

**AGENDA
SPECIAL BOARD MEETING OF RECLAMATION DISTRICT 900**

JUNE 26, 2024

Martha Guerrero, President

Norma Alcala, Trustee
Quirina Orozco, Trustee

Verna Sulpizio Hull, Trustee
Dawnte Early, Trustee

Blake Johnson, General Manager/Secretary
Erin McGillian, Assistant General Manager
Ralph Nevis (Tracy Hunckler), 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 ADOPTION OF RESOLUTIONS 2024-06-01 AND 2024-06-02 DETERMINING RD 900 DRAINAGE ASSESSMENTS AND ASSESSMENT COLLECTION THROUGH YOLO COUNTY SECURED TAX ROLL FOR FISCAL YEAR 2024-25.

Comment: This item seeks Board adoption of Resolution 2024-06-01, approving an assessment rate of \$419.91 which represents a 1.84% increase in assessment for tax Fiscal Year 2024-25 and adoption of Resolution 2024-06-02, authorizing Yolo County to place special assessments on the secured tax roll in the same manner as the ordinary ad valorem property taxes.

- 3. CONSIDERATION OF RESOLUTIONS 2024-06-03 AND 2024-06-04 DETERMINING THE 537 AREA DRAINAGE ASSESSMENTS AND ASSESSMENT COLLECTION THROUGH THE YOLO COUNTY SECURED TAX ROLL FOR FISCAL YEAR 2024-25.

Comment: This item seeks Board adoption of Resolution 2024-06-03, approving an assessment rate of \$0.20/\$100 of assessed value for the area formerly RD 537 and now a part of RD 900 for tax Fiscal Year 2024-25 and adoption of Resolution 2024-06-04, authorizing Yolo County to place special assessments on the secured tax roll in the same manner as the ordinary ad valorem property taxes.

- 4. CONSIDERATION TO ENDORSE THE CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMIT FOR PG&E'S SACRAMENTO RIVER CROSSINGS REPLACEMENT PROJECT.

COMMENT: This item seeks Board approval to endorse PG&E's Sacramento River Crossings Replacement Project. This project is adjacent to the Sacramento River and within the jurisdiction of the Central Valley Flood Protection Board (CVFPB). As part of the CVFPB's permit process, an endorsement from the local maintaining agency (RD 900) is requested.

- 5. CONSIDERATION OF ENCROACHMENT PERMIT FOR PDF DEVELOPMENT V, LLC.

Comment: This item seeks Board approval for this encroachment permit from PDF Development V, LLC. for the installation of a storm drain pipe to RD 900's Lake Washington waterway.

6. CONSIDERATION TO ENTER INTO A LOCAL COOPERATION AGREEMENT WITH THE CENTRAL VALLEY FLOOD PROTECTION BOARD FOR PL84-99 REHABILITATION ASSISTANCE PROGRAM WORK

Comment: This item seeks approval to enter into a Local Cooperation Agreement between the Central Valley Flood Protection Board and Reclamation District 900 for PL84-99 Rehabilitation Assistance Program Work for the repair of the Deep Water Ship Channel landside levee damaged in January 2023.

7. CONSIDERATION OF ADOPTION OF RECLAMATION DISTRICT 900'S WORKFORCE VIOLENCE PREVENTION PLAN

Comment: This item seeks Board approval to adopt a Workforce Violence Prevention Plan.

8. CONSIDERATION OF APPROVAL OF THE MAY 15, 2024 SPECIAL BOARD MEETING MINUTES

REGULAR AGENDA – PART III

9. 2024/25 BUDGET AND SALARIES

Comment: This item seeks approval from the Board for the 2024/25 Budget and salary adjustments.

10. GENERAL MANAGER UPDATES

11. TRUSTEE COMMENTS

12. ADJOURN

I, Blake Johnson, General Manager/Secretary, declare under penalty of perjury that the foregoing agenda for the June 26, 2024 meeting of Reclamation District 900 was posted on June 21, 2024, at the rear entrance of the City of West Sacramento City Hall, 1110 West Capitol Avenue, West Sacramento, CA and at the office of Reclamation District 900, 889 Drever Street, West Sacramento, CA, and was available for public review.




Blake Johnson, General Manager/Secretary
Reclamation District 900

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

Reclamation District 900
July '23 - March '24 Financials

	Current FY as of June 1, 2024	June '24	Total
Revenue			
4000 Assessments	2,656,906	-	2,656,906
4010 WSAFCA	846,465	-	846,465
4020 Interest Income	261,000	-	261,000
4100 Funding Agreements	120,769	-	120,769
4111 RD 811 Power Reimbursement	15,989	-	15,989
4200 Miscellaneous	164	-	164
4300 Retiree Healthcare	4,252	-	4,252
Total Revenue	3,905,545	-	3,905,545
Expenditures			
5000 Administrative	277,867	25,000	302,867
5200 Labor & Related	849,988	85,000	934,988
5400 Operations & Maintenance	388,168	55,135	443,303
6000 Capital Improvement Projects	665,848	10,000	675,848
Total Expenditures	2,181,871	175,135	2,357,006
Change in Fund Balances	1,723,674		1,548,539

For Management Use Only

MEETING DATE: June 26, 2024		ITEM # 2	
 SUBJECT: CONSIDERATION OF RESOLUTIONS 2024-06-01 AND 2024-06-02 DETERMINING RD 900 DRAINAGE ASSESSMENTS AND ASSESSMENT COLLECTION THROUGH THE YOLO COUNTY SECURED TAX ROLL FOR FISCAL YEAR 2024-25			
INITIATED OR REQUESTED BY: <input type="checkbox"/> Counsel <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		REPORT COORDINATED OR PREPARED BY: Blake Johnson, General Manager	
ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action	

OBJECTIVE

The objective of this report is to present sufficient information to the Reclamation District 900 (RD 900) Board of Trustees (Board) to adopt Resolution 2024-06-01, setting the annual assessment rate of \$419.91 per equivalent benefit unit, which represents a 1.84% increase to drainage assessments on property for Fiscal Year 2024-25; and, to adopt Resolution 2024-06-02, authorizing collection of assessments through the secured tax roll in the same manner as the ordinary ad valorem property taxes.

RECOMMENDED ACTION

Staff respectfully recommends that the RD 900 Board:

- 1) Adopt Resolution 2024-06-01, approving a 1.84% increase in assessment for tax Fiscal Year 2024-25 which sets the annual assessment rate at \$427.64 per equivalent benefit unit; and
- 2) Adopt Resolution 2024-06-02, authorizing Yolo County to place special assessments on the secured tax roll and collect such assessments in the same manner as the ordinary ad valorem property taxes.

BACKGROUND

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

The RD 900 Board has authority to increase the special benefit assessment rate based on the calculated Construction Cost Index (CCI) for the preceding year to reflect projected cost inflation, but no more than two and one quarter percent (2.25%) annually. On August 2, 2023, RD 900 Board members adopted Resolution 23-08-02, approving the last increase in assessment by 2.18% for the 2023-24 tax roll. The action being requested will authorize a 1.84% increase for the next tax year, 2024-25, which will establish a rate of \$427.64 per equivalent benefit unit, as defined in the final Engineer’s Report.

ANALYSIS

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

As costs increase it is necessary to keep up with the escalation of such needs to ensure the financial stability of the District. Such costs range from procurement of materials and labor for vegetation management and tree trimming, to operation and maintenance of pump stations. It has been established by the District’s consultant that the annual CCI (May 2023 to May 2024) calculated in accordance with the standards established in the Engineer’s Report is 1.84 percent, which is 0.41 percent below the maximum authorized annual increase.

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

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

Alternatives

Staff recommends that the RD 900 Board adopt Resolution 2024-06-01, approving a 1.84% increase in assessment for tax roll year 2024-25, and Resolution 2024-06-02, authorizing Yolo County to place special assessments on the secured tax roll and collect such assessments in the same manner as the ordinary ad valorem property taxes. Alternatively, the Board may choose to approve levying of the special assessment with less than the 1.84% or no annual assessment rate adjustment. However, these actions could have eventual financial impacts to the District and to its mission of flood risk reduction.

Coordination and Review

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

Budget/Cost Impact

If Resolution 2024-06-02 is approved, the 1.84% increase will result in additional drainage assessment revenue of approximately \$48,160.44 on the 2024-25 secured tax roll and a total assessment revenue of approximately \$2,665,575.70.

Attachments

- 1) Resolution 2024-06-01
- 2) Resolution 2024-06-02
- 3) Certification of Assessment – RD 900 Drainage
- 4) 2024/2025 Assessment Escalation Evaluation

RESOLUTION NO. 2024-06-01

**A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT 900
DETERMINING DRAINAGE ASSESSMENTS FOR FISCAL YEAR 2024-25**

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

WHEREAS, the drainage assessments for Fiscal Year 2024-25 are prepared pursuant to the administrative procedures adopted by the District on June 9, 2016; and

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

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

WHEREAS, the 20-City Average CCI has been calculated to be 1.84% for the preceding year.

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

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

1. **Recitals.** The above recitals are true and correct.
2. **Determination of Escalation Factor.** The Board hereby determines that the escalation factor for the assessments in Fiscal Year 2024-25 shall be 1.84%.
3. **Assessment Rate.** The Board hereby determines that the annual assessment rate is to be set at \$427.64 per equivalent benefit unit.
4. **Directive to Prepare and File Assessment Roll for Fiscal Year 2024-25.** The Board hereby directs the District staff to prepare the assessment roll for Fiscal Year 2024-25, calculating assessments to reflect changes in development status and the annual escalation factor. The Board hereby determines and levies the assessments as so calculated. The Board hereby further directs the District Manager to submit the assessment roll to the Yolo County Auditor-Controller in sufficient time for entry onto the County Assessment Roll for 2024-25.
5. **Entry on County Assessment Roll.** The Yolo County Auditor-Controller is hereby requested to enter on the County Assessment Roll opposite each lot or parcel of land the amount assessed thereupon, as shown on the assessment roll filed by the District Manager.
 - A. The Board agrees, upon reasonable written notice by Yolo County of any claim or challenge, to defend with counsel of its choice, indemnify and hold harmless Yolo County, its Board of Supervisors, officers, officials, agents, and employees (collectively "the County") against the payment of any liabilities, losses, costs, and expenses, including attorneys' fees and court costs, not due to the County's own active negligence or willful misconduct, which the County may incur in the exercise and performance of its powers and duties in placing these assessments onto the County roll and tax bills for the District.

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

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

PASSED AND ADOPTED by the Board of Trustees of Reclamation District 900 this 26th day of June 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Martha Guerrero, RD 900 President

ATTEST:

Blake Johnson, RD 900 General Manager

APPROVED AS TO FORM:

Ralph R. Nevis, RD 900 Attorney

RESOLUTION NO. 2024-06-02

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

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

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

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

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

Resolution 2024-06-02
Reclamation District 900 Drain Assessment Collection
June 26, 2024

PASSED AND ADOPTED by the Board of Trustees of Reclamation District 900 this 26th day of June 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Martha Guerrero, RD 900 President

ATTEST:

Blake Johnson, RD 900 General Manager

APPROVED AS TO FORM:

Ralph R. Nevis, RD 900 Attorney

CERTIFICATION OF ASSESSMENT

RECLAMATION DISTRICT NO. 900, hereby certifies that the special assessment to be placed on the 2024-2025 Yolo County Secured Property Tax bill by RECLAMATION DISTRICT 900 for INTERNAL DRAINAGE OPERATION AND MAINTENANCE is in compliance with all requirements of state law, including but not limited to the requirements of Proposition 218 that added Articles XIIC and XIID to the State Constitution.

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

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

	Blake Johnson	June 26, 2024
Authorized Signature	Print Name	Date

Date of original resolution:	<u>June 26, 2024</u>
Copy of resolution on file at the Auditor's office.	<u>YES</u>
Phone number to be included on Tax Bill:	<u>(916) 971-1483</u>
Email address to be included on Website:	<u>admin@rd900.org</u>

RECLAMATION DISTRICT NO. 900
Agency

**Reclamation District 900
Internal Drainage O&M Assessment
Fiscal Year 2024/2025 Assessment Escalation Evaluation**

FY 2023/2024 TBU Rate \$419.91

FY 2023/2024 Assessment Revenue \$2,617,415.26

Escalation Factor [1] 1.84%

Escalation Rate Cap 2.25%


FY 2024/2025 Maximum TBU Rate [2] \$427.64

FY 2024/2025 Maximum Assessment Revenue [3] \$2,665,575.70

[1] Based on the average of the May 2023 ENR 20-City CCI (13288.27) compared to the May 2024 ENR 20-City CCI (13532.44) report rounded to two significant digits.

[2] Rounded to two significant digits.

[3] Based on FY 2023/2024 parcel data. Assessment revenues may increase or decrease based on parcel data updates.

MEETING DATE: June 26, 2024		ITEM # 3	
 SUBJECT: CONSIDERATION OF RESOLUTIONS 2024-06-03 AND 2024-06-04 DETERMINING THE 537 AREA ASSESSMENTS AND ASSESSMENT COLLECTION THROUGH THE YOLO COUNTY SECURED TAX ROLL FOR FISCAL YEAR 2024-25			
INITIATED OR REQUESTED BY:		REPORT COORDINATED OR PREPARED BY:	
<input type="checkbox"/> Counsel <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		Blake Johnson, General Manager	
ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Information	<input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action

OBJECTIVE

The objective of this report is to present sufficient information to the Reclamation District 900 (RD 900) Board of Trustees (Board) to adopt Resolution 2024-06-03, setting the annual assessment rate of \$0.20/\$100 of assessed value, which represents no increase to the assessments on property for the North Drainage Area, which was formerly a part of RD 537 and; to adopt Resolution 2024-06-04, authorizing collection of assessments through the secured tax roll in the same manner as the ordinary ad valorem property taxes as well as the certification of the assessment.

RECOMMENDED ACTION

Staff respectfully recommends that the RD 900 Board:

- 1) Adopt Resolution 2024-06-03, approving the annual assessment rate of \$0.20/\$100 of assessed value; and
- 2) Adopt Resolution 2024-06-04, authorizing Yolo County to place special assessments on the secured tax roll and collect such assessments in the same manner as the ordinary ad valorem property taxes.

BACKGROUND

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

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

ANALYSIS

The Final Engineers Report dated June 20, 1997, established an assessment rate to be levied of seventy-one point six cents per one-hundred dollars (\$0.716/\$100) of assessed value as calculated in the report. Since that time the rate has fluctuated based on the budget and needs of the governing district with the last rate set by the RD 537 Board for fiscal year 2020-21 of \$0.20/\$100 of assessed value. Since the LAFCo-authorized transfer or responsibilities, operation and maintenance expenditures for the 537 area have been adequately met with the revenue generated. Accordingly, the RD 900 Board adopted the \$0.20/\$100 of assessed values in fiscal year 2022-23. Staff recommends the same rate be adopted for the 2024-25 fiscal year.

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

rolls.

Alternatives

Staff recommends that the RD 900 Board adopt Resolution 2024-06-03, approving the annual assessment rate of \$0.20/\$100 of assessed value for fiscal year 2024-25, and Resolution 2024-06-04, authorizing Yolo County to place special assessments on the secured tax roll and collect such assessments in the same manner as the ordinary ad valorem property taxes. Alternatively, the Board may choose not to approve the rate, or to approve a rate less than amount being recommended.

Coordination and Review

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

Budget/Cost Impact

If Resolution 2024-06-03 is approved, revenue for the 2024-25 secured tax roll will be approximately \$79,334.

Attachments

- 1) Resolution 2024-06-03
- 2) Resolution 2024-06-04
- 3) Certification of Assessment – 537 Area

RESOLUTION NO. 2024-06-03

**A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT 900
DETERMINING ASSESSMENTS FOR FISCAL YEAR 2024-25 FOR THE FORMER
RD 537 MAINTENANCE AREA**

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

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

WHEREAS, the flood assessments for Fiscal Year 2024-25 are prepared pursuant to the administrative procedures adopted by RD 537 on August 8, 1997; and

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

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

1. **Recitals.** The above recitals are true and correct.
2. **Determination of Escalation Factor.** The RD 900 Board hereby determines that there will be no escalation factor for the assessments in Fiscal Year 2024-25.
3. **Assessment Rate.** The RD 900 Board hereby determines that the annual assessment rate is to be set at \$0.20/\$100 of assessed value.
4. **Directive to Prepare and File Assessment Roll for Fiscal Year 2024-25.** The RD 900 Board hereby directs the District staff to prepare the assessment roll for Fiscal Year 2024-25, calculating assessments to reflect changes in development status and the annual escalation factor; hereby determines and levies the assessments as so calculated; and further directs the District Treasurer to submit the assessment roll to the Yolo County Auditor-Controller in sufficient time for entry onto the County Assessment Roll for 2024-25
5. **Entry on County Assessment Roll.** The Yolo County Auditor-Controller is hereby requested to enter on the County Assessment Roll opposite each lot or parcel of land the amount assessed thereupon, as shown on the assessment roll filed by the Agency Treasurer.
 - A. The RD 900 Board agrees, upon reasonable written notice by Yolo County of any claim or challenge, to defend with counsel of its choice, indemnify and hold harmless Yolo County, its Board of Supervisors, officers, officials, agents, and employees (collectively "the County") against the payment of any liabilities, losses, costs, and expenses, including attorneys' fees and court costs, not due to the County's own active negligence or willful misconduct, which the County may incur in the exercise and performance of its powers and duties in placing these assessments onto the County roll and tax bills for the District.
 - B. The RD 900 Board agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges, as provided by the Government Code sections 29304 and 51800.
 - C. The RD 900 Board warrants and represents that the taxes, assessments, fees and/or charges imposed by the District and being requested to be collected by Yolo County comply with all requirements of state law, including but not limited to Articles

XIIIC and XIID of the California Constitution (Proposition 218).

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

PASSED AND ADOPTED by the Board of Trustees of Reclamation District 900 this 26th day of June 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Martha Guerrero, RD 900 President

ATTEST:

Blake Johnson, RD 900 General Manager

APPROVED AS TO FORM:

Ralph R. Nevis, RD 900 Attorney

RESOLUTION NO. 2024-06-04

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

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

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

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

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

Resolution 2024-06-04
Reclamation District 900, 537 Area Assess Submission
June 26, 2024

PASSED AND ADOPTED by the Board of Trustees of Reclamation District 900 this 26th day of June 2024, by the following vote:

AYES:
NOES
ABSTAIN
ABSENT:

Martha Guerrero, RD 900 President

ATTEST:

Blake Johnson, RD 900 General Manager

APPROVED AS TO FORM:

Ralph R. Nevis, RD 900 Attorney

CERTIFICATION OF ASSESSMENT

RECLAMATION DISTRICT NO. 900, hereby certifies that the special assessment to be placed on the 2024-2025 Yolo County Secured Property Tax bill by RECLAMATION DISTRICT 900 for INTERNAL DRAINAGE OPERATION AND MAINTENANCE for the North Drainage Area (area formerly a part of RD 537) is in compliance with all requirements of state law, including but not limited to the requirements of Proposition 218 that added Articles XIII C and XIII D to the State Constitution.


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

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

	Blake Johnson	June 26, 2024
Authorized Signature	Print Name	Date

Date of original resolution:	<u>June 26, 2024</u>
Copy of resolution on file at the Auditor’s office.	<u>YES</u>
Phone number to be included on Tax Bill:	<u>(916) 371-1483</u>
Email address to be included on Website:	<u>admin@rd900.org</u>

RECLAMATION DISTRICT NO. 900
Assessment District

MEETING DATE: June 26, 2024		ITEM # 4	
	SUBJECT: CONSIDERATION TO ENDORSE THE CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMIT FOR PG&E'S SACRAMENTO RIVER CROSSINGS REPLACEMENT PROJECT		
INITIATED OR REQUESTED BY: <input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		REPORT COORDINATED OR PREPARED BY: Blake Johnson, General Manager	
ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action			

OBJECTIVE

The objective of this report is to obtain the Reclamation District 900 (District) Board of Trustees (Board) approval to endorse the Central Valley Flood Projection Board (CVFPB) encroachment permit for PG&E's Sacramento River Crossings Replacement Project.

RECOMMENDED ACTION

Staff respectfully recommends that the Board endorse PG&E's encroachment permit for the CVFPB.

BACKGROUND

PG&E has two existing gas pipeline crossings under the Sacramento River just south of the US Route 50 Pioneer Memorial Bridge. These two pipelines will be decommissioned, some portions of the pipe will be removed, other portions will be cleaned and backfilled with concrete and left in place. Two new 16-inch gas pipelines will then be constructed in the general location.

ANALYSIS

RD 900 has jurisdiction over the operations and maintenance corridor along the Sacramento River in this location. This project does not interfere with the District's operations and maintenance. PG&E will be responsible for all necessary permits through the State and Federal Government.

Alternatives

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

Secondary alternative is to reject this endorsement. This alternative is not recommended. This would require the PG&E to re-evaluate their pipeline crossing locations.

Coordination and Review

This report was prepared in coordination with District counsel.

Budget/Cost Impact

There is no cost to the District.

ATTACHMENT

- Application CVFPB Encroachment Permit (Form 3615)
- Site Plans

APPLICATION FOR A CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMIT

Application No. (For Office Use Only)

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

The L-172A Sacramento River Crossing Replacement consists of replacing two 12-inch diameter natural gas transmission pipelines which cross the Sacramento River near the City of Sacramento with a new 16-inch diameter pipeline crossing using horizontal directional drilling (HDD) method. The existing pipelines will be decommissioned once the new pipeline crossing is installed.

2. Project

Location: Sacramento, County County, in Section N/A
Township: 8 North (N) (S), Range: 4 East (E) (W), M. D. B. & M.
Latitude: 38.3414 N Longitude: 121.31 W
Stream: Sacramento River, Levee: Federal Levee Designated Floodway: FEMA Zone X
APN: See Below

3. Christoffer Ellis, Pacific Gas & Electric (PG&E) of 5555 Florin Perkins Road
Name of Applicant / Land Owner Address

Sacramento CA 95826 (916) 995-5848
City State Zip Code Telephone Number
christoffer.ellis@pge.com
E-mail

4. Name of Applicant's Representative of Company

City State Zip Code Telephone Number
E-mail

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

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

- 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
See Attachment 2		

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:


California State Lands Commission, 100 Howe Avenue, Suite 100 South, Sacramento, CA 95825

SCH No. _____

8. When is the project scheduled for construction? April 15 - November 1, 2026 (decommissioning may occur in 2027)

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.

	3/15/24
_____ Signature of Applicant	_____ Date

Date

Include any additional information:



L-172A & L-116 Sacramento River Crossing Replacement Project


Figure 2
Existing Facilities Site Map



Figure 4 – Aerial View of East Side Work Area and Approximate Bore Paths



Figure 5 – Aerial View of West Side Work Area and Approximate Bore Paths

MEETING DATE: June 26, 2024		ITEM # 5	
	SUBJECT:		
CONSIDERATION OF ENCROACHMENT PERMIT – PDF DEVELOPMENT V, LLC.			
INITIATED OR REQUESTED BY:		REPORT COORDINATED OR PREPARED BY:	
<input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff		Blake Johnson, General Manager	
<input type="checkbox"/> Other			
ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action			

OBJECTIVE

The objective of this report is to obtain Reclamation District 900 (District) Board of Trustees (Board) approval for an encroachment permit for PDF Development V, LLC.

RECOMMENDED ACTION

Staff respectfully recommends that the Board approve this encroachment permit.

BACKGROUND

PDF Development V, LLC is developing a vacant lot on Lake Rd. near Enterprise Blvd and Interstate 80. This lot drains towards Lake Washington’s waterway and is then discharged through RD 900’s Causeway Pump Station into the Tule Canal.

This projects consists of a new building with a storm drain pipe discharging into Lake Washington’s waterway.

The encroachment permit is the District’s standard form and provides protection to the District from liability and requires the permittee to have \$1 million insurance and is indemnifying the District against loss.

ANALYSIS

RD 900 staff has reviewed PDF Developments V’s plans for drainage. Discharging stormwater into RD 900’s drainage facility is the quickest and most practical method for draining this site.

Alternatives

Staff recommends the Board approve this encroachment permit to allow PDF Development V, LLC to install storm drain pipes into Lake Washington’s waterway.

Secondary alternative is to reject this encroachment. This alternative is not recommended. PDF Development V, LLC would need to redesign their project. Stormwater would still need to be discharged into Lake Washington’s waterway.

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 2024-03

APPLICATION

Name of Applicant: PDF Development V, LLC
Mailing Address: 9381 East Stockton Blvd. #214
Phone Number: Elk Grove, CA 95624 916 714 8012
Email: PAUL@PDF-USA.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)

A storm drain pipe will be installed at new development site. Stormwater will be discharged into RD 900's Lake Washington.

The easement referred to above is located as follows:

Nearest cross streets Enterprise Blvd and Lake Rd.

We anticipate the work to start on or about (date)

Respectfully submitted,

[Signature]

(address)

Date: 5-6-24

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

[Signature]

General Manager, Reclamation District 900

Date: 6/26/24

[Handwritten mark]

PERMIT # 2024-3

TO PDF DEVELOPMENT V, LLC

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 180 days from the date of issuance and diligently prosecuted to completion.
2. Written Notice will be given to the District at least three (3) days prior to commencement of the work above described. Notice shall be sent to 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,

{01090409}

PERMIT # 2024-3

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 \$1,000,000.00 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 # 2024-3

Dated: _____, 20____

Reclamation District 900

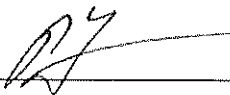
By: _____

Reclamation District 900

ACCEPTANCE

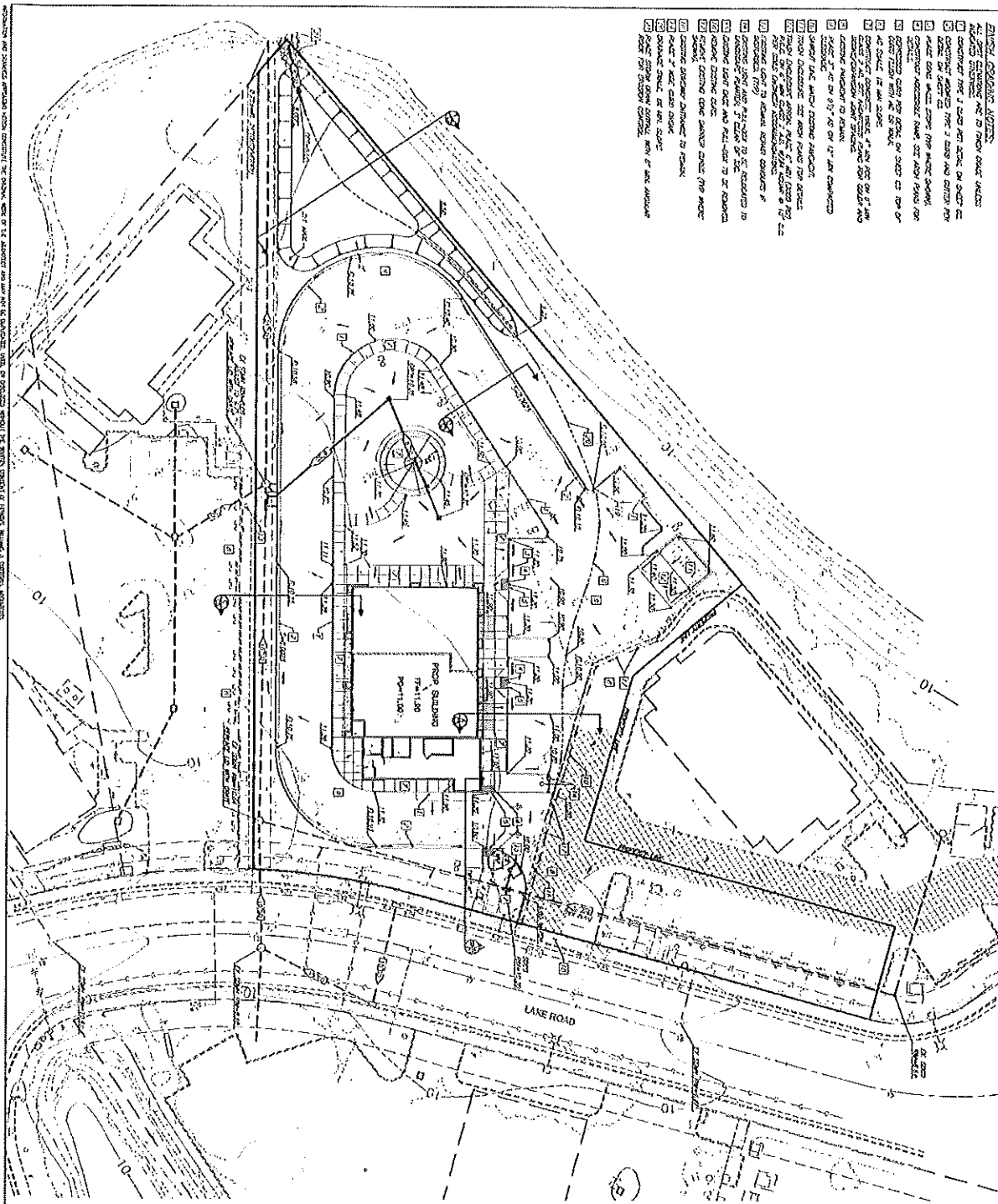
Permittee hereby accepts the above permit and agrees to comply with all of the requirements thereof.

Dated: 5-6, 2024

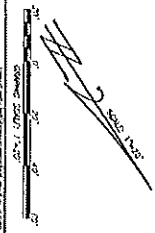
By:  _____

Permittee





- GENERAL NOTES:**
1. ALL DIMENSIONS ARE TO FINISH GRADE UNLESS NOTED OTHERWISE.
 2. CONCRETE SHALL BE 3000 PSI STRENGTH WITH 4% STEEL FIBERS.
 3. ALL CONCRETE SHALL BE CAST AND CURED PROPERLY.
 4. ALL CONCRETE SHALL BE FINISHED WITH A BROOM FINISH UNLESS NOTED OTHERWISE.
 5. ALL CONCRETE SHALL BE CURVED TO MATCH ADJACENT SURFACES.
 6. ALL CONCRETE SHALL BE FINISHED WITH A BROOM FINISH UNLESS NOTED OTHERWISE.
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 18. ALL CONCRETE SHALL BE FINISHED WITH A BROOM FINISH UNLESS NOTED OTHERWISE.
 19. ALL CONCRETE SHALL BE FINISHED WITH A BROOM FINISH UNLESS NOTED OTHERWISE.
 20. ALL CONCRETE SHALL BE FINISHED WITH A BROOM FINISH UNLESS NOTED OTHERWISE.




NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	12/15/2014
2	ISSUED FOR CONSTRUCTION	12/15/2014
3	ISSUED FOR AS-BUILT	12/15/2014

A NEW RETAIL BUILDING FOR:
DUTCH BROS.
 4035 Lake Road,
 West Sacramento 95691



BAKER WILLIAMS EXCELSIOR GROUP
ARCHITECTS
 10000
 10000
 10000

BW

MEETING DATE: June 26, 2024		ITEM # 6	
	SUBJECT:		
	CONSIDERATION TO ENTER INTO A LOCAL COOPERATION AGREEMENT WITH THE CENTRAL VALLEY FLOOD PROTECTION BOARD FOR PL84-99 REHABILITATION ASSISTANCE PROGRAM WORK		
INITIATED OR REQUESTED BY: <input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		REPORT COORDINATED OR PREPARED BY: Blake Johnson, General Manager	
ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action	

OBJECTIVE

The objective of this report is to obtain Reclamation District 900 (District) Board of Trustees (Board) approval to enter into a Local Cooperation Agreement with the Central Valley Flood Protection Board for PL84-99 Rehabilitation Assistance Program Work.

RECOMMENDED ACTION

Staff respectfully recommends that the Board enter into this Local Cooperation Agreement with the Central Valley Flood Protection Board (CVFPB).

BACKGROUND

During the storms in January 2023, two locations on the Deep Water Shipping Channel Levee sloughed on the landside. Under Public Law 84-99 (PL84-99), The United States Army Corps of Engineers (USACE) will repair these two sites. The CVFPB acts as the non-Federal Sponsor and will provide assistance and funding to the USACE for the repair of these two sites.

ANALYSIS

The attached Local Cooperation Agreement states the responsibilities of the parties involved with the repair of these sites (USACE, CVFPB, District). The District’s responsibilities are to operate and maintain the Project after construction as required under the existing Operation and Maintenance Manual as provided by the Government. The District is required to enter into the Agreement in order to have the repair work completed by the USACE.

Alternatives

Staff recommends the Board enter into the Local Cooperative Agreement with the Central Valley Flood Protection Board so that the repair work may proceed.

Secondary alternative is to reject this agreement. This alternative is not recommended. The Central Valley Flood Protection Board is the non-Federal Sponsor for work being undertaken by the United States Army Corps of Engineers. If rejected, the District may be required to repair the Deep Water Shipping Channel Levee on its own.

Coordination and Review

This report was prepared in coordination with District Counsel.

Budget/Cost Impact

There is no cost to the District.

ATTACHMENT

Local Cooperation Agreement between the Central Valley Flood Protection Board of the State of California and Reclamation District No. 900 for PL 84-99 Rehabilitation Assistance Program Work

LOCAL COOPERATION AGREEMENT
BETWEEN
THE CENTRAL VALLEY FLOOD PROTECTION BOARD OF THE STATE OF CALIFORNIA
AND
Reclamation District No. 900
FOR
PL 84-99 Rehabilitation Assistance Program Work

This Local Cooperation Agreement ("Agreement") is entered by and between the Central Valley Flood Protection Board of the State of California (Board) and the **Reclamation District No. 900** (DISTRICT) on this _____ day of _____, **2024** in view of the following circumstances:

1. The Sacramento River Flood Control Project (SRFCP) was authorized by Congress and approved on March 1, 1917, then amended on May 15, 1928, August 26, 1937, August 18, 1941, August 17, 1954, and July 14, 1960; and
2. The State will assist the United States Army Corps of Engineers (Government) in the repair of levee flood damage sites under the PL 84-99 Rehabilitation Assistance Program. For the purposes of this agreement, the "State" shall mean the Board and the California Department of Water Resources (DWR); and
3. Water Code Section 8370 states that it is the responsibility, liability, and duty of the reclamation districts, levee districts, protection districts, drainage districts, municipalities, and other public agencies within the Sacramento River Flood Control Project (SRFCP) limits, to maintain and operate the works of the project within the boundaries or jurisdiction of such agencies; and
4. Water Code Section 12642 states that in all cases where the Federal Government does not maintain and operate projects, it is the responsibility and duty of the county, city, state agency, or public district affected to maintain and operate flood control and other works, after completion, and hold and save the State and the United States free from damages; and
5. The Board has agreed to serve as the nonfederal sponsor of the Project on the condition that the DISTRICT provides the Board with the assurances specified in this Agreement that the DISTRICT will be responsible for operation and maintenance of the Project upon its completion; and will, as described below, hold and save the Government and Board, their representatives, officers, directors, employees, and other persons acting in their capacity on behalf of the Board, as well as their successors and assigns, free and harmless from any and all claims and damages arising from the construction, operation, and maintenance of the Project; and
6. The Board's obligations as nonfederal sponsor of the Project are set forth in the Cooperation Agreement for this Project between the Board and the Government; and
7. The DISTRICT has agreed to provide the aforementioned assurances specified in this Agreement to the Board; and
8. The DISTRICT has the power and authority to undertake all obligations required of DISTRICT in this Agreement to the Board.

NOW, THEREFORE, IT IS HEREBY AGREED:

SECTION I: Obligations of the Board and the DISTRICT

- A. For purposes of this Agreement, the term "Project" shall mean levee rehabilitation and repair work, and related mitigation work, performed by the Government at locations within the DISTRICT 's jurisdiction, and initiated in **2024**, all as set forth in Project Information Report (PIR) entitled **"Rehabilitation of Damaged Flood Control Works West Sacramento Levee System Yolo County, California (Site 202301-0903-02)," dated May 8, 2024.**
- B. The terms of this Agreement shall apply to all the separate construction and mitigation contracts that may be awarded by the Government for this Project.
- C. The DISTRICT agrees to the following:
1. To operate and maintain the Project, including, without limitation, slope protection features, berms, plantings, embedded woody material, and related features constructed as part of the Project in accordance with the Project design specifications, environmental permits, environmental impact reports, regulations, and directions prescribed by the state and federal government, the Government, and the Board, all without any cost to the State. The duties of the DISTRICT to operate and maintain all Project features shall be performed in a manner that does not diminish the flood protection afforded by or jeopardize the structural integrity of the Project or the SRFCP. The specific duties of the DISTRICT pursuant to this paragraph are described in Section II below.
 2. To hold and save the State, its representatives, officers, directors, employees, and other persons acting in their capacity on behalf of the State, as well as the State's successors and assigns, to the extent permitted by State law, free and harmless from any and all claims, damages and costs, including the State's attorneys' fees, arising from the construction, operation, or maintenance of the Project.

To hold and save the Government, its representatives, officers, directors, employees, and other persons acting in their capacity on behalf of the Government, as well as its successors and assigns, to the extent permitted by State law free and harmless from any and all claims and damages due to the construction, operation, and maintenance of the Project, except for claims or damages due to the fault or negligence of the Government or its contractors.
 3. To hold and save the State, its representatives, officers, directors, employees, and other persons acting in their capacity on behalf of the State, as well as the State's successors and assigns, to the extent permitted by State law, free and harmless from any and all claims, damages and costs, including the State's attorneys' fees, arising from the obligations herein assumed by the DISTRICT, including any responsibility for claims or damages arising out of work performed by the Government or State for which the Government or the State may be held liable.

4. To indemnify the State, its representatives, officers, directors, employees and other persons acting in their capacity on behalf of the State, as well as the State's successors and assigns, against all claims, liabilities, charges, losses, expenses and costs including the State's attorneys' fees that may arise from any action or inaction of the State taken in conjunction with the Project except for any such expenses caused solely by the gross negligence or intentional acts of the State or its officers, agents and employees.
- D. The DISTRICT shall inform landowners and other affected interests of the extent of protection afforded by the Project, using data provided by the Board, not less than once each year, if so requested in writing by the Board.
- E. The DISTRICT agrees to mitigate, as otherwise required by law, for any environmental impacts of work performed by the DISTRICT pursuant to Section I.C.1 of this Agreement without any costs to the State.

SECTION II: Obligations to Operate and Maintain

- A. Upon completion of the Project or any functional portion thereof as determined by the Government, the Board shall turn over the responsibility for operation and maintenance of the Project or functional portion thereof to the DISTRICT. Any rights in real property acquired by the State will continue to be held by the State are not intended by this Agreement to be conveyed to the DISTRICT. The DISTRICT accepts responsibility for operation and maintenance of the completed Project or functional portion thereof in accordance with the then-applicable Operation and Maintenance Manual, to be provided to the DISTRICT under this Section II.A., as required by Section I.C. of this Agreement.

The Government has agreed that when it turns over this Project to the Board, it will be accompanied by (1) the Standard Operation and Maintenance Manual for the SRFCP and (2) the applicable Supplement to the Standard Operation and Maintenance Manual, SRFCP. The Board shall provide the manual and supplement to the DISTRICT.

- B. The DISTRICT hereby gives the Government and the State the right to enter, at reasonable times and in a reasonable manner, upon land which it owns or controls for access to the Project for the purpose of: (i) constructing the repairs under the Project; (ii) performing any of their other obligations under this Agreement; (iii) conducting subsequent inspections to verify that the DISTRICT is complying with its obligations under this Agreement; and (iv) operating, maintaining, repairing, replacing, or rehabilitating any part of the Project.
- C. Upon notification by the State, prior to or during construction of the Project, the DISTRICT shall remove, alter, relocate, or reconstruct at no cost to the Board: any and all improvements owned or controlled by the DISTRICT that are located on or affecting the Project site as may be determined necessary by the Government or the State in order to operate, maintain, repair, replace, or rehabilitate any part of the Project located at or accessible by the Project site in conjunction with operation, maintenance, repair, replacement, or rehabilitation of the Project, or to meet any other obligations under this Agreement; or if such improvements are damaged by any cause.
- D. If the DISTRICT has failed or refused to perform the obligations set forth in this Agreement and that failure or refusal constitutes, in the opinion of the Government or the

State, a threat to the continued ability of that functional portion of the Project to perform in a manner necessary to provide its designed level of flood protection or if the DISTRICT fails or refuses to meet its obligations pursuant to this Agreement or the requirements of the manuals mentioned above, then the State or Government may perform the necessary work either with their own staff and equipment or by contract. The DISTRICT will reimburse the State or Government for the costs of performing that work.

- E. Mitigation features shall be constructed on site by the Government's contractor as directed by the Government to meet the mitigation requirements approved for the Project by the Board and the Government. The mitigation features will be considered to be functional portion(s) of the Project. The specific requirements of initial plant establishment and mitigation monitoring are specified by the Government and/or the State in accordance with the standards and guidelines set forth in the environmental permits and environmental documents adopted for the Project.

The Government's contractor is required to perform maintenance of the mitigation features, which includes irrigation, weed control, and plant replacement, prior to acceptance of the work by the Government. Once the Government has accepted the work from the contractor, the Government will turn the Project over to the Board and the Board will, in turn, turn the Project over to the DISTRICT. When the Project is turned over to the DISTRICT, all mitigation plantings will be fully established and will no longer require irrigation, weed control, or plant replacement and all mitigation monitoring requirements should be fully satisfied, including meeting all mitigation performance standards and any necessary remedial measures set forth in the environmental permits and environmental documents adopted for the Project and the operation and maintenance manuals referenced in Section II.A of this Agreement. Once the Project is accepted by the DISTRICT, the DISTRICT's maintenance obligation for the mitigation features shall include damage prevention to the mitigation plantings by reasonably controlling herbicide spraying adjacent to the mitigation planting, controlling any levee burning so that it does not burn the mitigation plantings and performing levee maintenance activities in a manner that minimizes any potential damage the mitigation area.

- F. In the event that vegetation is partially or completely damaged or removed by the DISTRICT in the course of carrying out its obligations to operate and maintain the Project under this Agreement, the DISTRICT shall mitigate for the damaged or removed vegetation in accordance with state and federal laws and without cost to the State.

SECTION III: Disputes

Before any party to the Agreement may bring suit in any court concerning an issue relating to this Agreement, that party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to all parties.

SECTION IV: Compliance with State and Federal Law

In carrying out the provisions of this Agreement, the DISTRICT agrees to comply with all applicable federal and State laws and regulations, including Section 601 of Title VI of 55000.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations; and

Army Regulation 600-7, entitled "Non-Discrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

SECTION V: Obligation of Future Appropriations

The parties agree that nothing herein shall constitute, or be deemed to constitute, an obligation of future appropriations by the Legislature of the State of California.

SECTION VI: Hazardous Substances

The DISTRICT acknowledges that the State may incur obligations with respect to hazardous substances regulated under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USC Sections 9601-9675; California Hazardous Substances Account Act, Calif. Health & Safety Code sections 25310 et seq. or other statutes or regulations (collectively referred to as "state and federal Hazardous Substances Laws") on lands necessary for Project construction, operation, and maintenance. The DISTRICT agrees:

- A. That in the event that the Government, State or DISTRICT discovers through an environmental investigation or other means that any lands, easements, or rights of way that have been acquired or provided for the Project contain hazardous substances regulated under CERCLA and/or other state and federal Hazardous Substances Laws at levels requiring a response under those laws, the Board and the DISTRICT shall promptly notify each other of that discovery.
- B. That in the event hazardous substances regulated under CERCLA and/or other state and federal Hazardous Substances Laws have been found at levels that would require a response under those laws if the Project was initiated upon lands, easements, or rights of way acquired or provided for the Project by the State, then in conjunction with the Board's obligations under the Cooperation Agreement that it has executed with the Government, the Government, the State and the DISTRICT shall determine whether to initiate construction of the Project, or if already in construction, whether to continue with the construction of the Project, or to terminate construction of the Project for the convenience of the Government, the State, and the DISTRICT. Should the Government, the State, and the DISTRICT determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the DISTRICT shall be responsible, as between the State and the DISTRICT, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the Project as defined in this Agreement. In the event that the Government, the State, and the DISTRICT elect to proceed with the construction of the Project, but that the DISTRICT fails to provide any funds it has agreed to pay, and which are necessary to pay for clean-up and response costs or to otherwise discharge its obligations under this paragraph, the Government and the State may terminate or suspend work on the Project.
- C. In the event that the Government, the State, and the DISTRICT elect to continue with construction of the Project, the DISTRICT shall consult with the Board in order to ensure that responsible persons under CERCLA and/or other state and federal Hazardous Substances Laws ultimately bear all necessary response and cleanup costs as defined in CERCLA and/or other state and federal Hazardous Substances Laws.

- D. That the DISTRICT shall operate and maintain the Project in a manner that will control the intentional or negligent release or threatened release of hazardous substances regulated under CERCLA and/or other state and federal Hazardous Substances Laws on lands necessary for Project construction, operation, or maintenance.
- E. That in the event that the Government or State, or their representatives, officers, directors, employees, and other persons acting in their capacity on behalf of the Government or State, as well as their successors and assigns, are found to be liable under CERCLA and/or other state and federal Hazardous Substances Laws for the release or threatened release of hazardous substances arising out of the operation and maintenance of the Project, then the DISTRICT shall indemnify the Government and State, their representatives, officers, directors, employees, and other persons acting in their capacity on behalf of the Government or State, as well as their successors and assigns, for any response or cleanup costs for which the Government or State, their representatives, officers, directors, employees, and other persons acting in their capacity on behalf of the Government or State, as well as their successors and assigns, are found to be liable under CERCLA and/or other state and federal Hazardous Substances Laws, except that the DISTRICT shall not indemnify the Government for such response or cleanup costs which result from negligence of the Government or its contractors during construction.
- F. No decision made or action taken pursuant to any provision of this Section of the Agreement shall relieve any responsible person from any liability that may arise under CERCLA and/or other state and federal Hazardous Substances Laws, nor shall such decision or action be considered a waiver by the State or DISTRICT of any right to seek from any responsible person as defined by CERCLA and/or other state and federal Hazardous Substances Laws the recovery, contribution of, or indemnification from costs incurred by the State or the DISTRICT for response or cleanup activity required under CERCLA and/or other state and federal Hazardous Substances Laws, nor shall such decision or action be considered a waiver by the State of any other right or remedy provided by law.
- G. As between the DISTRICT and the State, the DISTRICT shall be considered the operator of the Project for purposes of liability under CERCLA and/or other state and federal Hazardous Substances Laws. This provision is not intended to alter the legal designation of operator, except as between the State and the DISTRICT.

SECTION VII: Authorization for Delegation or Subcontracting

The DISTRICT may delegate or subcontract its responsibilities under this Agreement to another public agency or firm. However, in performing the obligations called for in this Agreement, The DISTRICT shall notify the Board if it retains, employs, or uses any such public agencies or firms. The DISTRICT shall be responsible for all work to be performed under the contract, including any delegated work. The Board shall have the right to ask that any services for this Agreement provided by any subcontractor be terminated if its performance is unsatisfactory.

Payment for services rendered by subcontractors shall be made entirely by the DISTRICT; the Board shall not have any responsibility for making any payments to the subcontractors for any services they may render in connection with this Agreement.

SECTION VIII: Amendment

This Agreement may be amended only in writing and upon consent of all parties.

SECTION IX: Notices

All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by first class (postage pre-paid), registered, or certified mail, as follows:

Executive Officer
Central Valley Flood Protection Board
of the State of California
3310 El Camino Ave., Suite 170
Sacramento, California 95821

Reclamation District 900
P.O. BOX 673
West Sacramento, CA 95691

A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this section.

Any notice, request, demand, or other communication made pursuant to this section shall be deemed to have been received by the addressee at such time as it is personally delivered or seven calendar days after it is mailed, as the case may be.

SECTION X: Severability

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement which will become effective upon the date it is signed on behalf of The Central Valley Flood Protection Board.

The Central Valley Flood Protection Board
of the State of California

Reclamation District No. 900

By _____
Christopher Lief
Executive Officer

By _____
Martha Guerrero
District President

Date: _____

Date: _____

Approved as to Legal Form
and Sufficiency:


Approved as to Legal Form
and Sufficiency:

Kanwarjit S. Dua, Board Counsel

Ralph Nevis, District Counsel

Date: _____

Date: _____

MEETING DATE: June 26, 2024		ITEM # 7	
	SUBJECT:		
CONSIDERATION OF ADOPTING A WORKPLACE VIOLENCE PROTECTION PLAN			
INITIATED OR REQUESTED BY:		REPORT COORDINATED OR PREPARED BY:	
<input type="checkbox"/> Counsel <input checked="" type="checkbox"/> Staff		Blake Johnson, General Manager	
<input type="checkbox"/> Other			
ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action			

OBJECTIVE

The objective of this report is to present sufficient information to the Reclamation District 900 (RD 900) Board of Trustees (Board) to adopt this Workplace Violence Protection Plan.

RECOMMENDED ACTION

Staff respectfully recommends that the RD 900 Board adopt the Workplace Violence Protection Plan.

BACKGROUND

On September 30, 2023, the California Senate passed Bill 553 (SB 553), which amended Labor Code section 6401.7. This bill requires employers to develop and implement a workplace violence prevention plan in accordance with newly codified Labor Code section 6401.9, which sets out the requirements for the plan.

By not later than July 1, 2024, the majority of employers with 10 or more employees in California must establish, implement, and maintain a Workplace Violence Prevention Plan that includes:

- Prohibiting Employee retaliation
- Accepting and responding to reports of workplace violence.
- Employee workplace violence training and communication.
- Emergency Response.
- Workplace violence hazard assessments.
- Other requirements, such as maintaining a Violence Incident Log.

ANALYSIS

According to the Occupational Safety & Health Administration (OSHA), workplace violence is the second leading cause of fatal occupational injuries in the United States, affecting nearly 2 million American workers annually. SB 553 Addresses workplace violence by requiring employers to implement basic safeguards to protect employees while at work.

The new legislation also requires employers to provide effective annual training and ensure training covers the following topics:

- WVPP Familiarization (how to obtain a copy, participate in development/ implementation, etc.).
- Definitions and requirement of Labor Code section 6401.9.
- How to report workplace violence incidents without fear of retaliation.
- Understanding of job-specific violence hazards and preventative measures.
- Purpose of the Violent Incident Log and how to obtain related records.

Reclamation District 900 has created a Workplace Violence Prevention Plan that identifies the people responsible for its implementation/response and effective procedures and methods for execution of the plan. Procedures were created for Reclamation District 900's management staff to swiftly respond to reports of

workplace violence, while ensuring no retaliation is taken against the reporting employee. In addition, the WVPP requires 100% compliance from all employees, including supervisors and management staff.

In addition to the creation of the WVPP, RD 900 has/ will continue to comply with the recordkeeping requirements set forth by Cal/OSHA:

- The plan must be in writing and easily accessible to employees, authorized employee representatives, and Cal/OSHA representatives
- Records of workplace violence hazard identification, evaluation, and correction must be created and maintained for a minimum of 5 years.
- Training records must be created and maintained for a minimum of 1 year.
- Violent Incident Logs must be maintained for a minimum of 5 years.
- Records of workplace violence incident investigations must be maintained for a minimum of 5 years.

As of June 20, 2024, all employees of Reclamation District 900 have received computer-based training via our Learning Management System (LMS) platform contained within Paylocity. We have employed Paylocity (our human resource and payroll provider), which simplifies the process of employee training with their LMS platform, to conduct all required OSHA, SHRM (Society for Human Resource Management), and APA (American Psychological Association)-approved training.

Alternatives

Staff recommends that the RD900 Board adopt this Workplace Violence Prevention Plan. The template used to create this plan was provided by Cal/OSHA. No other alternatives are recommended.

Coordination and Review

This report was prepared in coordination with District Counsel.

Budget/Cost Impact

None.

Attachments

- 1) Workplace Violence Protection Plan

WORKPLACE VIOLENCE PREVENTION PROGRAM for Reclamation District 900

Our establishment's Workplace Violence Prevention Plan (WVPP) addresses the hazards known to be associated with the four types of workplace violence as defined by [Labor Code \(LC\) section 6401.9](#).

Date of Last Review: June 21, 2024

Date of Last Revision(s): June 21, 2024

DEFINITIONS

Emergency - Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

Engineering controls - An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the employee and the hazard.

Log - The violent incident log required by LC section 6401.9.

Plan - The workplace violence prevention plan required by LC section 6401.9.

Serious injury or illness - Any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

Threat of violence - Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

Workplace violence - Any act of violence or threat of violence that occurs in a place of employment.

Workplace violence includes, but is not limited to, the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.
- The following four workplace violence types:

Type 1 violence - Workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.

Type 2 violence - Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

Type 3 violence - Workplace violence against an employee by a present or former employee, supervisor, or manager.

Type 4 violence - Workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

Workplace violence does not include lawful acts of self-defense or defense of others.

Work practice controls - Procedures and rules which are used to effectively reduce workplace violence hazards.

RESPONSIBILITY

The WVPP administrator, the Assistant General Manager, has the authority and responsibility for implementing the provisions of this plan for Reclamation District 900 (RD 900). The RD 900 Board of Trustees have reviewed and authorized the implementation of this plan.

Example:

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Blake Johnson	General Manager	Overall responsibility for the plan; <i>The General Manager approves the final plan and any major changes.</i>	916-204-6869	bjohnson@rd900.org
Erin McGillian	Assistant General Manager	Responsible for employee involvement and training; <i>The Assistant General Manager organizes safety meetings, updates training materials, and handles any reports of workplace violence.</i>	775-343-5376	emcgillian@rd900.org
Erin McGillian	Assistant General Manager	Responsible for emergency response, hazard identification, and coordination with other employers; <i>The Assistant General Manager conducts safety inspections, coordinates emergency response procedures, and communicates with other employers about the plan.</i>	775-343-5376	emcgillian@rd900.org

All managers and supervisors are responsible for implementing and maintaining the WVPP in their work areas and for answering employee questions about the WVPP.

EMPLOYEE ACTIVE INVOLVEMENT

Reclamation District 900 ensures the following policies and procedures to obtain the active involvement of employees and authorized employee representatives in developing and implementing the plan:

- Management will work with and allow employees and authorized employee representatives to participate in:
 - Identifying, evaluating, and determining corrective measures to prevent workplace violence.

Management will have quarterly safety meetings with employees to discuss identification of workplace violence related concerns/hazards, evaluate those hazards and/or concerns, and how to correct them.

- Implementing and completing annual training.

Reclamation District utilizes the Learning Management System through the Paylocity SaaS application to educate employees.

- Reporting and investigating workplace violence incidents.

See “Workplace Violence Hazard Identification and Evaluation” section below for further information.

- Management will ensure that all workplace violence policies and procedures within this written plan are clearly communicated and understood by all employees. Managers and supervisors will enforce the rules fairly and uniformly.
- All employees will follow all workplace violence prevention plan directives, policies, and procedures, and assist in maintaining a safe work environment within the written guidelines provided within this written plan.
- The plan shall be in effect at all times and in all work areas and be specific to the hazards and corrective measures for each work area and operation.

EMPLOYEE COMPLIANCE

Our system to ensure that employees comply with the rules and work practices that are designed to make the workplace more secure, and do not engage in threats or physical actions which create a security hazard for others in the workplace, include at a minimum:

- Training employees, supervisors, and managers in the provisions of Reclamation District 900 WVPP
- Effective procedures to ensure that supervisory and nonsupervisory employees comply with the WVPP.

All employees are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe, healthy and secure work environment. Our system of ensuring that all employees, including supervisors and managers, comply with work practices that are designed to make the workplace more secure.

- Recognizing employees who demonstrate safe work practices that promote the WVPP in the workplace by receiving memos of recommendation/ achievement from the General Manager.
- Discipline employees for failure to comply with the WVPP (In accordance with current employee handbook processes and guidelines).

COMMUNICATION WITH EMPLOYEES

We recognize that open, two-way communication between our management team, staff, and other employers, about workplace violence issues is essential to a safe and productive workplace. The following communication system is designed to facilitate a continuous flow of workplace violence prevention information between management and staff in a form that is readily understandable by all employees, and consists of one or more of the following:

- New employee orientation includes workplace violence prevention policies and procedures.
- Workplace violence prevention training programs.
- Regularly scheduled meetings that address security issues and potential workplace violence hazards
- Effective communication between employees and supervisors about workplace violence prevention and violence concerns.
 - Ensuring supervisors and employees can communicate effectively and in the employees’ first language.
 - Providing a safe place for employees to express their concerns.

- Training all staff upon hire and periodically through memos, email, staff meetings, and online computer-based training applications.
- Posted or distributed workplace violence prevention information.
- How employees can report a violent incident, threat, or other workplace violence concern to employer or law enforcement without fear of reprisal or adverse action.
 - Employees can anonymously report a violent incident, threat, or other violence concerns to their supervisor or management (if supervisor is not present).
 - Employees who report incidents of workplace violence will be protected from the person making the threats by RD900 immediately taking the appropriate actions such as removing the person, making the threats, from the work area until the situation is resolved.
 - For serious threats or acts of violence, the local police will be called via 9-1-1, and the Assistant General Manager will immediately be informed through any means necessary (mobile phone, email, in-person).
- Employees will not be prevented from accessing their mobile or other communication devices to seek emergency assistance, assess the safety of a situation, or communicate with a person to verify their safety. Employees' concerns will be investigated in a timely manner, and they will be informed of the results of the investigation and any corrective actions to be taken.
 - Updates on the status of investigations and corrective actions are provided to employees through email and at safety meetings. These updates could include information about the progress of investigations, the results of investigations, and any corrective actions taken.
 - Updates during monthly meetings with The Board to discuss the plan and any updates. These meetings could involve sharing updates to the plan, discussing recent incidents, and coordinating training sessions.
 - Sharing training materials and incident reports with other employers to ensure a coordinated response to any incidents. This could involve sending copies of training materials and incident reports to other employers.

COORDINATION WITH OTHER EMPLOYERS

Reclamation District 900 will implement the following effective procedures to coordinate implementation of its plan with other employers to ensure that those employers and employees understand their respective roles, as provided in the plan.

- All employees will be trained in workplace violence prevention.
- Workplace violence incidents involving any employee are reported, investigated, and recorded.
- At a multiemployer worksite, Reclamation District 900 will ensure that if its employees experience workplace violence incident that Reclamation District 900 will record the information in a violent incident log and shall also provide a copy of that log to controlling employer.

WORKPLACE VIOLENCE INCIDENT REPORTING PROCEDURE

Reclamation District 900 will implement the following effective procedures to ensure that:

- All threats or acts of workplace violence are reported to an employee's supervisor or manager, who will inform the WVPP administrator. This will be accomplished by an initial verbal report and followed up with written documentation which should include the following information:
 - Names of the parties involved (Victim, Perpetrator, and Witnesses)

- Training on emergency action procedures for employees, supervisors and managers.
- Names of the parties involved (Victim, Perpetrator, and Witnesses)
- Events that occurred
- Time of incident
- Location of incident
- Reasoning behind the incident (if known)
- If that is not possible, employees will report incidents directly to the WVPP administrator, the Assistant General Manager.
 - Call 9-1-1 if there is a conflict or emergency situation or if someone has been seriously injured.
 - Report all threats or acts of workplace violence to your supervisor or manager. If that's not possible, report the incident to your Violence Prevention Coordinator.
 - The supervisor or manager should complete an Incident Report Form and give it to the Violence Prevention Coordinator.
 - You can get these forms from the Assistant General Manager/ WVPP Administrator.
 - Workplace Violence Reporting Hotline: 916-376-5344.
 - Submit Workplace Violence Reporting form

A strict non-retaliation policy is in place, and any instances of retaliation are dealt with swiftly and decisively. It is a violation of this policy for a manager, supervisor or co-worker, to retaliate, in any form, against an employee who reports, threatens to report, or files a report of a complaint of violence in the workplace or participates in an investigation alleging violence in the workplace. Acts of retaliation will not be condoned, and any violation of this policy will result in disciplinary actions which may include termination.

EMERGENCY RESPONSE PROCEDURES

Reclamation District 900 has in place the following specific measures to handle actual or potential workplace violence emergencies:

- Effective means to alert employees of the presence, location, and nature of workplace violence emergencies through the use of office phones, cell phones, email, or any means necessary.
- Reclamation District 900 will have evacuation or sheltering plans. Employees should evacuate the building in accordance with fire evacuation routes (posted throughout the building). If evacuation is not an option, employees will shelter in place utilizing any means necessary to cover and conceal themselves from danger without putting themselves in harm's way, to include barricading doors, taking shelter under a desk, etc.
- How to obtain help from staff, security personnel, or law enforcement:
 - Employees will report incidents directly to the WVPP administrator, the Assistant General Manager.
 - Call 9-1-1 if there is a conflict or emergency situation or if someone has been seriously injured.

- Report all threats or acts of workplace violence to your supervisor or manager. If that's not possible, report the incident to your Violence Prevention Coordinator.
- The supervisor or manager should complete an Incident Report Form and give it to the Violence Prevention Coordinator.
- You can get these forms from the Assistant General Manager/ WVPP Administrator:
 - Workplace Violence Reporting Hotline: 916-376-5344
 - Submit Workplace Violence Reporting form

In the event of an emergency, including a Workplace Violence Emergency, contact the following:

Responsible Persons	Job Title/Position	WVPP Responsibilities	Phone #	Email
Erin McGillian	Assistant General Manager	Responsible for emergency response, hazard identification, and coordination with other employers; <i>The Assistant General Manager conducts safety inspections, coordinates emergency response procedures, and communicates with other employers about the plan.</i>	775-343-5376	emcgillian@rd900.org

WORKPLACE VIOLENCE HAZARD IDENTIFICATION AND EVALUATION

The following policies and procedures are established and required to be conducted by Reclamation District 900 to ensure that workplace violence hazards are identified and evaluated:

- Inspections shall be conducted when the plan is first established, after each workplace violence incident, and whenever the employer is made aware of a new or previously unrecognized hazard.

Review all submitted/reported concerns of potential hazards:

- Weekly review of all submitted and reported concerns.
- Online form for reporting workplace violence hazards
- Voicemail/email/text messages

Periodic Inspections

Periodic inspections of workplace violence hazards will identify unsafe conditions and work practices. This may require assessment for more than one type of workplace violence. Periodic Inspections shall be conducted semi-annually.

Periodic inspections to identify and evaluate workplace violence and hazards will be performed by the following designated personnel in the following areas of the workplace:

Specific Person Name/Job Title	Area/Department/Specific location
Erin McGillian, Assistant GM	All areas of the workplace
Blake Johnson, GM	All Areas of the workplace
Brian Rohmer, Superintendent	All Outdoor Fieldwork Areas

Inspections for workplace violence hazards include assessing:

- The exterior and interior of the workplace for its attractiveness to robbery or other criminal acts.
- The need for security surveillance measures, such as mirrors or cameras.
- Posting signs notifying the public that limited cash is kept on the premises.
- Procedures for employee response during a robbery or other criminal act.
- Procedures for reporting suspicious persons or activities.
- Posting of emergency telephone numbers for law enforcement, fire and medical services where employees have access to a telephone with an outside line.
- Limiting the amount of cash on hand and using safes for large amounts of cash, or armor car pickup.
- Access to, and freedom of movement within, the workplace.
- Adequacy of workplace security systems, such as door locks, security windows, physical barriers, and restraint systems.

- Frequency and severity of threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
- Employee's skill in safely handling threatening or hostile service recipients.
- Effectiveness of systems and procedures to warn others of a security danger or to summon assistance, e.g., alarms or panic buttons.
- The use of work practices such as "buddy" systems for specified emergency events.
- How well our establishment's workplace violence prevention policy has been communicated to employees, supervisors, or managers.
- How well the establishment's management and employees communicate with each other.
- The employees', supervisors' and managers' knowledge of the warning signs of potential workplace violence.
- Access to, and freedom of movement within, the workplace by non-employees, including former employees or persons with whom one of our employees is having a dispute.
- Frequency and severity of worker reports of incidents of physical or verbal abuse by managers, supervisors or other employees.
- Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace.
- Worker progressive disciplinary procedures.

WORKPLACE VIOLENCE HAZARD CORRECTION

Workplace violence hazards will be evaluated and corrected in a timely manner. Reclamation District 900 will implement the following effective procedures to correct workplace violence hazards that are identified:

- If an imminent workplace violence hazard exists that cannot be immediately abated without endangering employee(s), all exposed employee(s) will be removed from the situation except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition will be provided with the necessary protection (WVPP Coordinator, Manager or Supervisor).
- All corrective actions taken will be documented and dated on the appropriate Workplace Violence Reporting form.
- Corrective measures for workplace violence hazards will be specific to a given work area:
 - Make the workplace unattractive to robbers by:
 - Improve lighting around and at the workplace.
 - Utilizing surveillance camera measures to provide information as to what is going on outside and inside the workplace.
 - Reporting procedures for notifying designated employees of suspicious persons or activities.
 - Posting emergency telephone numbers for law enforcement, fire and medical services where employees have access to a telephone with an outside line.
 - Limiting cash on hand.

- Training on emergency action procedures for employees, supervisors and managers.
- Using alarm systems and access control systems.
- Control, access to, and freedom of movement within, the workplace by non-employees, include recently discharged employees or persons with whom one of our employees is having a dispute.
- Ensure employees have access to a telephone with an outside line. Provide employee training/re-training (refreshers) on the WVPP, which could include but not limited to the following:
 - Recognizing and handling threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
 - Procedures for reporting suspicious persons, activities, and packages.
- Ensure that all reports of violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace are handled effectively by management and that the person making the report is not subject to retaliation by the person making the threat.
- Improve how well our establishment's management and employees communicate with each other.
- Ensure adequate employee escape routes.
- Ensure that employee disciplinary and discharge procedures address the potential for workplace violence. [Provide procedures on how to will be accomplished]
 - Disciplinary procedures are IAW and described within the District's Employee Handbook.
- Establish a policy for prohibited practices: No Weapons Policy, which prohibits:
 - Any firearm
 - Any deadly weapon described in California Penal Code Section 17235
 - Any provision listed in California Penal Code Section 16590
 - Any knife with a blade in excess of four inches, the blade of which is fixed or capable of being fixed in an unguarded position by the use of one or two hands.
 - Any unauthorized tear gas weapon
 - Any taser or stun gun, as defined in California Penal Code Section 244.5.
 - Any instrument that expels a metallic projectile, such as a BB or pellet, through the force of air pressure, CO2 pressure, or spring action, or any spot marker gun or paint gun.
- Provide procedures for a "buddy" system for specified emergency events.

PROCEDURES FOR POST INCIDENT RESPONSE AND INVESTIGATION

After a workplace incident, the WVPP administrator or their designee will implement the following post-incident procedures:

- Visit the scene of an incident as soon as safe and practicable.
- Interview involved parties, such as employees, witnesses, law enforcement, and/or security personnel.
- Review security footage of existing security cameras if applicable.

- Examine the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator.
- Determine the cause of the incident.
- Take corrective action to prevent similar incidents from occurring.
- Record the findings and ensuring corrective actions are taken.
- Obtain any reports completed by law enforcement.
- The violent incident log will be used for every workplace violence incident and will include information, such as: [See attached Violent Incident Log]
 - The date, time, and location of the incident.
 - The workplace violence type or types involved in the incident.
 - A detailed description of the incident.
 - A classification of who committed the violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or other perpetrator.
 - A classification of circumstances at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.
 - A classification of where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area.
 - The type of incident, including, but not limited to, whether it involved any of the following:
 - Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
 - Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
 - Threat of physical force or threat of the use of a weapon or other object.
 - Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
 - Animal attack.
 - Other.
 - Consequences of the incident, including, but not limited to:
 - Whether security or law enforcement was contacted and their response.
 - Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.
 - Information about the person completing the log, including their name, job title, and the date completed.

- Reviewing all previous incidents.
- Support and resources provided to affected employee(s):
 - Counseling Services
 - EAP (Employee Assistance Programs) Information
 - Dedicated time off work if necessary

Ensure that no personal identifying information is recorded or documented in the written investigation report. This includes information which would reveal identification of any person involved in a violent incident, such as the person's name, address, electronic mail address, telephone number, social security number, or other information that, alone or in combination with other publicly available information, reveals the person's identity.

TRAINING AND INSTRUCTION

All employees, including managers and supervisors, will have training and instruction on general and job-specific workplace violence practices. These sessions could involve presentations, discussions, and practical exercises. Training and instruction will be provided as follows:

- When the WVPP is first established.
- Annually to ensure all employees understand and comply with the plan.
- Whenever a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan. The additional training may be limited to addressing the new workplace violence hazard or changes to the plan.

Reclamation District 900 will provide its employees with training and instruction on the definitions found on page 1 of this plan and the requirements listed below:

- The employer's WVPP, how to obtain a copy of the employer's plan at no cost, and how to participate in development and implementation of the employer's plan.
- How to report workplace violence incidents or concerns to the employer or law enforcement without fear of reprisal.
- Workplace violence hazards specific to the employees' jobs, the corrective measures Reclamation District 900 has implemented, how to seek assistance to prevent or respond to violence, and strategies to avoid physical harm.
- The violent incident log and how to obtain copies of records pertaining to hazard identification, evaluation and correction, training records, and violent incident logs.
- Opportunities Reclamation District 900 has for interactive questions and answers with a person knowledgeable about the Reclamation District 900 plan.
- Strategies to avoid/prevent workplace violence and physical harm, such as:
 - How to recognize workplace violence hazards including the risk factors associated with the four types of workplace violence.
 - Ways to defuse hostile or threatening situations.
- How to recognize alerts, alarms, or other warnings about emergency conditions and how to use identified escape routes or locations for sheltering.

- Employee routes of escape.
- Emergency medical care provided in the event of any violent act upon an employee
- Post-event trauma counseling for employees desiring such assistance.

EMPLOYEE ACCESS TO THE WRITTEN WVPP

Reclamation District 900 ensures that the WVPP shall be in writing and shall be available and easily accessible to employees, authorized employee representatives, and representatives of Cal/OSHA at all times. This will be accomplished by:

- Providing a printed copy of the WVPP, if requested, unless the employee or designated representative agrees to receive an electronic copy.
- Providing unobstructed access through a company server or website, which allows an employee to review, print, and email the current version of the written WVPP. Unobstructed access means that the employee, as part of their regular work duties, predictably and routinely uses the electronic means to communicate with management or co-employees.

RECORDKEEPING

Reclamation District 900 will:

- Create and maintain records of workplace violence hazard identification, evaluation, and correction, for a minimum of five (5) years.
- Create and maintain training records for a minimum of one (1) year and include the following:
 - Training dates.
 - Contents or a summary of the training sessions.
 - Names and qualifications of persons conducting the training.
 - Names and job titles of all persons attending the training sessions.
- Maintain violent incident logs for minimum of five (5) years.
- Maintain records of workplace violence incident investigations for a minimum of five (5) years.
 - The records shall not contain medical information per subdivision (j) of section 56.05 of the Civil Code.
- All records of workplace violence hazard identification, evaluation, and correction; training, incident logs and workplace violence incident investigations required by [LC section 6401.9\(f\)](#), shall be made available to Cal/OSHA upon request for examination and copying.

EMPLOYEE ACCESS TO RECORDS

The following records shall be made available to employees and their representatives, upon request and without cost, for examination and copying within **15 calendar days of a request** subject, however, to such measures as may be necessary to protect private, personal, employment, or other confidential information as required by law:

- Records of workplace violence hazard identification, evaluation, and correction.
- Training records.
- Violent incident logs.

REVIEW AND REVISION OF THE WVPP

The Reclamation District 900 WVPP will be reviewed for effectiveness:

- At least annually.
- When a deficiency is observed or becomes apparent.
- After a workplace violence incident.
- As needed.

Review and revision of the WVPP will include the procedures listed in the EMPLOYEE ACTIVE INVOLVEMENT section of this WVPP, as well as the following procedures to obtain the active involvement of employees and authorized employee representatives in reviewing the plan's effectiveness:

- Review of Reclamation District 900's WVPP should include, but is not limited to:
 - Review of incident investigations and the violent incident log.
 - Assessment of the effectiveness of security systems, including alarms, emergency response, and security personnel availability (if applicable).
- Review that violence risks are being properly identified, evaluated, and corrected. Any necessary revisions are made promptly and communicated to all employees.

EMPLOYER REPORTING RESPONSIBILITIES

As required by [California Code of Regulations \(CCR\), Title 8, Section 342\(a\). Reporting Work-Connected Fatalities and Serious Injuries](#), Reclamation District 900 will immediately report to Cal/OSHA any serious injury or illness (as defined by [CCR, Title 8, Section 330\(h\)](#)), or death (including any due to Workplace Violence) of an employee occurring in a place of employment or in connection with any employment.

I, Blake Johnson, General Manager of Reclamation District 900, have reviewed and ensure the establishment, implementation, and maintenance of this written workplace violence prevention plan and the documents/forms within this written plan. The Board of Trustees of Reclamation District 900 approved and authorized the WVPP at its June 26, 2024, meeting. I am committed to promoting a culture of safety and violence prevention in our workplace and believe that these policies and procedures will help us achieve that goal.

Blake Johnson, General Manager

Signature

Date

Form of Violent Incident Log

This log must be used for every workplace violence incident that occurs in our workplace. At a minimum, it will include the information required by LC section 6401.9(d). Matters in brackets are for use by the authorized individual filling out the log and shall be omitted from the log for each incident.

The information that is recorded will be based on:

- Information provided by the employees who experienced the incident of violence.
- Witness statements.
- All other investigation findings.

All information that personally identifies the individual(s) involved will be omitted from this log, such as:

- Names
- Addresses – physical and electronic
- Telephone numbers
- Social security number

[Enter the date the incident occurred (Day, Month, Year)]

[Enter the time (or approximate time) that the incident occurred]a.m./p.m.

Location(s) of Incident	Workplace Violence Type (Indicate which type(s) (Type 1, 2,3,4)
[Enter location(s) where the incident occurred]	[Enter the workplace violence type(s)]

Check which of the following describes the type(s) of incident, and explain in detail:

Note: It's important to understand that "Workplace Violence Type" and "Type of Incident" have separate requirements. **For this part of the log, "Type of Incident" specifically refers to the nature or characteristics of the incident being logged. It does not refer to the type of workplace violence.**

- Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
- Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
- Threat of physical force or threat of the use of a weapon or other object.
- Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
- Animal attack.
- Other.

Explain: [Provide a detailed description of the incident and any additional information on the violence incident type and what it included. Continue on separate sheet of paper if necessary.]

Workplace violence committed by: [For confidentiality, only include the classification of who committed the violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or other perpetrator.]

Circumstances at the time of the incident: [write/type what was happening at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.]

Where the incident occurred: [Where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area.]

Consequences of the incident, including, but not limited to:

- Whether security or law enforcement was contacted and their response.
- Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.

[Include information on what the consequences of the incident were.]

○ Were there any injuries? Yes or No. Please explain:

[Indicate here if there were any injuries, if so, provide description of the injuries]

- Were emergency medical responders other than law enforcement contacted, such as a Fire Department, Paramedics, On-site First-aid certified personnel? Yes or No. If yes, explain below:

[_____

_____]

Did the severity of the injuries require reporting to Cal/OSHA? If yes, document the date and time this was done, along with the name of the Cal/OSHA representative contacted.

A copy of this violent incident log needs to be provided to the employer. Indicate when it was provided and to whom.

This violent incident log was completed by:

[Name of person completing this log], [Job Title of person completing this log], [Date this log was completed]

[Signature of person completing this log]

[Date of completion]

**RD 900 SPECIAL BOARD MEETING
RECLAMATION DISTRICT 900
May 15, 2024
Minutes**

The Regular Board meeting was called to order at 5:43 PM by Trustee Early. Also in attendance at the meeting were: Trustees Alcala, Sulpizio Hull, and President Guerrero, General Manager Johnson, Assistant General Manager McGillian, 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. NA
- B. Monthly/YTD Revenue and Expenses.

CONSENT AGENDA – PART II

Entry No. 2 - Consideration to endorse the Central Valley flood protection board Encroachment Permit for the City of West Sacramento's South Riverwalk Expansion project.

Entry No. 3 - Consideration of a contract with the California Conservation Corps for maintenance and flood fighting.

Entry No. 4 – Consideration of a contract with Larsen Wurzel for management and submissions of the Fiscal Year 2024/25, 2025/26, and 2026/27 Tax Rolls for Reclamation District 900.

Entry No. 5 - Consideration of A Contract with Laugenour & Meikle for Management and Submissions of the Fiscal Year 2024/25, 2025/26, and 2026/27 Tax Rolls for Reclamation District 900 within the Previous RD 537 Jurisdiction.

Entry No. 6 – Consideration of approval of the April 10, 2024 meeting minutes.

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

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

REGULAR AGENDA – PART III

Entry No. 7 – Discussion/ Review of draft 2024/25 budget.

Total revenue for the District is expected to be \$3.9 million for FY 24/25. A majority of the revenue is derived from Drainage assessments and funding from WSAFCA assessments (91%). Other funding sources include: DWR FMAP, FEMA (reimbursement for the Blacker Canal project), and interest on savings.

Total expenditure for FY 24/25 is approximately \$2.4 million, which does not include Capital Improvement Projects.

Insurance, electrical and fuel costs have all increased significantly and as a result, have been increased for the 24/25 FY.

Expenses have increased as all vacant positions have been filled. Salaries in the proposed FY 24/25 budget year include a 5% cost of living adjustment and are budgeted at the top step for all positions (GM is the only employee at the top step). A total of 9 employees and temporary help are budgeted for the 24/25 year. A 3%, 5%, and 7% COLA was included in the draft budget to show sufficient funds are available for salary adjustments,

in addition to recommending the following employee benefit additions: \$50/ month cell phone stipend, vision insurance, short/ long-term disability insurance, and life insurance.

Entry No. 8 –General Manager Updates (provided in Board Packet, below are the highlights)

One of the District ponds has a green vegetation covering it. It has also been reported that garbage is in the pond along with a horrible smell. District staff investigated and found no garbage floating in the pond, and at the time of staff investigation, there was no smell in the area. The green vegetation is known as “Duckweed”. This vegetation typically occurs as the daily temperatures warm, and the Duckweed will eventually die off within 8-12 weeks. To treat for Duckweed, chemicals would need to be applied. This pond is connected to the larger pond north of Lake Washington Blvd (MC-10 Pump Station), just east of the Nugget Market. To chemically treat, the District would need to block off the larger pond, so that dilution would not occur. The chemicals are quite expensive but do not require fencing off the pond to keep the public out. The District will continue to monitor this pond, no chemical treatment is planned at this time.

The County’s Environmental Health Division inspected two of the District’s pump stations; the Main Pump Station and MC-10. No violations were cited.

District’s consultant and staff inspected several pump stations to evaluate the possibilities of adding backup generator ports (District would rent generators and connect through these ports) and Supervisory Control and Data Acquisition (SCADA) or automated controls. Report forthcoming.

Staff continue to work with Dept. of Fish and Wildlife (DFW) to finalize permit requirements for the Blacker Canal Slope rehabilitation Project. District Staff and consultants are countering mitigation requirements and have invited DFW to visit the site in person so that they understand the project better. Tree mitigation is one of the major sticking points. DFW wants the District to mitigate non-native trees and the same ratio as native trees.

Construction of Blacker Canal proposed for summer 2024 but will more than likely need two years to construct.

Staff met with USACE, CVFPB, and DWR for the repair of the slip outs along the landside of the Deep Water Ship Channel caused by winter storms in January 2023. The USACE plans to have the repairs done by November 2024 under the PL 84-99 program. Bi-weekly meetings have been scheduled to keep District apprised of progress.

FEMA/Cal-OES and Staff completed the analysis for debris cleanup, electrical, and fuel overages for the pump stations in conjunction with the disaster declaration from winter 2022/23. Damages to the Main Canal and eastern portion of Blacker Canal are being reviewed.

Enty No. 9 - Trustee Comments

An inquiry was made as to which Trustee would act as Vice President during board meetings in the absence of the President.

Older board meeting agendas will be utilized in determining the outcome.

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

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

Entry No. 10 – Adjourn

The meeting adjourned at 6:27 PM.

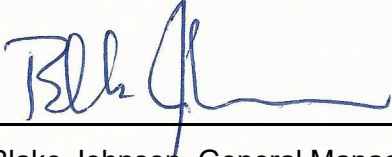
MOTION: Guerrero SECOND: Alcalá AYES: Sulpizio Hull, Early, Alcalá, Guerrero

NOES: None

ABSTAIN: None

ABSENT: Orozco

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

A handwritten signature in blue ink, appearing to read "Blake Johnson", is written over a light yellow rectangular background. The signature is fluid and cursive.

Blake Johnson, General Manager/Secretary

Reclamation District 900

MEETING DATE: June 26, 2024

ITEM # 8



SUBJECT:

CONSIDERATION OF ADOPTION OF THE RECLAMATION DISTRICT 900 FISCAL YEAR 2024/25 OPERATIONS & MAINTENANCE BUDGET

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 (District) Board of Trustees (Board) to adopt the District Operations & Maintenance Budget for Fiscal Year (FY) 2024/25.

RECOMMENDED ACTION

Staff respectfully recommends that the Board adopt the District FY 2024/25 Operations & Maintenance Budget.

BACKGROUND

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

ANALYSIS

Revenue is expected to decrease slightly from the 2023/2024 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). A 1.84% increase will be recommended for the annual drainage assessment.

Expenses are also expected to increase as vacant positions have all been filled (9 full time and 1 part time employees) and for costs associated with the new corporation yard.

Insurance, electrical, and fuel costs have gone up and have been increased for the 2024/25 year.

Capital improvement projects will be brought in front of the Board for approval during our July 2024 Board meeting.

SALARY ADJUSTMENTS

The RD 900 Budget Committee met twice to discuss the 2024/25 budget and salaries. The Proposed 2024/25 budget shows a proposed budget with no salary increases and a proposed budget with a 5% salary increase and added benefits (vision, short/long term disability, and life insurance).

Staff have received documentation from the City of West Sacramento to prepare a Comparable Survey for salary adjustments. Staff will compare salary and benefits to the City of West Sacramento, RD 1000, and the American River Flood Control District.

Alternatives

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

Coordination and Review

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

Budget/Cost Impact

The 2024/25 O&M budget recommendations as detailed in this report and attachments, excluding Capital Improvement allocations represent a net increase in the fund balance of approximately \$1.5 to \$1.6 million (depending on salary increases) to be used for capital improvement projects. Capital Improvement projects and budget will be brought before the Board at the next meeting.

ATTACHMENTS

1. 2024-2025 Operations and Maintenance Budget with comments
2. Salary adjustment effects to Operations & Maintenance Surplus

	July '23-March '24	Projected	Total	Budget '23-'24	Variance	2024-2025 Proposed Budget	2024-2025 Proposed Budget with 5% Salary increase and Additional Benefits	NOTE #
Income								
4000 RD 900 Assessments	2,577,572		2,577,572	2,565,806	11,766	\$2,665,576	\$2,665,576	1
RD 537	79,334		79,334	80,921	(1,587)	\$79,334	\$79,334	2
Total 4000 RD 900 Assessments	2,656,906	-	2,656,906	2,646,727	10,179	\$2,744,910	\$2,744,910	
4010 WSAFCA	782,060		782,060	782,060	-	\$797,701	\$797,701	3
RD 537 WSAFCA	64,405		64,405	64,405	-	\$65,693	\$65,693	4
Total 4010 WSAFCA	846,465	-	846,465	846,465	-	\$863,394	\$863,394	
4020 Interest Income	142,634	35,000	177,634	55,000	122,634	\$120,000	\$120,000	5
4100 Funding Agreements			-		-			
4130 FEMA	12,338	10,698	23,036	100,000	(76,964)	\$100,000	\$100,000	6
Total 4100 Funding Agreements	12,338	10,698	23,036	100,000	(76,964)	\$100,000	\$100,000	
4110 WUSD Maint Fee		7,000	7,000	7,000	-	\$7,000	\$7,000	7
4111 RD 811 Power Reimbursement	15,989		15,989	8,000	7,989	\$10,000	\$10,000	8
4115 Developer Fee Storm Drain		9,750	9,750	9,750	-	\$9,750	\$9,750	9
4120 DWR		91,911	91,911	185,000	(93,089)	\$104,500	\$104,500	10
4200 Miscellaneous	164	1,617	1,781		1,781	\$0	\$0	11
4300 Retiree Healthcare	4,252	(1,500)	2,752	6,500	(3,748)	\$6,500	\$6,500	12
4400 Unrealized Gains from Investments		321,044	321,044		321,044	\$0	\$0	13
Total Income	3,678,746	475,520	4,154,266	3,864,442	289,824	\$3,966,054	\$3,966,054	
Expenses								
5000 Administrative			-		-			
5005 Bad Debt			-		-	\$5,000	\$5,000	14
5010 Permits & Fees	32,821	2,000	34,821	35,000	(179)	\$40,000	\$40,000	15
5011 Assessments Paid	11,943	-	11,943	10,000	1,943	\$14,000	\$14,000	16
5020 Memberships	7,176	2,812	9,988	13,000	(3,012)	\$15,000	\$15,000	17
5030 Liability/Auto Insurance	62,462	23,423	85,885	95,000	(9,115)	\$120,000	\$120,000	18
5040 Professional Fees			-		-			
5041 Legal	13,346	20,000	33,346	40,000	(6,654)	\$40,000	\$40,000	19
5042 Assessments	19,696	1,462	21,158	25,000	(3,842)	\$25,000	\$25,000	20
5043 Accounting & Payroll	24,802	13,300	38,102	45,000	(6,898)	\$50,000	\$50,000	21
5044 City Shared Service			-	10,000	(10,000)	\$10,000	\$10,000	22
5045 Document Management			-	15,000	(15,000)	\$0	\$0	23
Total 5040 Professional Fees	57,844	34,762	92,606	135,000	(42,394)	\$125,000	\$125,000	
5050 Office			-		-			
5052 Utilities	9,758	1,643	11,401	15,000	(3,599)	\$15,000	\$15,000	24
5053 Janitorial & Cleaning Supplies	2,829	918	3,747	4,000	(253)	\$4,000	\$4,000	25
5054 Supplies & Software	10,591	4,204	14,795	10,000	4,795	\$15,000	\$15,000	26
5055 Office Equipment	4,509	1,118	5,627	5,000	627	\$10,000	\$10,000	27
5056 Furnishing	1,775	218	1,993	10,000	(8,007)	\$10,000	\$10,000	28

5057 Other	12,219	390	12,609	4,000	8,609	\$2,000	\$2,000	29
Total 5050 Office	41,682	8,491	50,173	48,000	2,173	\$56,000	\$56,000	
Total 5000 Administrative	213,927	71,488	285,415	336,000	(50,585)	\$375,000	\$375,000	
5200 Labor & Related			-		-			
5210 Compensation			-		-			
5211 Administrative Salary	170,864	57,297	228,161	351,170	(123,009)	\$354,000	\$372,632	30
5212 Field Salaries	220,956	73,359	294,315	385,346	(91,031)	\$532,942	\$560,992	31
5213 OT/Emergencies		-	-	8,000	(8,000)	\$8,000	\$8,000	32
5214 Payroll Taxes	30,398	9,740	40,138	58,921	(18,783)	\$89,000	\$95,000	33
5217 Cellphone Stipend						\$5,500	\$5,500	34
Total 5210 Compensation	422,218	144,059	562,614	803,437	(240,823)	\$989,442	\$1,042,124	
5220 Benefits			-		-			
5221 Medical Insurance	80,539	18,289	98,828	130,000	(31,172)	\$145,000	\$145,000	35
5222 Dental Insurance	4,490	1,448	5,938	6,000	(62)	\$7,000	\$7,000	36
5223 Retiree Medical	20,028	(21,781)	(1,753)	32,500	(34,253)	\$35,000	\$35,000	37
5224 Retirement	51,331	(6,472)	44,859	100,000	(55,141)	\$133,000	\$133,000	38
5225 Vision Insurance							\$2,500	39
5226 ST/LT Disability Insurance							\$2,500	40
5227 Life Insurance							\$1,000	41
Total 5220 Benefits	156,388	(8,516)	147,872	268,500	(120,628)	\$320,000	\$326,000	
5260 Workers Comp	9,277	4,811	14,088	31,200	(17,112)	\$45,000	\$47,000	42
5270 Uniforms	2,990	1,341	4,331	6,000	(1,669)	\$7,000	\$7,000	43
5280 Training & Licensing	279		279	5,000	(4,721)	\$5,000	\$5,000	44
Total 5200 Labor & Related	591,152	141,695	729,184	1,114,137	(384,953)	\$1,366,442	\$1,427,124	
5400 Operations & Maintenance			-		-			
5410 Facilities (Pump Stations)			-		-			
5411 Power	131,166	62,203	193,369	200,000	(6,631)	\$215,000	\$215,000	45
5412 Fuel				10,000	(10,000)	\$10,000	\$10,000	46
5413 Supplies/Materials	13,875	2,659	16,534	20,000	(3,466)	\$25,000	\$25,000	47
5414 Repairs				15,000	(15,000)	\$15,000	\$15,000	48
5415 Equipment & Tools	232	18,000	18,232	20,000	(1,768)	\$20,000	\$20,000	49
Total 5410 Facilities	145,272	82,862	228,134	265,000	(36,866)	\$285,000	\$285,000	
5420 Herbicide	15,971	15,762	31,733	55,000	(23,267)	\$55,000	\$55,000	50
5430 Field Services	2,070		2,070	60,000	(57,930)	\$30,000	\$30,000	51
5440 Debris and Trash Disposal	11,066	2,053	13,119	15,000	(1,881)	\$15,000	\$15,000	52
5450 Professional Fees- Maint.			-		-			
5451 Pesticide	11,352	3,500	14,852	15,000	(148)	\$18,000	\$18,000	53
5452 Engineering	15,319	3,500	18,819	19,000	(181)	\$25,000	\$25,000	54
5453 Other	1,153	1,800	2,953	3,000	(48)	\$20,000	\$20,000	55
Total 5450 Professional Fees- Maint.	27,824	8,800	36,624	37,000	(377)	\$63,000	\$63,000	
5460 Equipment			-		-			
5461 Fuel	24,553	24,000	48,553	50,000	(1,447)	\$50,000	\$50,000	56
5462 Repair/Service	22,724	19,000	41,724	42,500	(776)	\$45,000	\$45,000	57
5463 Parts/Supplies	19,085	13,000	32,085	32,500	(415)	\$35,000	\$35,000	58
5464 Rentals	82	8,000	8,082	16,000	(7,918)	\$15,000	\$15,000	59

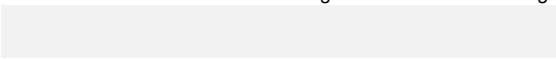
Total 5460 Equipment	66,444	64,000	130,444	141,000	(10,556)	\$145,000	\$145,000
Total 5400 Operations & Maintenance	268,647	173,477	442,124	573,000	(130,876)	\$593,000	\$593,000
Total O&M Expenses	1,073,727	386,660	1,456,724	2,023,137	(566,413)	\$2,334,442	\$2,395,124
O&M Surplus/Deficit	2,605,020	88,860	2,697,543	1,841,305	856,238	\$1,631,612	\$1,570,930

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61

NOTES:

- 1 Drainage assessment from landowners (assumes 1.84% increase for 24/25 as shown on Assessment Escalation Evaluation))
- 2 Drainage assessment from landowners in the old RD537 area
- 3 Assessment from WSAFCA for levee maintenance (assumes 2% increase for 24/25)
- 4 Assessment from WSAFCA for RD537 area (assumes 2% increase)
- 5 Average Investment Interest earnings from Net Income balance (averaged over 5 years)
- 6 FEMA Reimbursement for Grant (Blacker Canal)
- 7 Maintenance of school detention pond
- 8 funds from city for old RD811 area. 51% reimbursement of PGE pumping costs
- 9 Maintenance of drainage facility encroached on by developer
- 10 FMAP Reimbursement (DWR) for maintenance - variance due to calendar yr vs. FY
- 11 Misc, refund, credit
- 12 Retiree fees due to the District
- 13 Investment gains or losses that have not been realized/sold. Not part of the O&M
- 14 hand billed assessments not paid
- 15 Air Quality, Water Quality, Environment Health (fees for District Pump Stations), admin costs for medical/dental, DMV
- 16 Property Flood Assessment fees (District pays fees to WSAFCA)
- 17 CA Special Dist. Assoc, West Sac. Chamber of Commerce, Calif. Assoc of Mutual Water Companies, PAPA (training)
- 18 Insurance increase appr. 20% for 24/25 (equip. lose/industry increase)
- 19 Legal Counsel for District
- 20 Consultant fees for drainage assessment (LWA and LM)
- 21 Accounting/Audit consultants/Paylocity
- 22 City staff supporting District
- 23 Digitizing files of District Documents
- 24 PG&E electric and gas (Drever St, first full year in building)
- 25 Janitorial service
- 26 Software (Office, dropbox, adobe, docusign), paper, office supplies
- 27 Computers/monitors/printers for AGM vacant position
- 28 furnishing for office/replacement furnishings for new hire
- 29 Misc. office expense
- 30 Incl. GM, AGM, Secretary + 5% COLA (Not officially approved by Board) at max. rate
- 31 Incl. Superintendent, 6 Staff + 5% COLA (Not officially approved by Board) at max. rate
- 32 Overtime for emergency needs
- 33 payroll taxes for 9 employes (estimate 10% of all salaries)
- 34 Cellphone stipend for 9 employees
- 35 Medical costs for 9 staff members
- 36 Dental costs for staff 9 staff members
- 37 District pays medical for retirees
- 38 District pays into retirement for current and future employees
- 39 Vision insurance for 9 employees
- 40 Short and Long term Disability for 9 employees
- 41 Life insurance for 9 employees (\$50k)
- 42 For 9 employees (estimate 5% of all employee salaries)
- 43 Maintenance staff clothing/cleaning
- 44 Necessary training for staff

45 PG&E (electric power) for pumpstations
46 Diesel Fuel for pumps/generators
47 Supplies for garage at main office and pump stations
48 Repairs at pump stations
49 Equipment for shops (main office)
50 Herbicide chemicals
51 Contractor support for operation and maintenance (tree removal, rodent management)
52 Republic Disposal Service (large trash bin)
53 Consultant, monitors chemicals and water quality
54 MHM, District Engineer
55 Misc. services not covered elsewhere (includes California Conservation Corps)
56 fuel for vehicles
57 vehicle repairs/service
58 vehicle parts
59 rental equipment/vehicles
60 Includes 9 employees (with salary increases) , increases in insurance, electricity, fuel
61 Previous budgets included unrealized gains from investments, the 24/25 budget does not.



Salary Increase Effects to Operations & Maintenance Surplus

	2024-2025 Proposed Budget (no salary adjustments)	2024-2025 Proposed Budget with 3% Salary increase and Additional Benefits	2024-2025 Proposed Budget with 5% Salary increase and Additional Benefits	2024-2025 Proposed Budget with 7% Salary increase and Additional Benefits	2024-2025 Proposed Budget with 10% Salary increase and Additional Benefits	NOTES
Total Income	\$3,966,054	\$3,966,054	\$3,966,054	\$3,966,054	\$3,966,054	1
5200 Labor & Related						
5210 Compensation						
5211 Administrative Salary	\$354,000	\$364,620	\$372,632	\$378,780	\$389,400	2
5212 Field Salaries	\$532,942	\$548,930	\$560,992	\$570,248	\$586,236	3
5213 OT/Emergencies	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	
5214 Payroll Taxes	\$89,000	\$91,000	\$95,000	\$96,000	\$98,000	4
5217 Cellphone Stipend	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	
Total 5210 Compensation	\$989,442	\$1,018,050	\$1,042,124	\$1,058,528	\$1,087,136	
5220 Benefits						
5225 Vision Insurance		\$2,500	\$2,500	\$2,500	\$2,500	5
5226 ST/LT Disability Insurance		\$2,500	\$2,500	\$2,500	\$2,500	6
5227 Life Insurance		\$1,000	\$1,000	\$1,000	\$1,000	7
5260 Workers Comp	\$45,000	\$46,000	\$47,000	\$48,000	\$49,000	8
Total O&M Expenses	\$2,334,442	\$2,370,050	\$2,395,124	\$2,412,528	\$2,442,136	9
O&M Surplus	\$1,631,612	\$1,596,004	\$1,570,930	\$1,553,526	\$1,523,918	10

NOTE:

- 1 Total Income (does not change)
- 2 Increase to budget: \$10,600 to \$35,400
- 3 Increase to budget: \$12,000 to \$53,300
- 4 Payroll taxes estimated at 10% of labor
- 5 Added benefit
- 6 Added benefit
- 7 Added benefit
- 8 Workers Comp estimated at 5% of labor
- 9 Total Operations & Maintenance Expense (includes all categories as shown on the 2024/25 Draft Budget)
- 10 Surplus funds for Treasury and/or Capital Improvement Projects for FY 2024/25