

**AGENDA
BOARD MEETING OF RECLAMATION DISTRICT 900**

JULY 17, 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, 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 RESOLUTION 2024-07-01 AUTHORIZING THE GENERAL MANAGER TO SUBMIT A PROPOSAL TO THE CENTRAL VALLEY FLOOD PROTECTION BOARD FOR THE FLOOD MAINTENANCE ASSISTANCE PROGRAM.
Comment: This item seeks Board authorization for the General Manager to submit a proposal the Central Valley Flood Protection Board for the Flood Maintenance Assistance Program.
- 3. CONSIDERATION OF AUTHORIZATION AND SUBMISSION OF THE SPECIAL DISTRICTS AND OTHER AGENCIES AUTHORIZATION AND SIGNING AUTHORITY FORMS TO YOLO COUNTY FOR FY 2024-2025.
Comment: This item seeks Board adoption for the General Manager to submit Signing Authority Forms to Yolo County.
- 4. CONSIDERATION OF APPROVAL OF THE JUNE 26, 2024 SPECIAL BOARD MEETING MINUTES

REGULAR AGENDA – PART III

- 5. CONSIDERATION OF AWARDING A CONSTRUCTION CONTRACT BETWEEN RECLAMATION DISTRICT NO. 900 AND THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER FOR THE BLACKER CANAL SLOPE REHABILITATION PROJECT ISSUED FOR BID MAY 29, 2024
- 6. CONSIDERATION OF ENTERING INTO A TEMPORARY CONSTRUCTION EASEMENT BETWEEN RECLAMATION DISTRICT NO. 900 AND MAO GE BASCOM LLC, FOR CONSTRUCTION OF THE BLACKER CANAL SLOPE REHABILITATION PROJECT.
- 7. GENERAL MANAGER UPDATES
- 8. TRUSTEE COMMENTS
- 9. ADJOURN

I, Blake Johnson, General Manager/Secretary, declare under penalty of perjury that the foregoing agenda for the July 17, 2024 meeting of Reclamation District 900 was posted on July 12, 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 - May '24 Financials**

	Current FY as of April '24	May '24	Total
Revenue			
4000 Assessments	2,656,906	-	2,656,906
4010 WSAFCA	846,465	-	846,465
4020 Interest Income	261,842	-	261,842
4100 Funding Agreements	113,769	7,000	120,769
4111 RD 811 Power Reimbursement	15,989	-	15,989
4115 Developer Fee Storm Drain		9,750	9,750
4200 Miscellaneous	164	-	164
4300 Retiree Healthcare	4,252	-	4,252
Total Revenue	3,899,387	16,750	3,916,137
Expenditures			
5000 Administrative	249,947	30,377	280,324
5200 Labor & Related	672,753	72,664	745,417
5400 Operations & Maintenance	317,707	49,543	367,250
6000 Repair Replacements & Rehab	676,514	4,738	681,252
Total Expenditures	1,916,921	157,322	2,074,243
Change in Fund Balances	1,982,466	(140,572)	1,841,894

Revenue
4000 Assessments
4010 WSAFCA
4020 Interest Income
4100 Funding Agreements
4111 RD 811 Power Reimbursement
4115 Developer Fee Storm Drain
4200 Miscellaneous
4300 Retiree Healthcare
Total Revenue

Expenditures
5000 Administrative
5200 Labor & Related
5400 Operations & Maintenance
6000 Repair Replacements & Rehab
Total Expenditures
Change in Fund Balances

For Management Use Only

MEETING DATE: July 17, 2024		ITEM # 2	
 SUBJECT: CONSIDERATION OF AUTHORIZATION AND SUBMISSION OF THE SPECIAL DISTRICTS AND OTHER AGENCIES AUTHORIZATION AND SIGNING AUTHORITY FORMS TO YOLO COUNTY FOR FY 2024-2025			
INITIATED OR REQUESTED BY:		REPORT COORDINATED OR PREPARED BY:	
<input type="checkbox"/> Board <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 obtain the Reclamation District 900 (District) Board of Trustees (Board) approval for the General Manager to file forms with Yolo County.

RECOMMENDED ACTION

Staff respectfully recommends that the Board:

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

BACKGROUND

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

ANALYSIS

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

Staff recommends adding the Assistant General Manager as a signatory to allow for uninterrupted financial services when the General Manager is unavailable. This is a revision from the past annual period during which the District did not have an Assistant General Manager so the Board President was an authorized signatory. The Board President will no longer serve as a signatory.

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

ALTERNATIVES

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

COORDINATION AND REVIEW

This item was coordinated with District Counsel.

BUDGET/COST IMPACT

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


ATTACHMENTS

Special Districts and Other Agencies Authorization Form

Special Districts and Other Agencies Authorization Form - FY 2024-2025

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

Fund: 7130
 District Name: Reclamation District 900
 PO Box 673 889 Drever Street, West Sacramento, CA 95691
 Phone number: 916-371-1483
 Contact: Blake Johnson

1	3	5	7	8	9	AUTHORIZED SIGNATURE OF EMPLOYEE
PICK UP GENERAL CHECKS	GENERAL CLAIMS APRVL	DEPOSIT APRVL	JE/TSF DOC. APRVL	BUDGET MOD. APRVL		
X	X	X	X	X		Signature: Print: BLAKE JOHNSON
X	X	X				Signature: Print: ERIN MCGILLIAN
X	X	X				Signature:  Print: LINDA MASSARO
						Signature: Print:
						Signature: Print:
						Signature: Print:
						Signature: Print:
						Signature: Print:

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

Board Chairman Signature	Date	Board Member Signature	Date
Martha Guerrero Print Name:		Dawnte Early Print Name:	
Board Member Signature:	Date	Board Member Signature:	Date
Norma Alcala Print Name:		Print Name:	
Board Member Signature:	Date	Board Member Signature:	Date
Quirina Orozco Print Name:		Print Name:	
Board Member Signature:	Date	Board Member Signature:	Date
Verna Supizio Hull Print Name:		Print Name:	

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

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

Mailing Address

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

List all Governing Board Members as of June, 30, 2024.

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

Other Key Officials as of June 30, 2023

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

Independent Auditor

Firm Name

CROPPER ACCOUNTANCY CORP.

First Name	Middle Initial	Last Name	Phone No.
<u>MARY ANN</u>		<u>CROPPER</u>	<u>925-932-3860</u>

MEETING DATE: July 17, 2024

ITEM # 1



SUBJECT:

CONSIDERATION OF RESOLUTION 2024-07-01 AUTHORIZING THE GENERAL MANAGER TO SUBMIT A PROPOSAL TO THE CENTRAL VALLEY FLOOD PROTECTION BOARD FOR THE FLOOD MAINTENANCE ASSISTANCE PROGRAM

INITIATED OR REQUESTED BY:

Council 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 obtain the Reclamation District 900 (District) Board of Trustees (Board) authorize the General Manager to submit a proposal to the Central Valley Flood Protection Board (CVFPB) for the Flood Maintenance Assistance Program (FMAP).

RECOMMENDED ACTION

Staff respectfully recommends that the Board:

- 1) Authorize the General Manager to submit a proposal to the CVFPB for the FMAP.

BACKGROUND

The FMAP is a program that provides state funds to Local Maintaining Agencies (LMAs) for eligible maintenance activities with a focus in helping LMAs obtain acceptable maintenance of State Plan of Flood Control facilities (levees, channels, and structures). This marks the fifth consecutive year that FMAP will provide funding to the District. Participation in the program is voluntary and the LMA must be in compliance with PL 84-99 and have in place a System Wide Investment Framework (SWIF), or approved SWIF Letter of Intent (LOI) for its levee system.

The West Sacramento Area Flood Control Agency, on behalf of the District and State Maintenance Area 4, has an approved LOI for the West Sacramento Levee System and is in the final stages of review/approval with the Army Corps of Engineers for the SWIF.

ANALYSIS

The District has participated in FMAP in the previous five years and was successful in securing \$490,000 in FY 18/19, \$189,000 in FY 19/20, \$205,100 in FY 20/21, \$350,000 in FY 21/22, \$185,000 in FY 22/23, and \$296,100 for FY 23/24 for a total \$1,715,200 to date. The funds during previous iterations of the program were allowed to be used for the purchase of equipment to perform/enhance Operation & Maintenance (O&M) activities, which allowed the District to expand and modernize its operational capacity without affecting its O&M budget. The funds have also been used to perform activities such as vegetation management and minor slope repairs that were noted as deficient in periodic and annual inspections. This is in addition to portions of the funds that were used to offset routine maintenance costs.

District staff and consultant are currently working on FY 24/25 FMAP funding. The authorization requested in this report is required for obtaining FY 24/25 funding.

Alternatives

The recommendation is that the Board approve Resolution 2024-07-01 and authorize the General Manager to submit the District's FMAP proposal. The alternative would be to not authorize the proposal. This alternative is not recommended as the District would forego an opportunity to receive grant funds and to leverage/maximize O&M activities.

Coordination and Review

This report was prepared in coordination with District counsel.

Budget/Cost Impact

This requires minimal staff time to administer the agreement.

ATTACHMENT

1. Attachment B, Local Maintaining Agency Authorizing Resolution No. 2024-07-01
2. Attachment C, Attorney Certification

ATTACHMENT C

Attorney Certification

(The Applicant's attorney shall answer the following questions regarding this proposal and where indicated, shall cite statutory authority or other references.)

- Is the Applicant a political subdivision of the State of California? Yes No

Citation: Cal. Uncod. Water Deerings, Act 910, section 1, et seq.; Cal. Water Code, section 50001.

- Does the Applicant have legal authority to enter into a Funding Agreement with the State of California? Yes No

Citation: Cal. Water Code, section 50900.

- What steps are required by law for the Applicant to sign a Funding Agreement with the State?

Reclamation District 900 may sign a Funding Agreement with the State after approval and authorization of the Funding Agreement by Resolution of the District's Board of Trustees.

Citation: Cal. Water Code, sections 50650, 50651, 50652.

- What is the statutory authority under which the Applicant may obtain funds for the purpose, amount, and duration requested?

Citation: Cal. Water Code, sections 50900, 50932.

- What is the statutory authority under which the Applicant was formed and is authorized to operate?

Citation: Cal. Uncod. Water Deerings, Act 910, section 1, et seq., Cal Water Code, section 50001.

- Is the Applicant required to hold an election before entering into a funding contract with the State? Yes No

Citation: Elections required only for board membership and certain bonds.

See, Cal. Water Code, sections 50700 through 50817.

ATTACHMENT B

**Local Maintaining Agency Authorizing Resolution
Resolution No. 2024-07-01**

A Resolution by the **Board of Directors of Reclamation District 900** authorizing a proposal for funding from the Department of Water Resources and Designating a Representative of Execute the Agreement and any Amendments thereto, for the **2024-FMAP-RD900-01** Project

WHEREAS, the **Reclamation District 900** is a California Public Agency with responsibility for flood maintenance and right-of-way authority of the Project facilities;

WHEREAS, the **Reclamation District 900** acknowledges that it must submit a new operations, maintenance, repair, rehabilitation, and replacement agreement with the Central Valley Flood Protection Board prior to the receipt of Flood Maintenance Assistance Program fund;

WHEREAS, the **Reclamation District 900** is authorized to enter into an agreement with the Department of Water Resources and the State of California;

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

1. That pursuant and subject to all the terms and conditions of the Budget Act of 2024, the **Board of Directors** authorize the **General Manager, or** designee, to execute the funding agreement with the Department of Water Resources and any amendments thereto.
2. That the **General Manager, or** designee, shall prepare the necessary data, make investigations, and take other such actions as necessary and appropriate to obtain funding for the **2024-FMAP-RD900-01** Project.

CERTIFICATION

I, hereby, certify that the foregoing Resolution No. 2024-07-01 was duly and regularly adopted by the **Board of Directors** of the **Reclamation District 900** at the meeting held on July 17, 2024, motion by _____ and seconded by _____, motion passed by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Martha Guerrero, President
Reclamation District 900

Attest: _____
Ralph Nevis, RD 900 Attorney

- Will an agreement between the Applicant and the State be subject to review and approval by other governmental agencies? Yes No

Identify all such agencies:

Not applicable.

Citation: Not applicable.

- Describe any pending litigation that impacts the financial condition of the Applicant or the operation of flood management facilities. If none is pending, so state.

There is no such pending litigation.

- Does the Applicant have legal authority and jurisdiction to implement a flood control program? Yes No

Citation: Cal. Water Code, sections 50013, 50900, 50930-50933.

I certify that I am a duly qualified and licensed attorney in California representing the Applicant Agency and that I have answered the questions on this page and the preceding page to the best of my knowledge.

By _____ Date _____
(Signature of Applicant Agency's Attorney)

(Printed Name of Applicant Agency's Attorney and Title) *(Bar No.)*

(Name of Applicant Agency)

**RD 900 BOARD MEETING
RECLAMATION DISTRICT 900
June 26, 2024
Minutes**

The Regular Board meeting was called to order at 5:37 PM by President Guerrero. Also in attendance at the meeting were: Trustees Alcalá, Orozco, and Sulpizio Hull, General Manager Johnson, and District Counsel Tom Henry (in for Ralph 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 of Adoption of Resolutions 2024-06-01 and 2024-06-02 determining RD 900 drainage assessments and collection through Yolo County Secured Tax Roll for fiscal year 2024-25.

Entry No. 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..

Entry No. 4 – Consideration to endorse the Central Valley Flood Protection Board encroachment permit for PG&E's Sacramento River Crossings Replacement Project.

Entry No. 5 - Consideration of encroachment permit for PDF Development V, LLC.

Entry No. 6 – Consideration to enter into a local cooperation agreement with the Central Valley Flood Protection Board for PL84-99 Rehabilitation Assistance Program Work.

Entry No. 7 – Consideration of adoption of Reclamation District 900's Workplace Violence Prevention Plan.

Entry No. 8 – Consideration of approval of the May 15, 2024 meeting minutes.

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

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

REGULAR AGENDA – PART III

Entry No. 9 –2024-2025 Budget and Salaries.

The FY 2024-2025 Budget was approved with no additional inquiries or discrepancies.

Employees were granted a 5% COLA increase in their salaries to offset the current cost of living, as well as approval for the following benefit additions: \$50/ month cell phone stipend, vision insurance, short/ long-term disability insurance, and life insurance.

Discussion on additional COLA increases and if salaries were near going rates of nearby Districts. GM will bring salary survey to an upcoming Board meeting for additional comparisons.

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

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

Entry No. 10 –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. 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.

DFW should have responded to the District by mid-April.

Construction of Blacker Canal proposed for summer 2024. This will now be a two-year project.

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. Damages to the Main Canal and eastern portion of Blacker Canal are being reviewed.

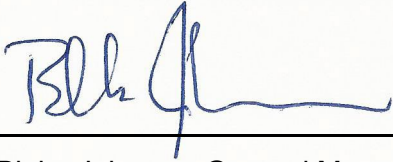
Entry No. 11 - Trustee Comments

Discussion from May 15, 2024 Board Meeting: An inquiry was made as to which Trustee would act as Vice President during board meetings in the absence of the President.

Dawnte Early is Mayor Pro Tem for the City of West Sacramento; the City of West Sacramento’s City Council the RD 900 Board. Ms. Early is therefore Vice President of the RD 900 Board.

Entry No. 12 – Adjourn

The meeting adjourned at 6:04 PM.

A handwritten signature in blue ink, appearing to read "Blake Johnson", is written over a horizontal line. The signature is cursive and somewhat stylized.

Blake Johnson, General Manager/Secretary
Reclamation District 900

RECLAMATION DISTRICT 900**AGENDA REPORT****MEETING DATE:** July 17, 2024**ITEM # 5****SUBJECT:**

**CONSIDERATION OF AWARDING A CONSTRUCTION CONTRACT BETWEEN
RECLAMATION DISTRICT NO. 900 AND THE LOWEST RESPONSIVE, RESPONSIBLE
BIDDER FOR THE BLACKER CANAL SLOPE REHABILITATION PROJECT ISSUED FOR
BID MAY 29, 2024**

INITIATED OR REQUESTED BY:

Council 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 discuss and obtain Reclamation District 900 (District) Board of Trustees (Board) approval to execute a contract with Odin Environmental Solutions LLC (Odin) for the Blacker Canal Slope Rehabilitation Project.

BACKGROUND

The Blacker Canal Slope Rehabilitation Project (Project) is located along Blacker Canal between Jefferson Boulevard and the Reclamation District 900 (RD900) Main Drainage Canal. The 4.53-acre Project Area (3,000 feet long) includes the south bank of Blacker Canal between Jefferson Boulevard and Linden Road, both the north and south banks between Linden Road and the RD900 Main Drainage Canal. The erosion of the canal banks has limited the District's access to maintain the canal. If the canal is not repaired, the erosion of the canal may impact homeowner fencing and yards that are adjacent to the canal.

This project will restore the integrity of the Blacker canal banks and allow the District to access and maintain the canal. This project will also prevent erosion and loss of private property.

The design of this project started in 2015. The District received a grant from FEMA in approximately 2017 for \$1.1 million to assist with funding this project.

This project was delayed for a variety of reasons; staff turnover, COVID, and regulatory permitting. The 7-year delay has significantly impacted overall costs.

Staff and consultants requested additional funding from FEMA but were not successful in our request. This grant funding expires June 2025. All construction work must be completed to be reimbursed.

Plans, specifications and bid package were prepared for the District by MHM, Inc. The project was advertised for bid on May 29, 2024 and bids were opened July 10, 2024.

ANALYSIS OF COSTS

Three bids were received ranging from \$4,334,842.00 to \$5,088,438.00. Staff and consultant have reviewed Odin's proposal and have determined that Odin is the low, responsible and responsive bidder. A summary of the bids is provided below.

Bid Summary

FIRM	BID
Odin	\$4,334,842.00
Dutch Contracting	\$4,602,923.00
T & S Construction	\$5,088,438.00
Engineer's Estimate	\$3,200,000 to \$3,800,000

To complete this project, additional costs for the project include:

Construction Contract:	\$4,334,842.00
City of West Sacramento Tree Permit:	\$203,000.00
California Department of Fish and Wildlife (1602):	\$306,000.00 (San Antonio Mitigation Bank)
Environmental Inspection:	\$160,000.00
Construction Management:	\$200,000.00
Staging Area, Construction Equipment/Personnel:	<u>\$ 70,000.00</u>

Additional Costs:	\$5,273,842.00
FEMA Grant Reimbursement:	<u>{\$854,000.00}</u>

Approximate Costs to Complete Project: \$4,419,842.00

Alternatives

1. Execute contract with Odin.
2. Reject all bids.
3. Re-bid project giving ample time for construction. District would lose FEMA funding.
4. Truncate project limits. District would lose FEMA funding.
5. Re-design project.

Coordination and Review

This report was prepared in coordination with District Counsel.

ATTACHMENT

1. Construction Contract

FO-1
AGREEMENT

Contract No. SM-BD-2024-01

THIS AGREEMENT made and entered into this 17th day of July 2024, between the RECLAMATION DISTRICT NO. 900, a joint exercise of powers agency established pursuant to the laws of the State of California, hereinafter referred to as "RD 900", and Odin Environmental Solutions LLC, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the Governing Board of said RD 900 heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and did approve and adopt said plans and specifications; and

WHEREAS, the Governing Board of RD 900 did cause to be published for the time and in the manner required by law, a Notice inviting sealed bids for the performance of said work; and

WHEREAS, the Contractor, in response to such Notice, submitted to the Governing Board of said RD 900 within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the Governing Board of RD 900 publicly opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said work, and said Governing Board of RD 900, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said work and award to Contractor a contract therefore.

NOW, THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

1. **CONTRACT DOCUMENTS**

The following documents are by this reference incorporated in and made a part of this Agreement: The General Specifications; the Special Provisions; the Technical Specifications; the Standard Forms Specifications; the contract drawings; all addenda; the Notice to Contractors; the Bid Form and all attachments thereto; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

2. **SCOPE OF WORK**

The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. SM-BD-2024-01 – Blacker Drainage Canal Slope Rehabilitation Project, Yolo County, California, as provided for and set forth in said plans and specifications, or in either of them, which said plans and specifications are hereby referred to and by such reference incorporated herein and made a part of this Agreement.

All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Engineer of RD 900, or the Engineer's authorized agent or assistant, who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with said plans and specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

3. **COMPLETION**

Said work shall be completed and ready for final acceptance pursuant to Section 7-22 of the General Specifications.

4. **PAYMENT**

Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid of Contractor. Said bid containing, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified.

RD 900 agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: four million three hundred thirty-four thousand eight hundred forty two Dollars (\$4,334,842.00).

Said sum shall be paid in accordance with Section 8 of these Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

5. **PREVAILING WAGES**

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California (Sections 1720-1781), not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers, and mechanics employed in the execution of said work by Contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the

Director of the California Department of Industrial Relations is filed with, and available for inspection, at the office of the Labor Compliance Program.

Contractor shall comply with Section 1771.5 of the California Labor Code. A copy of the minimum wage rates, as established by the U.S. Secretary of Labor, is included in the Reference section of the Specifications and copies of the prevailing rate of per diem wages, as determined by the Director of the California Department of Industrial Relations, are on file at the office of the Labor Compliance Program, 9700 Goethe Road, Suite D, Sacramento CA 95827 (916-875-2711).

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and by the U.S. Secretary of Labor.

6. **INSURANCE**

The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, Workers' Compensation, and such other insurance as required by the specifications.

7. **WORKERS' COMPENSATION CERTIFICATION**

By execution of this Agreement, the Contractor certifies as follows:

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

8. **PERFORMANCE AND PAYMENT BONDS**

The Contractor shall, before beginning said work, file three bonds with RD 900, each made payable to the Reclamation District No. 900. These bonds shall be issued by a surety company authorized to do business in the State of California, meeting the requirements of the specifications, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code, Division 3, Part 4, Title 15, Chapter 7, and shall be in the amount of one hundred percent (100%) of the Agreement. The third bond shall be a maintenance bond, as set forth in Section 3-4.04 of the General Specifications. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code, Sections 2819 and 2845.

9. **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and

hold harmless the Agency, the additional agencies and entities listed as additional insureds in the specifications, their respective governing Boards, officers, directors, officials, trustees, employees, agents, and designated volunteers, (“Indemnified Party”) from and against any and all claims, demands, actions, losses (including death), liabilities, damages, and all costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees arising out of, pertaining to, or resulting from the acts or omissions of the Contractor, its officers, agents or employees, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law, regardless of whether caused in part by a party indemnified hereunder. Contractor shall not be liable for any claims, demands, actions, losses, liabilities, damages, and costs to the extent caused by the active negligence or willful misconduct of Indemnified Party where such indemnification would be invalid under Subdivision (b) of Section 2782 of the Civil Code. The provisions of this Section shall survive expiration or termination, for default or otherwise, of any agreement between Contractor and Agency. This indemnify provision shall in addition to all other indemnity provisions in the Contract Documents.

10. **NON-DISCRIMINATION IN EMPLOYMENT**

A. CONTRACTOR shall not discriminate against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, sex, age, or physical or mental handicap. CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, or physical or mental handicap. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. CONTRACTOR agrees to post, in conspicuous places, available to employees and applicants for employment, notices that CONTRACTOR shall provide an atmosphere free of sexual harassment for employees, clients, volunteers and the general public.

B. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, or physical or mental handicap.

11. **MISCELLANEOUS PROVISIONS**

This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of RD 900 in the same manner as if such parties had been expressly named herein.

All times stated here in or in the contract documents are of the essence hereof.

As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter.

This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

12. **TERMINATION WITHOUT CAUSE**

In addition to its rights under Section 5 of the General Specifications, RD 900 shall have the right to terminate this Agreement without cause. In the event of such termination, and in accordance with said Section 5, the Contractor shall be entitled to payment for all work done up to the time of termination.

13. **CERTIFICATION OF NON-DEBARMENT**

Reference Government Debarment and Suspension (49 CFR Part 29).

The Contractor certifies, by acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a federally funded contract by any federal department or agency. It further agrees by executing this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

14. **CHILD AND FAMILY SUPPORT OBLIGATIONS**

It is the policy of the State of California, as stated in Public Contract Code Section 7110, that anyone who enters into a contract with a state agency shall recognize the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. In compliance with Section 7110, the Contractor, by his or her signature on this Agreement: 1) acknowledges that the Contractor is aware of the state policy identified herein; and 2) the Contractor, to the best of his or her knowledge, is fully complying with, and will continue to fully comply with, the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the State Employment Development Department.

IN WITNESS WHEREOF, RD 900 and Contractor have caused this Agreement to be effective as of the day and year first above written.

RECLAMATION DISTRICT NO 900

CONTRACTOR

By: _____
Martha Guerrero
Board President

By: _____
Authorized Representative

Print

Forms Approved by RD 900 Counsel

Title

RD 900 Counsel

FO-II
PERFORMANCE BOND

Bond No. _____

Premium Amount: _____

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Reclamation District No. 900, a corporation established pursuant to the laws of the State of California, hereinafter designated as the "Obligee", has on _____, 2024, awarded to _____, hereinafter designated as "Principal", a contract for the construction of Contract No. SM-BD-2024-01 – Blacker Drainage Canal Slope Rehabilitation Project, Yolo County, California;

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, WE, the Principal, and _____ as Surety, are held and firmly bound unto the Obligee, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the Obligee, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By: _____
Signature for Principal

Title of Signatory

Surety

By: _____
Signature for Surety

(SEAL)

Title of Signatory

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current power of attorney appointing such Attorney-In-Fact.)

FO-III
PAYMENT BOND

Bond No. _____

Premium Amount: _____

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Reclamation District No. 900, a joint powers authority established pursuant to the laws of the State of California, hereinafter designated as the "Obligee", has on _____, 2024, awarded to _____, hereinafter designated as "Principal", a contract for the construction of Contract No. SM-BD-2024-01 – Blacker Drainage Canal Slope Rehabilitation Project, Yolo County, California;

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, providing that if said Principal, or any of its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, WE, the Principal and _____
_____ as Surety,
are held and firmly bound unto the Obligee in the penal sum of _____
_____ Dollars (\$ _____),
lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, or any of its subcontractors shall fail to pay any of the persons named in Section 9100 of the Civil Code of the State of California, or any amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department of the State of California, from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California with respect to such work or labor, as required by the provisions of Section 9550 and following of the Civil Code of the State of California, then said Surety will pay the same in or to an amount not exceeding the amount herein above set forth.

This bond is issued pursuant to Civil Code Sections 9550 through 9566 of the State of California and shall inure to the benefit of any and all persons, companies, and corporations named in Section 9100 of said Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 2024, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By: _____
Signature for Principal

Title of Signatory

Surety

By: _____
Signature for Surety

(SEAL)

Title of Signatory

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current power of attorney appointing such Attorney-In-Fact.)

FO-V
CONTRACT FIELD INSTRUCTION

PROJECT: Contract No. SM-BD-2024-01 – Blacker Drainage Canal Slope Rehabilitation
Project, Yolo County, California
RECLAMATION DISTRICT 900

Sheet _____ of _____ Sheets
Contract No.: _____

Contract Change Order No. _____ Date: _____

To _____ Contractor. You are hereby directed to make the herein described change from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, estimate of quantities, and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such times as equipment is actually used and no allowance will be made for idle time.

Change requested by _____

Estimated Cost Decrease \$ _____ or increase \$ _____

Contract Summation

Original Contract \$ _____ Change Order Totals (+ or -) \$ _____

New Contract Total \$ _____

By reason of this order the time of completion will be adjusted as follows:

Submitted by: _____ Date _____

Approval Recommended: _____ Date _____

Approved by: _____ Date _____

Approved by: _____ Date _____

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices and time extensions shown above.

Accepted Date: _____ Contractor _____
By: _____ Title _____

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Board President
Reclamation District No. 900

FO-VI

RD 900 Contract No. SM-BD-2024-01
Contractor Job No. _____

Escrow No. _____

**ESCROW AGREEMENT FOR DEPOSIT OF SECURITIES
IN LIEU OF CASH RETENTION ON RD 900 CONTRACT NO. 44XX
(PCC § 22300)**

This ESCROW AGREEMENT FOR DEPOSIT OF SECURITIES IN LIEU OF CASH RETENTION ON RD 900 CONTRACT NO. SM-BD-2024-01 ("Escrow Agreement"), is effective as this _____ day of _____, 2024, by and between the Reclamation District No. 900, a joint powers authority established pursuant to the laws of the State of California (hereinafter referred to as Owner), _____ (hereinafter referred to as Contractor), and _____, a state or federally chartered bank in this State (hereinafter referred to as Escrow Agent).

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for the Contract No. SM-BD-2024-01 – Blacker Drainage Canal Slope Rehabilitation Project, Yolo County, California, in the amount of _____ /100th Dollars (\$ _____) dated _____, 2024 (hereinafter referred to as the "Construction Contract").

Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Construction Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit (Exhibit A, attached hereto, is an example form for use in such notification). The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Construction Contract between the Owner and Contractor. Securities shall be held in the name of RECLAMATION DISTRICT NO. 900, and shall designate the Contractor as the beneficial owner.

Securities eligible for investment under this Escrow Agreement shall include those listed in Section 16430 of the Government Code of the State of California, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner. (PCC § 22300 (c)) (hereinafter referred to as Securities.)

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Construction Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this Escrow Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the Securities or the retention earnings held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice from Contractor to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the Securities or retention earnings in the Escrow Account in the event of default by the Contractor. Upon seven (7) days' written notice (containing the terms and substantially similar to the attached Exhibit B) to the Escrow Agent from the Owner of the Contractor's default, the Escrow Agent shall immediately convert the Securities to cash and shall distribute the cash in the Escrow Account as instructed by the Owner. No proof or documents, other than the demand and certification, shall be required of the Owner by the Escrow Agent in order to accomplish the conversion and distribution as specified herein. Any excess cash or Securities remaining after satisfaction of the Owner's demand shall be retained by the Escrow Agent until further instructed by the Owner.

(8) Upon receipt of written notification (containing the terms and substantially similar to the attached Exhibit C or Exhibit D) from the Owner certifying that the Construction Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Construction Contract, Escrow Agent shall release to Contractor all Securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and Securities on deposit and payments of fees and charges. Owner shall not release to the Contractor any monies required to be withheld pursuant to a valid stop notice filed by any person so authorized and with respect to the said Construction Contract. Owner shall be the sole judge of the validity of all such stop notices and shall retain one hundred percent (100%) of the amount claimed in the stop notice.

(9) Escrow Agent shall rely on the written notifications (such as Exhibit B, Exhibit C and Exhibit D hereto) from the Owner and the Contractor pursuant to Sections (5) through (8), inclusive, of this Escrow Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

RD 900 District Manager
Title

Blake Johnson
Printed Name

Signature

RD 900 Office HQ
889 Drever Street
West Sacramento, CA 95691
Address

RD 900 Director of Engineering
Title

Sean Minard
Printed Name

Signature

RD 900 Office HQ
889 Drever Street
West Sacramento, CA 95691
Address

On behalf of Contractor:

Title

Printed Name

Signature

Address

Title

Printed Name

Signature

Address

On behalf of Escrow Agent:

Title

Printed Name

Signature

Address

Title

Printed Name

Signature

Address

11. This Escrow Agreement is a third-party beneficiary contract to the extent that it provides security to the Owner. The Owner shall have the right to have any such Securities converted to cash by the Escrow Agent and the cash value thereof, plus the principal in the Escrow Account, delivered to the Owner as set forth above. In the event the sale of the Securities plus the principal does not realize sufficient cash to pay to the Owner the amount demanded by the Owner, Contractor shall be obligated to immediately pay to the Owner any deficiency, and the Owner shall be further entitled to withhold any such deficiency from any payments then due from the Owner to the Contractor or to become due.

12. The Escrow Agent shall indemnify and hold harmless the Owner from any loss suffered by the Owner as a result of any act or omission of Escrow Agent or any of its officers, employees, representatives, or agents. Further, Contractor shall indemnify and hold harmless the Owner from any loss suffered by the Owner resulting from the acts or omissions of the Escrow Agent or any of its officers, employees, representatives, or agents. Further, the Contractor shall indemnify and hold harmless the Escrow Agent from any loss the Escrow Agent may suffer as a result of the acts or omissions of the Contractor or any of its officers, employees, representatives, or agents.

13. At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner:

Contractor:

RD 900 District Manager
Title

Title

Blake Johnson
Printed Name

Printed Name

Signature

Signature

Approved as to form:

Reclamation District No. 900
Counsel

EXHIBIT A

To: RECLAMATION DISTRICT NO. 900
RD 900 Office HQ
889 Drever Street
West Sacramento, CA 95691

Re: Certification of Deposit of Securities - RD 900 Contract No. SM-BD-2024-01
Escrow No. _____

_____, as Escrow Agent in that certain
ESCROW AGREEMENT FOR DEPOSIT OF SECURITIES IN LIEU OF CASH
RETENTION ON RD 900 CONTRACT NO. SM-BD-2024-01 (referred to therein as Escrow
Agreement) between the Reclamation District No. 900, (referred to therein as Owner),
_____ (referred to therein as Contractor) and _____
_____ a state or federally chartered bank in this State (referred to therein as
Escrow Agent), dated _____, 2024, hereby certifies to the Owner that the Escrow
Agent has received from the Contractor, securities eligible for investment of not less than \$
_____. The Escrow Agent agrees to hold said securities in accordance with
the term of the aforesaid Escrow Agreement, and shall not release the securities to the
Contractor until such time as the Escrow Agent has received notification from the Owner's
Engineer that the Construction Contract has been accepted. The Escrow Agent further
certifies that upon written demand by the Owner's Engineer, the Escrow Agent shall cause
sufficient securities to be sold from those so deposited by the Contractor and shall pay to the
Owner the amount specified in the demand, provided such demand does not exceed the
amount specified as the minimum value of the securities herein.

Dated: _____ at _____, California.

_____, a state or federally chartered bank in
this State.

By: _____
Escrow Agent

Name of Bank: _____

Address: _____

EXHIBIT B

RD 900 Contract No. SM-BD-2024-01

Escrow No. _____

**NOTIFICATION OF FAILURE OF PERFORMANCE
DEMAND FOR SALE OF SECURITIES AND DEMAND FOR PAYMENT**

You, as Escrow Agent in that certain ESCROW AGREEMENT FOR DEPOSIT OF SECURITIES IN LIEU OF CASH RETENTION ON RD 900 CONTRACT NO. SM-BD-2024-01 (referred to therein as Escrow Agreement) between the Reclamation District No. 900, (referred to therein as Owner), _____ (referred to therein as Contractor) and _____ a state or federally chartered bank in this State (referred to therein as Escrow Agent), dated _____, 2024, are hereby notified that the Contractor has failed to perform all or part of that certain Construction Contract described in the said Escrow Agreement after having been given written notice of lack of performance. You are hereby directed to cause to be sold securities deposited by the Contractor with you and in accordance with the Escrow Agreement, said securities having a minimum value of \$_____, and to deliver forthwith to the RD 900 Engineer the sum of \$_____. Any remaining securities or principal deposited pursuant to the terms of the Escrow Agreement shall be retained by you pursuant to further written notice by the Owner's Engineer.

Dated: _____

RECLAMATION DISTRICT NO. 900
a joint exercise of powers agency established pursuant
to the laws of the State of California

By: _____
Executive Director

EXHIBIT C

RD 900 Contract No. SM-BD-2024-01

Escrow No. _____

TO: Escrow Agent

RE: Authorization to Release Securities Deposited by Contractor and Principal Held in Escrow Account

You, as Escrow Agent in that certain ESCROW AGREEMENT FOR DEPOSIT OF SECURITIES IN LIEU OF CASH RETENTION ON RD 900 CONTRACT NO. SM-BD-2024-01 (referred to therein as Escrow Agreement) between the Reclamation District No. 900, (referred to therein as Owner), _____ (referred to therein as Contractor) and _____ a state or federally chartered bank in this State (referred to therein as Escrow Agent), dated _____, 2024, are hereby authorized to release to the Contractor all securities and all principal deposited with you with respect to the aforesaid Escrow Agreement, except that you shall be required to retain as security and pursuant to the terms of the Escrow Agreement securities and principal having a combined value of not less than \$ _____, until such time as you may be further notified by the Owner's Engineer as to further release or as to sale.

Dated: _____

RECLAMATION DISTRICT NO. 900
a joint exercise of powers agency established pursuant
to the laws of the State of California

By: _____
Executive Director

EXHIBIT D

RD 900 Contract No. SM-BD-2024-01

Escrow No. _____

TO: Escrow Agent

RE: Authorization to Release Portion of Securities Deposited by Contractor and Principal Held in Escrow Account

Total Value of Securities on Deposit to Date: \$ _____

You, as Escrow Agent in that certain ESCROW AGREEMENT FOR DEPOSIT OF SECURITIES IN LIEU OF CASH RETENTION ON RD 900 CONTRACT NO. SM-BD-2024-01 (referred to therein as Escrow Agreement) between the Reclamation District No. 900, (referred to therein as Owner),

_____ (referred to therein as Contractor) and _____ a state or federally chartered bank in this State (referred to therein as Escrow Agent), dated _____, 2024, are hereby authorized to release a portion of the aforesaid Contractor securities deposited with you with respect to the aforesaid Escrow Agreement, said portion being in the amount of \$ _____, except that you shall be required to retain as security and pursuant to the terms of the said Escrow Agreement securities and principal having a combined value of not less than \$ _____ plus the value of the additional deposits made after the date of this Partial Release, until such time as you may be further notified by the Owner's Engineer as to further release or as to sale.

Dated: _____

RECLAMATION DISTRICT NO. 900
a joint exercise of powers agency established pursuant
to the laws of the State of California

By: _____
Executive Director

FO-VII
PROPRIETARY INFORMATION AGREEMENT
BETWEEN
THE RECLAMATION DISTRICT NO. 900
AND (CONTRACTOR)

The Reclamation District No. 900 (hereinafter referred to as RD 900) wishes to receive from _____ (hereinafter referred to as Contractor) certain technical information claimed by the Contractor to be proprietary and hereinafter referred to as "Proprietary Data". Submittal of Proprietary Data by Contractor to RD 900 is required by the construction contract for testing, operating, and maintaining equipment, equipment assemblies and systems constructed under the contract. Contractor and RD 900 agree for a period of _____ years as follows:

1. The proprietary data is submitted to the RD 900 based on the understanding that the RD 900 would not disclose the same to others outside the RD 900, nor reproduce the contents of said proprietary data or provide copies thereof to others outside the RD 900 without authorization from Contractor. Contractor claims proprietary rights in the contents of the proprietary data as a basis for preventing disclosure of the contents thereof to others. Contractor understands that the RD 900 has reservations as to the propriety of excluding the proprietary data from disclosure under the California Public Records Act (Government Code, Section 6250, et seq.).
2. The RD 900 may make such disclosure or reproduction of the proprietary data as is reasonably necessary or convenient to operate and maintain the subject equipment and to otherwise fully enjoy the use and benefit of the subject equipment.
3. Except as provided in paragraph 2, above, if any person makes a proper request to review or be provided with copies of the proprietary data or any part thereof, immediately upon notification thereof, Contractor agrees to defend the RD 900 and its officers, agents, and employees against any action resulting from denial of such request. If Contractor fails to promptly provide such defense, the RD 900, its officers, agents, and employees shall be free to grant such requests.
4. Contractor shall indemnify and hold harmless the RD 900, its officers, agents, and employees from any and all claims, costs, liabilities or damages, including attorney's fees and court costs resulting from the performance of this agreement.

EXECUTED on this _____ day of _____, 2024.

(Contractor)

Reclamation District No. 900

By: _____

By: _____

Title: _____

Title: _____

FO-VIII
GUARANTEE

CONTRACT NO. SM-BD-2024-01

Blacker Drainage Canal Slope Rehabilitation Project, Yolo County, California

We hereby guarantee that the _____ has been constructed/installed in accordance with the drawings and specifications and that the _____ will fulfill the requirements of the guarantee included in the specifications. We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced in so doing, that may prove to be defective in its workmanship or materials within a period of _____ from the date of acceptance of _____ by the Reclamation District No. 900 (RD 900) without any expense whatsoever to said RD 900, ordinary wear or tear and unusual abuse or neglect excepted. The Contractor agrees to use and abide by the conditions of the guarantee, and this guarantee will be signed and delivered to the RD 900 before the final payment is made.

In the event of our failure to comply with the above-mentioned conditions, within ten (10) days after being notified in writing by the RD 900, we do hereby authorize said RD 900 to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefor upon demand.

Date: _____

Signed: _____
Contractor

This guarantee form will only be applicable when the requirement for guarantee form is stated in the Contract Special Provisions.

RECLAMATION DISTRICT 900**AGENDA REPORT****MEETING DATE:** July 17, 2024**ITEM # 6****SUBJECT:**

CONSIDERATION OF ENTERING INTO A TEMPORARY CONSTRUCTION EASEMENT BETWEEN RECLAMATION DISTRICT NO. 900 AND MAO GE BASCOM LLC, FOR CONSTRUCTION OF THE BLACKER CANAL SLOPE REHABILITATION PROJECT.

INITIATED OR REQUESTED BY:

Council 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 obtain Reclamation District 900 (District) Board of Trustees (Board) to enter into a temporary construction easement for the Blacker Canal Slope Rehabilitation Project.

RECOMMENDED ACTION

Staff respectfully recommends that the Board:

1. Enter into this Temporary Construction Easement Agreement with Mao GE Bascom LLC for the Blacker Canal Slope Rehabilitation Project.

BACKGROUND

The Blacker Canal Slope Rehabilitation Project (Project) is located along Blacker Canal between Jefferson Boulevard and the Reclamation District 900 (RD900) Main Drainage Canal. The 4.53-acre Project Area (3,000 feet long) includes the south bank of Blacker Canal between Jefferson Boulevard and Linden Road, both the north and south banks between Linden Road and the RD900 Main Drainage Canal.

As part of the design, a staging area for construction personnel and equipment was noted on the drawings. This site is a vacant parcel adjacent to Blacker Canal along Linden Road, just west of Jefferson Blvd.

ANALYSIS

This parcel has been available for lease and/or sale and is available for this project. Staff has spoken with the owner's real estate representative and have agreed to a temporary construction easement if the Blacker Canal project moves forward into construction.

The site is approximately 1.7 acres. The District would pay \$70,000 to lease this parcel from August 1, 2024 to August 1, 2025 or a monthly rate of \$5,833.33.

Coordination and Review

This report was prepared in coordination with District Counsel.

ATTACHMENT

1. Temporary Construction Easement

APN: 045-490-003

Project: Blacker Canal Slope Rehabilitation

**AGREEMENT FOR
RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION EASEMENT**

This Agreement for Right of Entry and Temporary Construction Easement (this "Agreement") is made this 17th day of July, 2024, by and between **Mao Ge Bascom LLC**, hereafter referred to as "Grantor," and the **RECLAMATION DISTRICT NO. 900**, hereinafter referred to as "RD 900," for a right of entry and temporary construction easement over, upon and across a portion of that real property in the City of West Sacramento, State of California, as described herein.

WITNESSETH:

WHEREAS, RD 900 is a reclamation district formed and existing under the laws of the State of California; and

WHEREAS, RD 900 is responsible, among other things, for internal drainage within the City of West Sacramento; and

WHEREAS, RD 900 is planning for and intends to carry out a project in and along Blacker Canal, within the City of West Sacramento, in order to maintain the canal for RD 900's use in carrying out RD 900's operations; and

WHEREAS, Grantor is the fee title owner of certain real property bearing Yolo County Assessor's Parcel Number ("APN") 045-490-003 and bearing street address 3170 Jefferson Boulevard, West Sacramento, California and described in Exhibit A hereto (the "Property");

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** Subject to the terms and conditions set forth herein, Grantor hereby grants to RD 900, a non-exclusive temporary construction easement ("TCE") on, over, under and across the portion of the Property, of approximately 1.7 acres, more particularly depicted in Exhibit "B" attached hereto (the "Easement Area"), for the purpose of allowing RD 900, its employees, representatives, agents and contractors (collectively, "Agents") access onto and use of the Easement Area to conduct, at RD 900's sole cost and expense, some or all of the following activities (collectively, the "Construction Activities"): (a) ***; (b) ***; (c) ***; and (d) ***.

Under this TCE, RD 900's use of the Easement Area shall be non-exclusive. In exercising its rights hereunder, RD 900 shall not unreasonably interfere with

Grantor's use and enjoyment of the Property, and shall use its reasonable best efforts to minimize disruption to existing development and tenancies during its Construction Activities; provided, however, RD 900, from time to time during the "Term" (as defined below), may exclude persons or other uses of all or a portion of the Easement Area if, in RD 900's sole discretion, the presence of said persons or other uses would be hazardous or would hinder RD 900's activities related to the Project. However, RD 900 shall at all times maintain vehicle access to the adjacent street for Grantor and Grantor's invitees if vehicle access is not otherwise available from portions of Grantor's property outside the Easement Area.

2. In connection with RD 900's entry onto or use of the Easement Area, RD 900 agrees that:
 - (a) RD 900 shall perform all such use and/or construction in strict accordance with plans and permits approved by applicable governmental authorities, as well as with all applicable laws;
 - (b) RD 900 shall be solely responsible for the implementation of proper erosion control in connection with any such use or construction by RD 900;
 - (c) RD 900 and/or its contractors shall not do or perform any work or activities other than those specifically set forth above;
 - (d) RD 900 and/or its contractors shall use the Easement Area in its present condition and Grantor shall not be obligated to make Easement Area safe or suitable for use by RD 900 or otherwise prepare the Easement Area or access to the Easement Area in any manner whatsoever;
 - (e) RD 900 shall be solely responsible for contacting all appropriate agencies, as necessary, to locate underground utilities and structures prior to commencement of work and will not place any materials on or over such utilities or structures. RD 900 shall be responsible for any and all costs associated with its entry onto or use of the Easement Area, including but not limited to the costs for placement of temporary utilities, construction water, dust control and temporary fencing. RD 900 hereby acknowledges and agrees that placement or storage on the Easement Area of any hazardous materials expressly is prohibited, and that neither Grantor nor any of its affiliates shall have any responsibility or liability for the security of any materials or equipment placed or stored by RD 900 on the Easement Area, all of which shall be the sole responsibility of RD 900.
 - (f) RD 900 shall pay to Grantor the total sum of \$70,000.00 (seventy-thousand dollars) for the initial one-year term of the TCE. The initial payment shall be due on the first day of the Term as defined below. If RD 900 continues to occupy the TCE after the one-year term, then RD 900 shall pay \$5,833.33 (five-thousand eight hundred thirty three and thirty three cents) per month for each month of occupancy after the initial one-year term. The monthly payments shall be due on the first day

of the monthly period after the initial term.

3. TERM. The term of this Agreement (the "Term") shall commence on the 1st day of August, 2024 and shall terminate upon completion of the Construction Activities but in no event later than 12 months from commencement.
4. GRANTOR'S RIGHTS OF USE. Grantor retains the right to use the Easement Area in any manner that does not interfere with RD 900's rights hereunder.
5. INDEMNIFICATION. RD 900 shall defend, pay, indemnify and hold harmless Grantor and its officers, officials, members, managers, employees, agents, invitees, and volunteers (as applicable) from all claims, suits, actions, damages, demands, costs or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorney's fees, resulting from or in connection with (a) any breach by RD 900 of its obligations under Sections 7 and 8 below; and/or (b) loss of life, bodily or personal injury or property damage arising directly or indirectly out of or from or on account of or occasioned wholly or in part by RD 900's or its Agents' Construction Activities on the Property, except to the extent such loss or damage is caused by the negligence or willful misconduct of the indemnified party.
6. INSURANCE. During the Term, RD 900 shall require that its Agents performing work with the Easement Area (i) maintain policies for insurance, which policies shall have limits in no less than \$1,000,000; and (ii) name Grantor as an additional insured on all liability insurance policies.
7. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor is the owner of the Property and has the exclusive right and power to enter into this Agreement and grant the TCE as provided herein.
8. ENVIRONMENTAL FINES AND PENALTIES. RD 900 shall assume sole responsibility for and payment of any fines or penalties levied on RD 900 or Grantor by any local, state or federal authority ("Authority") for breaches by RD 900 or its Agents of Authority's environmental regulations resulting from RD 900's activities on the Property, except and in proportion to the extent caused by the negligence or willful misconduct of Grantor or its respective officers, directors, agents, employees or consultants. In addition, RD 900 understands and acknowledges that during the course of the Construction Activities the environmental regulations implemented or imposed by the authority on RD 900 and Grantor may change and RD 900 specifically agrees to comply with any future environmental regulations implemented or imposed by the Authority on RD 900 or Grantor. The provisions of this Section shall survive the expiration of the Term of termination of this Agreement.

9. PERMITTING AND COMPLIANCE WITH LAWS. RD 900 shall be responsible for all permitting and compliance with Construction Activities. RD 900 shall assume full responsibility for any notices, violations, fines and other regulatory actions taken against the Property as a result of the Construction Activities.
10. NOTICES. All notices required by this Agreement shall be in writing and personally delivered or sent by certified mail, postage prepaid, return receipt requested.

Notice required to be given to RD 900 shall be addressed as follows:

Reclamation District No. 900
889 Drever Street
PO Box 673
West Sacramento, CA 95691
ATTN: General Manager
Copy via email: BJohnson@rd900.org; RNevis@daycartermurphy.com

Notice required to be given to the Grantor shall be addressed as follows:

Mao Ge Bascom LLC
19365 Melinda Cir.
Saratoga, CA 95070
ATTN: Mingming Mao
Copy via email: ***

Either party may change the address stated herein by giving notice in writing to the other Party, and thereafter notices shall be addressed and transmitted to the new address. All notices shall be deemed received on the earlier of the date that personal delivery is effected or the date shown on the return receipt.

10. MECHANIC'S LIENS. RD 900 agrees to pay when due all costs of labor, services and materials supplied in prosecution of the work done by or on behalf of RD 900 on the Easement Area under this Agreement. RD 900 shall keep the Easement Area free and clear of all mechanic's liens and other such liens arising on account of such work. RD 900 agrees to indemnify Grantor against any such claims or liens and to reimburse Grantor for all costs and expenses, attorneys' fees including allocated costs of Grantor's in-house counsel, and court costs, incurred by Grantor in defending against such claims or liens, whether or not any legal action is commenced. In the event that such a claim is filed, RD 900 and/or its contractors agree to furnish Grantor adequate security for the amount of the claim and all estimated costs and interest. If a final judgment establishing the validity or existence of a lien against the Easement Area for any amount is entered, RD 900 shall promptly pay and satisfy such judgment and cause such lien to be fully released.

11. LEGAL COSTS. Should any legal action or proceeding be brought by either party hereto for breach of this Agreement or to enforce any provisions herein, the prevailing party shall be entitled to recover its reasonable costs and expenses including, without limitation, attorney's and experts' fees and costs.
12. CHOICE OF LAW. This Agreement is made under and will in all respects be interpreted, enforced, and governed by the laws of the State of California, without regard to rules regarding conflict of interest law. Any legal action or proceedings to enforce or interpret this Agreement shall be brought in Yolo County, California.
13. NO ASSIGNMENT. This Agreement and the obligations of RD 900 hereunder may not be assigned by RD 900 without the prior written consent of Grantor.
14. SUCCESSORS. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors and permitted assigns of the parties hereto.
15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between RD 900 and Grantor pertaining to the subject matter contained herein, and supersedes any prior discussions, negotiations, and agreements, whether oral or written. Any amendment hereto, shall not be effective unless it is in writing and signed by both RD 900 and Grantor.
16. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
17. RECORDATION OF AGREEMENT. This Agreement shall not be recorded.
18. QUITCLAIM DEED. Upon the expiration of the Term or any earlier termination of this Agreement, if requested by Grantor, RD 900 shall execute and deliver to Grantor a quitclaim deed in recordable form and otherwise reasonably satisfactory to Grantor, so as to eliminate any rights of RD 900 or its Agents to the Easement Area under this Agreement.

GRANTOR: Mao Ge Bascom LLC

Date: _____, 2024

Date: _____, 2024

GRANTEE: Reclamation District No. 900

Martha Guerrero, Board President

Date: _____, 2024

ATTEST:

APPROVED AS TO FORM:

Blake Johnson, General Manager

Ralph R. Nevis, RD 900 Attorney

Exhibit A

Legal Description of the Property

Exhibit B

Depiction of the Easement Area

Staging Area

Blacker Canal Slope Rehabilitation Project

EXHIBIT B

Legend

District Boundary

Staging Area for
Blacker Canal





General Manager Update

July 2024

ADMINISTRATION/FINANCE

Staff have completed bi-annual Anti-Harassment Training, as well as the Workplace Violence Prevention Plan, and Training.

Current policies and procedures in process:

- RD 900 Financial Policies & Procedures
- RD 900 Cell Phone Policy
- RD 900 Heat Illness Prevention Plan

Benefits: Available vision, short/ long-term disability, and life insurance plans are currently under scrutiny to obtain the most comprehensive and fiscally responsible options for the staff.

Annual end of fiscal year reviews and audits are currently being conducted.

OPERATION AND MAINTENANCE

LEVEE/DRAINAGE/PUMP MAINTENANCE

Mowing season. All equipment has been out clearing grasses and weeds. This will continue through September.

The pond in the South sector of the District still has an odorless green vegetation covering it, known as “Duckweed”. This typically occurs as the daily temperatures warm and is introduced to ponds through waterfowl movement. The Duckweed will eventually die off. 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 District is currently looking into entering a partnership with the Audubon Society of Sacramento in order to erect signage for the public, explaining the duckweed growth and how it is beneficial to the surrounding flora and fauna.

Another option for this pond is to try and “skim” the duckweed from the surface. Resident’s in the area would prefer the pond be clear of duckweed.

PROJECTS

Blacker Canal Bank Stabilization Project

Project has been bid and discuss will occur at July 17, 2024 Board meeting.

PERIODIC LEVEE INSPECTIONS

DWR/USACE

Staff has seen a very preliminary schedule for the USACE to perform their levee inspections in 2024. Staff is reviewing and correcting the previous levee inspection “Unacceptable” rating from 2013. Typical unacceptable items include: encroachments with no encroachment permits, trees/shrubs on levee, and rodent holes.

EMERGENCY PREPAREDNESS

FEMA/Cal-OES

January 2023 Disaster Declaration: FEMA and District staff have completed analysis for debris cleanup and electrical and fuel overages for the pump stations. Damages to the Main Canal and the eastern portion of Blacker Canal are still being reviewed by FEMA.

COORDINATION WITH OTHER PROJECTS

DWR/Central Valley Flood Protection Board/USACE

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.

COORDINATION WITH OTHER AGENCIES

CITY OF WEST SACRAMENTO
NA

WEST SACRAMENTO AREA FLOOD CONTROL AGENCY/USACE
NA

FUTURE

August 21, 2024 – RD 900 Board Meeting 5:30 pm
August 15, 2024 – WSAFCA Board Meeting 9:30 am