMERAASON</b>
Address:	<b>P.O. BOX 673</b>	Address:	<b>608 COURT STREET</b>
City, St, Zip:	<b>WEST SACRAMENTO, CA 95691</b>	City, St, Zip:	<b>WOODLAND, CA 95695</b>
Phone:	<b>(916)371-1483</b>	Phone:	<b>(530)662-1755</b>
Mobile:	<b>(916)204-6869</b>	Mobile:	
Fax:		Fax:	<b>(530)662-4602</b>
Email:	<b>BJohnson@rd900.org</b>	Email:	<b>tct@lmce.net</b>
License No:		License No:	<b>P.E. 59277</b>

**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 AS SHOWN ON ATTACHED MAP) 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, 2023 AS POSSIBLE. CONSULTANT SUBMITTALS TO YOLO COUNTY SHALL BE DELIVERED NO LATER THAN AUGUST 10, 2023.**
- B. Consultant agrees to perform the following scope of services:
 

**RESEARCH YOLO COUNTY ASSESSOR'S RECORDS TO COMPLETE NECESSARY CHANGES FOR 2023/2024 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  
DISTRICT BOUNDARY MAP**

## 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~~

Client Initials	Consultant Initials TCT
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~~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 <b>TCT</b>
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(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: BLAKE JOHNSON Name: TODD C. TOMMERAASON

Title: \_\_\_\_\_ Title: PRINCIPAL, SENIOR CIVIL ENGINEER

Date Signed: \_\_\_\_\_ Date Signed: MAY 10, 2023

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

## LAUGENOUR AND MEIKLE

### RATE SCHEDULE

#### PERSONNEL CLASSIFICATION

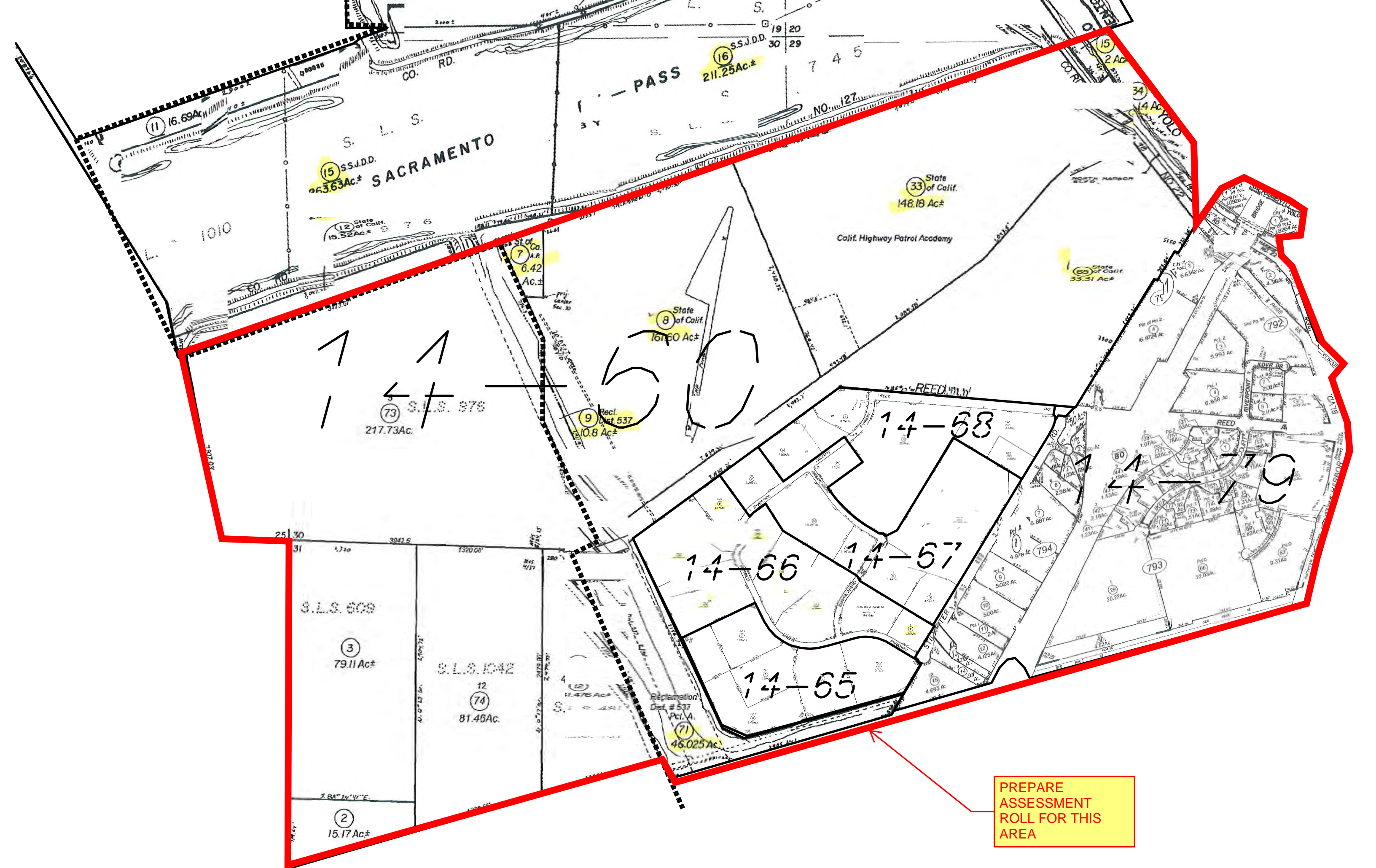
#### RATE PER HOUR

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%

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S. L. S. SACRAMENTO

PASS

SSJ.D.D. 16 211.25Ac±

State of Calif. 33 148.18 Ac±

Calif. Highway Patrol Academy

SSJ.D.D. 15 263.63Ac±

State of Calif. 12 15.52Ac±

St. of Ca. 7 6.42 Ac±

State of Calif. 8 161.60 Ac±

Recl. Dist 537 9 10.8 Ac±


S.L.S. 376 73 217.73Ac±

S.L.S. 609 3 79.11 Ac±

S.L.S. 1042 12 81.46Ac±

Reclamation Dist # 537 Pct. A 71 46.025Ac±

PREPARE ASSESSMENT ROLL FOR THIS AREA

<b>MEETING DATE:</b> May 17, 2023		<b>ITEM # 5</b>		
	<b>SUBJECT:</b>			
	<b>CONSIDERATION OF RESCISSION OF RESOLUTION 23-03-02 AND RELATED BOARD ACTION REGARDING INITIATIVE 21-0042A1</b>			
<b>INITIATED OR REQUESTED BY:</b>		<b>REPORT COORDINATED OR PREPARED BY:</b>		
<input checked="" type="checkbox"/> <b>Counsel</b> <input checked="" type="checkbox"/> <b>Staff</b> <input type="checkbox"/> <b>Other</b>		Blake Johnson, General Manager		
<b>ATTACHMENT</b> <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>Information</b> <input type="checkbox"/> <b>Direction</b> <input checked="" type="checkbox"/> <b>Action</b>				

**OBJECTIVE**

The objective of this report is to obtain the Reclamation District 900 (“District”) Board of Trustees (Board) approval to rescind Resolution 23-03-02 regarding Initiative 21-0042A1 (“Resolution”) and to rescind the action of the Board at its March meeting regarding the Resolution.

**RECOMMENDED ACTION**

Staff respectfully recommends that the Board rescind the Resolution, rescind the action taken at the March meeting of the Board concerning the Resolution, and thereby take no position with respect to Initiative 21-0042A1.

**BACKGROUND**

The District is a member of the California Special District Association (“Association”). The Association recommended that Special Districts (RD 900 is a Special District) oppose Initiative 21-0042A1. The Association provided a draft resolution that could be used by its members. This resolution was provided to the Board for approval at the March meeting of the Board.

**ANALYSIS**

The Resolution was added to the March agenda, just prior to posting of the agenda, in the form provided by the Association without legal review or other substantive edits by staff or counsel. It was not provided to District Counsel for review. After the March meeting of the Board, the Resolution was presented to District Counsel for approval. Upon review of the Resolution after the March meeting of the Board, staff and counsel suspended the approval process in order to bring the Resolution back to the Board for reconsideration. Accordingly, the Resolution was never executed by staff, counsel, or the President of the Board. District Counsel recommends that the Board take no position with respect to Initiative 21-0042A1 and that the action of the Board at its March meeting regarding the Resolution be rescinded in full and deemed to be of no force or effect.

Alternatives

Staff and Counsel recommend the Board approve rescission of the Resolution, the rescission of the action taken at the March meeting of the Board concerning the Resolution, and take no position with respect to the Resolution. Secondary alternative is to reject this rescission. This alternative is not recommended in light of the circumstances and on the recommendation of District Counsel.

Coordination and Review

This report was prepared in coordination with District Counsel.

Budget/Cost Impact

There is no cost to the District.



**RD 900 BOARD MEETING  
RECLAMATION DISTRICT 900  
March 15, 2023  
Minutes**

The Regular Board meeting was called to order at 5:32 PM by President Guerrero. Also in attendance at the meeting were: Trustees Early, Orozco, Sulpizio Hull and Alcala, General Manager Johnson, Interim Assistant General Manager Fabun, and District Counsel Nevis.

**GENERAL ADMINISTRATION – PART I**

Entry No. 1

Heard General Administration Functions as follows:

A. 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.  
No comments by the public.

B. Monthly/YTD Revenue and Expenses

GM Johnson commented that significant costs for the District's office repairs and needed equipment purchase would push the District "overbudget" for the 2022/23 fiscal year. Trustee Early asked about the office and the need for additional repairs. GM Johnson commented that the water still needs to be analyzed due to discoloration. Trustee Early recommended a Budget Subcommittee be established to review this year's budget and to prepare the budget for 23/24 fiscal year. President Guerrero, Trustee Early, GM Johnson, and Assistant GM Fabun will be on the Budget Subcommittee.

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

The agenda item passed 5-0, by roll call vote.

**CONSENT AGENDA – PART II**

Entry No. 2 - Consideration of Resolution 23-03-01 Cal-OES Designation of Applicant's Agent for non-state agencies

Entry No. 3 - Consideration of a Contract with Larsen Wurzel and Associates for FEMA/Cal-OES Disaster Financial Support

Entry No. 4 - Consideration Of Resolution 23-03-02, Opposition to Initiative 21-0042A1.

Entry No. 5 - Consideration of Approval of the February 16, 2023 Board Meeting Minutes. It was noted by Trustee Sulpizio Hull that Item No. 6 was removed from the Board Agenda (February 16, 2023).

Entry No. 6 - Consideration of Approval of the February 27, 2023, Special Board Meeting Minutes

Entry No. 7 - Consideration to Endorse the 805 Riverfront Street Riverwalk Landscape Improvement Project by the 801 Riverfront Property Owner, LLC for the Central Valley Flood Protection Board

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

The consent agenda passed 5-0, by roll call vote.

**REGULAR AGENDA – PART III**

Entry No. 8 – Consideration to advertise for an Assistant General Manager and Maintenance Worker. GM Johnson commented that historically the District had both a General Manager (GM) and an Assistant General Manager (AGM). The District’s recent audit identified a need for separation for financial security. Hiring an AGM would resolve this financial security comment, the AGM could approve invoices, the GM would sign the check for separation of duties. There is a considerable backlog of work that an AGM would be very beneficial to the District.

GM Johnson also commented that the District has a vacancy for a maintenance worker. This maintenance worker is necessary for our continued operations and maintenance of the District’s levees, interior drainage, pump stations, and vehicles.

Trustee Early asked if the current budget could support two near hires considering the previous comment that the District was overbudget. GM Johnson stated that the budget for FY 22/23 did include salaries for two new staff members.

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

The consent agenda passed 5-0, by roll call vote.

Entry No. 9 - General Manager Updates

Entry No. 10 - Trustee Comments

Entry No. 11 – Adjourn

The meeting adjourned at 6:00 PM.


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

The regular agenda passed 5-0, by roll call vote.



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Blake Johnson, General Manager/Secretary  
Reclamation District 900

<b>MEETING DATE:</b> May 17, 2023		<b>ITEM # 7</b>		
<b>SUBJECT:</b>				
		<b>2023-2024 DRAFT BUDGET</b>		
<b>INITIATED OR REQUESTED BY:</b>		<b>REPORT COORDINATED OR PREPARED BY:</b>		
<input type="checkbox"/> Counsel <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		Blake Johnson, General Manager		
<b>ATTACHMENT</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Information	<input type="checkbox"/> Direction	<input checked="" type="checkbox"/> Action

**OBJECTIVE**

The objective of this item is to present and conduct a workshop on the Reclamation District 900 (District) Operations & Maintenance Budgets and Capital Improvement Budget for Fiscal Year 2023/24.

**RECOMMENDED ACTION**

Staff respectfully recommends that the District Board of Trustees (Board) hear, discuss, and provide feedback on the draft Fiscal Year 2023/24 Operations & Maintenance Budgets and Capital Improvement 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. Requested appropriations in the Capital Improvement Budget provide funding for continued work on the District’s active projects.

This workshop provides information to the Board about the District’s budgeted activities for the current fiscal year and proposes funding requests for the next fiscal year.

**ANALYSIS**

Prior to the 2022-2023 budget, the District budgeted for three separate funds: 900 Drainage O&M, 537 Drainage O&M, and Levee O&M. For the 2022-2023 budget, these three funds were combined. The 2023-2024 budget is also combined.

Revenue is expected to decrease slightly due to DWR’s Flood Maintenance Assistance Program (FMAP) decrease and the removal of the Miscellaneous and Unrealized Gains Investments from the budget (more conservative). It is anticipated that a 2% increase will be recommended for the annual drainage assessment.

Expenses are also expected to increase as vacant positions are filled and for costs associated with the new corporation yard. Salaries in the proposed 2023 – 2024 budget year include a 5% cost of living adjustment and are budgeted at mid-range for all positions except the General Manager and Assistant General Manager, which are budgeted at top step. A total of 8 employees are budgeted for the 2023-2024 year. Electrical and fuel costs have gone up and have been increased for the 2023-2024 year.

**Capital Improvement Project (CIP) Budget**

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

The proposed 2023 - 2024 CIP Budget includes several items:

**1. Facilities**

- a. Office water line rehabilitation. A recent water sample indicated high levels of lead and iron coming out of the office kitchen sink.

- b. Roof repair over shop. The roof was repaired over the office during the winter of 2023. The roof over the garage started leaking during the last storm event (May 2023).
- c. Rebuild 3 pumps/motors. Historically, the District has sent in several pumps/motors for maintenance per year.
- e. Cleaning of culverts along main canal crossing Jefferson Blvd. Culverts have not been cleaned or inspected in over 5 years.
- f. Supervisory Controls and Data Acquisition (SCADA) for up to 3 pump stations. The Main Pump Station, MC-10 and SIP pump stations all pump storm water over the levees. SCADA will help control the pump stations remotely (cell phones, office computer); staff can turn pumps on/off, monitor for high water alarms, and maintenance concerns.

## **2. Large Equipment**

- a. Ford F150
- b. Ford F250

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

## **3. Professional Fees**

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

## **Salary Adjustments**

The Maintenance Worker positions are the “backbone” of the District’s maintenance operations, the high turnover rate (5 positions in 6 years) is causing significant impacts the overall maintenance operations. The district invests significant time and resources training individuals only for them to take that training and licenses/certificates to move on to positions with much higher salaries. Other LMA’s in the region also face these same issues. Management (including Board members) are recommending a COLA. The adjustments have not been formalized nor approved by the Board; a 5% COLA was included in the draft budget to show sufficient funds are available for salary adjustments. The Board would need to approve a COLA for staff.

## **Next Steps**

Upon receiving the Board’s direction on the proposed FY 2023 - 2024 O&M and CIP budgets, salary adjustments, staff will make the necessary changes to the proposed budget(s) and return to the June 2023 Board meeting for final approval.

## Alternatives

As this is a budget workshop, there are no alternatives. Board feedback received on this item will be incorporated into the proposed budget for adoption which will be brought to the Board in June.

## Coordination and Review

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

## Budget/Cost Impact

The 2023-2024 O&M budget recommendations as detailed in this report and attachments, excluding CIP allocations, represents a net increase in fund balance of \$162,273 over the 20202-2023 O&M budget. There is sufficient fund balances in all of the O&M budgets/funds to allocate the amounts requested to CIP.

## **ATTACHMENTS**

1. RD 900 Operation and Maintenance Draft Budget

Beginning Fund Balance		\$9,710,307		\$11,310,771		
O&M Budget Request						
	2022 - 2023 Budget	2022 - 2023 Projected	2022 - 2023 Differences	2022 - 2023 % Budget	2023 - 2024 Proposed Budget	
<b>Income</b>						
4000 RD 900 Assessments	\$2,504,894	\$2,515,496	\$10,602	100.4%	\$2,565,806	Drainage assessment from landowners (assumes 2% increase for 23/24)
RD 537	\$79,334	\$79,334	\$0	100.0%	\$80,921	Drainage assessment from landowners in the old RD537 area (assumes 2% increase for 23/24)
<b>Total 4000 RD 900 Assessments</b>	<b>\$2,584,228</b>	<b>\$2,594,830</b>	<b>\$10,602</b>	<b>100.4%</b>	<b>\$2,646,727</b>	
4010 WSAFCA	\$776,046	\$767,478	(\$8,568)	98.9%	\$782,060	Assessment from WSAFCA for levee maintenance
RD 537 WSAFCA	\$63,204	\$63,204	\$0	100.0%	\$64,405	
<b>Total 4010 WSAFCA</b>	<b>\$839,250</b>	<b>\$830,682</b>	<b>(\$8,568)</b>	<b>99.0%</b>	<b>\$846,465</b>	
4020 Interest Income	\$55,000	\$78,464	\$23,464	142.7%	\$55,000	Investment Interest earnings from Net Income balance
4100 Funding Agreements						
4110 WUSD Maint Fee	\$7,000	\$7,000	\$0	100.0%	\$7,000	Maintenance of school detention pond
4115 Developer Fee Storm drain					\$9,000	Maintenance of drainage facility encroached on by developer
4120 DWR						
RD 900	\$350,000	\$218,054	(\$131,946)	62.3%	\$185,000	FMAP Reimbursement (DWR) for maintenance
<b>Total 4120 DWR</b>	<b>\$350,000</b>	<b>\$218,054</b>	<b>(\$131,946)</b>	<b>62.3%</b>	<b>\$185,000</b>	
4130 FEMA		\$17,878	\$17,878	66.1%	\$100,000	FEMA Reimbursement for Grant (Blacker Canal)
<b>Total 4100 Funding Agreements</b>	<b>\$357,000</b>	<b>\$235,932</b>	<b>(\$121,068)</b>		<b>\$185,000</b>	
4111 RD 811 Power Reimburse	\$3,950	\$3,120	(\$830)	79.0%	\$8,000	funds from city for old RD811 area. 51% reimbursement of PGE pumping costs
4200 Miscellaneous	\$2,500	(\$570)	(\$3,070)	-22.8%	\$0	Misc. refund, credit
4300 Retiree Healthcare	\$5,500	\$6,377	\$877	115.9%	\$6,500	Retiree fees due to the District
4400 Unrealized Gains Investmnts	\$20,000	\$0	(\$20,000)	0.0%	\$0	Investment gains or losses that have not been realized/sold. Not part of the O&M
<b>Total Income</b>	<b>\$3,867,428</b>	<b>\$3,748,834</b>	<b>(\$118,594)</b>	<b>96.9%</b>	<b>\$3,763,692</b>	
<b>Expenses</b>						
<b>5000 Administrative</b>						
5010 Permits & Fees	\$41,600	\$29,374	(\$12,226)	70.6%	\$35,000	Air Quality, Water Quality, Environment Health, admin costs for medical/dental, DMV
5011 Assessments Paid	\$9,500	\$9,882	\$382	104.0%	\$10,000	Property Flood Assessment fees
5020 Memberships	\$9,800	\$12,965	\$3,165	132.3%	\$13,000	CA Special Dist. Assoc, West Sac. Chamber of Commerce, Calif. Assoc of Mutual Water Companies, PAPA (training)
5030 Liability/Auto Insurance	\$67,425	\$73,334	\$5,909	108.8%	\$95,000	Insurance increase about 30% for 23/24 (equip. lose/industry increase)
<b>5040 Professional Fees</b>						
5041 Legal	\$32,000	\$38,527	\$6,527	120.4%	\$40,000	Legal Counsel for District
5042 Assessments	\$18,000	\$18,788	\$788	104.4%	\$25,000	Consultant fees for drainage assessment
5043 Accounting & Payroll	\$42,000	\$43,500	\$1,500	103.6%	\$45,000	Accounting/Audit consultants
5044 City Shared Service	\$15,000	\$7,487	(\$7,513)	49.9%	\$10,000	City staff supporting District
5045 Document Management	\$15,000	\$0	(\$15,000)	0.0%	\$15,000	Digitizing files of District Documents
<b>5050 Office</b>						
5052 Utilities	\$10,000	\$13,067	\$3,067	130.7%	\$15,000	PG&E electric and gas (Drever St, first full year in building)
5053 Janitorial/Clean Supplies	\$3,600	\$3,740	\$140	103.9%	\$4,000	Janitorial service
5054 Supplies & Software	\$6,000	\$15,159	\$9,159	252.7%	\$10,000	Software, paper, office supplies
5055 Office Equipment	\$10,000	\$3,616	(\$6,384)	36.2%	\$5,000	Computers/monitors/printers for vacant positions
5056 Furnishing	\$20,000	\$6,548	(\$13,452)	32.7%	\$10,000	furnishing for office/replacement furnishings for new hire
5057 Other	\$4,000	\$3,970	(\$30)	99.2%	\$4,000	Misc. office expense
<b>5200 Labor &amp; Related</b>						
5210 Compensation		(\$18,567)	(\$18,567)			
5211 Administrative Salary	\$314,568	\$213,233	(\$101,335)	67.8%	\$330,296	Incl. GM, AGM, Secretary + 5% COLA (Not officially approved by Board)
5212 Field Salaries	\$366,996	\$277,184	(\$89,812)	75.5%	\$385,346	Incl. Superintendent, Foreman, 3 staff + 5% COLA (Not officially approved by Board)
5213 OT/ EMERGENCIES	\$8,000	\$0	(\$8,000)	0.0%	\$8,000	Overtime for emergency needs
5214 Payroll Taxes	\$54,060	\$36,633	(\$17,427)	67.8%	\$57,251	payroll taxes for 8 employees
<b>5220 Benefits</b>						
5221 Medical Insurance	\$125,736	\$109,844	(\$15,892)	87.4%	\$130,000	Medical costs for 8 staff members
5222 Dental Insurance	\$3,744	\$3,830	\$86	102.3%	\$6,000	Dental costs for staff 8 staff members
5223 Retiree Medical	\$29,952	\$27,927	(\$2,025)	93.2%	\$32,500	District pays medical for retirees
5224 Retirement	\$97,240	\$63,254	(\$33,986)	65.0%	\$100,000	District pays into retirement for current and future employees
<b>5260 Workers Comp</b>						
5270 Uniforms	\$5,400	\$4,761	(\$639)	88.2%	\$6,000	Maintenance staff clothing/cleaning
5280 Training & Licensing	\$6,000	\$530	(\$5,470)	8.8%	\$5,000	Necessary training for staff
<b>5400 Operations &amp; Maintenance</b>						
5410 Facilities						
5411 Power	\$120,000	\$206,119	\$86,119	171.8%	\$200,000	PG&E for pumpstations

5412 Fuel	\$10,000	\$9,852	(\$148)	98.5%	\$10,000	Fuel for pumps/generators
5413 Supplies/Materials	\$16,000	\$18,687	\$2,687	116.8%	\$20,000	Supplies for garage at main office and pump stations
5414 Repairs	\$15,000	\$788	(\$14,212)	5.3%	\$15,000	Repairs at pump stations
5415 Equipment & Tools	\$20,000	\$2,783	(\$17,217)	13.9%	\$20,000	Equipment for shops (main office)
5420 Herbicide	\$65,000	\$52,660	(\$12,340)	81.0%	\$55,000	
5430 Field Services	\$60,000	\$714	(\$59,286)	1.2%	\$60,000	Contractor support for operation and maintenance (tree removal, rodent management)
5440 Debris & Trash Disposal	\$15,000	\$7,809	(\$7,191)	52.1%	\$15,000	Republic Disposal Service
5450 Prof. Fees-Maint.						
5451 Pesticide	\$17,500	\$13,344	(\$4,156)	76.3%	\$15,000	Pest control
5452 Engineering	\$19,000	\$11,780	(\$7,220)	62.0%	\$19,000	District Engineer
5453 Other	\$3,000	\$93	(\$2,907)	3.1%	\$3,000	Misc. services not covered elsewhere
5460 Equipment						
5461 Fuel	\$40,000	\$35,094	(\$4,906)	87.7%	\$50,000	fuel for vehicles (assumes 2 additional new vehicles)
5462 Repair/Service	\$42,500	\$14,731	(\$27,769)	34.7%	\$42,500	vehicle repairs/service
5463 Parts/Supplies	\$32,500	\$12,455	(\$20,045)	38.3%	\$32,500	vehicle parts
5464 Rentals	\$16,000	\$4,161	(\$11,839)	26.0%	\$16,000	rental equipment/vehicles
<b>Total O&amp;M Expenses</b>	<b>\$1,838,321</b>	<b>\$1,408,900</b>	<b>(\$429,421)</b>	<b>76.6%</b>	<b>\$2,000,594</b>	
<b>O&amp;M Surplus/Deficit</b>	<b>\$2,029,107</b>	<b>\$2,339,935</b>	<b>(\$310,828)</b>		<b>\$1,763,098</b>	
6000 Repair Replacmnts & Rehab		\$58,362	\$58,362		\$250,000	Water line rehab, roof repair over shop
6010 Capital - Facilities		\$215,214	\$215,214		\$450,000	Rebuild 3 pumps/motors; clean culverts along main canal crossing Jefferson Blvd; SCADA on Main Pump, MC10, SIP
6020 Capital - Large Equipment		\$403,313	\$403,313		\$150,000	1- Ford F150, 1-Ford F250
6030 Professional Fees		\$62,582	\$62,582		\$150,000	Engineer & Env services, FEMA non-reimburse
<b>Total 6000 Repair Repl &amp; Rehab</b>		<b>\$739,470</b>	<b>\$739,470</b>		<b>\$1,000,000</b>	
<b>Total O&amp;M and Capital Expenses</b>	<b>\$1,838,321</b>	<b>\$2,148,370</b>	<b>(\$310,049)</b>	<b>116.9%</b>	<b>\$3,000,594</b>	
<b>Net Total</b>	<b>\$2,029,107</b>	<b>\$1,600,464</b>	<b>\$428,643</b>		<b>\$763,098</b>	
<b>FUND BALANCE</b>	<b>\$9,710,307</b>	<b>\$11,310,771</b>			<b>\$12,073,870</b>	
	as of June 30, 2022					



# General Manager Update

May 17, 2023

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## ADMINISTRATION/FINANCE

The District's Employee Handbook was last edited in 2017. Counsel and Staff working on updates.

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## OPERATION AND MAINTENANCE

### LEVEE/DRAINAGE/PUMP MAINTENANCE

Mowing begin in late April. Rain and wet ground prohibited starting earlier.

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## PROJECTS

### Blacker Canal Bank Stabilization Project

The District's environmental consultant (Marcus Bole & Assoc./ECORP) submitted the California Department of Fish and Wildlife (DFW) for 1602 permit. DFW deemed the first submittal as "incomplete". DFW does not like the design of gabion walls and would prefer a more natural channel. Staff and consultants met with DFW to explain that this is a man-made storm drain channel and the project is to restore District access and protect property of landowners. Documents have been re-submitted.

Our consultant also submitted the Regional Water Quality Control Board 401 Water Quality Certification. Fees: \$2,734 for application, \$32,597 for Dredge and Fill. Application has been approved.

Design documents are at 90% design level. Staff has directed consultant (MHM) to complete design and prepare for advertisement.

District is still targeting 2023 construction but may have to construct in 2024.

### RD900 OFFICE, 889 DREVER ST.

#### WATER LINES

The office water turns yellow/brown after a few gallons. More than likely from the old, galvanized pipes, they tend to rust/corrode.

Water has been tested, lab results came back with excessive lead and iron.

Next steps will include working with City to identify source of lead and iron.

#### ROOF

The earthquake the hit Thursday May 11, 2023 rattled the roof. Will bring in a roof inspector to make sure no damage.

#### OFFICE LANDSCAPING

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

#### OFFICE SIGNAGE

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

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## PERIODIC LEVEE INSPECTIONS

### DWR/USACE

NA

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## EMERGENCY PREPAREDNESS

**FEMA/Cal-OES**

Staff met with FEMA and Cal-OES in person to start the clock on the District's claim. The District has submitted damages to the main canal, the two slip outs on the Deep Water Shipping Channel levee, three erosion sites along the Sacramento River levee near the City's water treatment plant, and the extra fuel and energy costs to run our pumps and generators. FEMA will cover costs of debris clean up from Dec. 27, 2022 through Jan. 31, 2023.

**COORDINATION WITH OTHER PROJECTS**

**DWR**

NA

**COORDINATION WITH OTHER AGENCIES**

**WEST SACRAMENTO AREA FLOOD CONTROL AGENCY**

**FUTURE**

June 21, 2023 – RD 900 Board Meeting, 5:30 pm  
June 22, 2023 – WSAFCA Board Meeting 9:30 am