BOARD MEETING AGENDA

Reclamation District 784 1594 Broadway Street Arboga, CA 95961-8821

Meeting Description:

Reclamation District No. 784 Board of Trustee's Board Meeting

Date: May 2, 2023 Time: 10:00 a.m. Location: Reclamation District 784 Office

This Meeting Will Be Accessible To The Public In Person or Via Zoom Meeting

Join Zoom Meeting (Copy and paste link into search field of an internet browser)

https://us02web.zoom.us/j/81038854262?pwd=OTQwRDRvdFI5akVwcEdRK3RLSUJCUT09

Meeting ID: 810 3885 4262 Passcode: 7842020

To participate via the audio only teleconference, dial into the meeting by calling:

1-253-215-8782 US OR 1-301-715-8592 US

Enter Meeting ID: 810 3885 4262

Enter Passcode: 7842020 (You may be prompted to enter this twice)

1. Call to Order: Welcome to the Reclamation District 784 Board of Trustees Meeting.

Roll Call: Sarbdeep Atwal – RD784 Board President, David Read – RD784 Board Vice President, Joe Danna – RD784 Trustee, Jared Hastey – RD784 Trustee, Brent Hastey – RD784 Trustee, Kimberly Ford – RD784 Deputy Secretary of the Board, Patrick Meagher – RD784 Secretary of the Board, Jess McLaughlin – RD784 Field Superintendent, Sean Minard – RD784 Engineer, and Jesse Barton - RD784 Attorney.

2. Open Session:

3. Public Communication: Any person may speak on any topic provided it is within the jurisdiction of the Reclamation District 784. If a person wishes to speak on any agenda item in particular, that person may speak now, or if that person wishes to withhold comment until Board consideration of the item, please inform the Board at this time what agenda item the speaker wishes to address, and the Board will solicit additional comment when that agenda item is called. The time allotted for receiving public comment will be limited to no more than five minutes per each individual or group.

Consent Items

4. Approve Meeting Minutes -

- 5. Approve Checks and Warrants -
- 6. Board to Consider Authorizing TRLIA Reimbursement Repayments -
- 7. Board to Consider Endorsing a Central Valley Flood Protection Board Permit Application for Proposed Levee Exploration Locations —
- 8. Board to Consider Approving the Olivehurst Pump Station Contract Renewal -
- 9. Board to Consider Adopting Resolution 2023-05-01 and Authorizing the GM to Sign a Letter of Intent to Participate in the DWR Flood System Repair Project and Receive State Cost-Share Funds –

Discussion Items:

- 10. Board to Consider Approving an LWA Agreement for Assessment Roll Administration Services for FY 2023-2024 –
- 11. Board to Receive Information on 2023 ACWA Elections and Consider Nominating a Candidate –
- 12. Board to Consider Approving Updated Non-Exempt Employee Pay Scales and Amend Language in the Employee Handbook –
- 13. Board to Receive an Update on Pump Station 3 Pipe Repair Project -
- 14. Board to receive the Monthly Budget Snapshot –
- 15. Closed Session:
 - A. Conference with Real Property Negotiators

Property: APN 016-060-037-000

Negotiating Party: RD784/General Manager Under Negotiation: Price and Terms of Sale

- 16. Field Manager's Report -
- 17. Administrative Assistant's Report -
- 18. General Manager's Report –
- 19. Adjournment -

The complete Board Agenda Meeting Material is available at the Reclamation District 784 Office, located at 1594 Broadway Street, Arboga, CA 95961. Any disclosable public record related to an open session item on the agenda and has been distributed to all or a majority of the Board Members less than 72 hours prior to the meeting and is available for public inspection during normal business hours.

If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Office Manager of the Reclamation District 784 at (530) 742-0520 or fax (530) 742-3021. All requests should be made at least 24 hours prior to the start of the meeting. This follows compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof.

Reclamation District 784 Regular Board Meeting Agenda Briefing May 2, 2023

This Meeting Will Be Accessible To The Public In Person or Via Zoom Meeting

Join Zoom Meeting (Copy and paste link into search field of an internet browser)

https://us02web.zoom.us/j/81038854262?pwd=OTQwRDRvdFI5akVwcEdRK3RLSUJCUT09

Meeting ID: 810 3885 4262 Passcode: 7842020

- 1. Call to Order:
- 2. Open Session:
- 3. Public Comment:

Consent Items:

- 4. Approve Minutes:
- 5. Approve Checks and Warrants:
- 6. <u>Board to Consider Authorizing TRLIA Reimbursement Repayments:</u> The developer reimbursement agreement program is set up on a "first in, first out" basis. Semiannual repayments are based on percentages as outlined in each individual reimbursement agreement for drainage impact fees collected every 6 months. TRLIA is eligible at this time to receive repayments for pump stations 3, 6, and 10. (See Handout)
- 7. <u>Board to Consider Endorsing a Central Valley Flood Protection Board Permit Application for Proposed Levee Exploration Locations</u>: As part of the TRLIA Climate Resiliency Project design process, the District's endorsement is needed for 7 boring locations along the southern end of unit 2b along the Feather River east levee. The explorations will help define geotechnical subsurface conditions and soil properties for the design and assessment of a cut-off wall proposed within the reach. Staff recommends authorizing the GM to endorse the CVFPB permit application after MHM completes the review. (See Handout)
- 8. <u>Board to Consider Approving the Olivehurst Pump Station Contract Renewal</u>: The 3-year operations and maintenance agreement between the County of Yuba and RD784 is due for renewal for a contract fee of not to exceed \$45,000 (\$15,000)

Annually). Under this agreement, RD784 will continue to operate and maintain the Olivehurst Pump Station on behalf of the County. (See Handout)

9. Board to Consider Adopting Resolution 2023-05-01 and Authorizing the GM to Sign a Letter of Intent to Participate in the DWR Flood System Repair Project and Receive State Cost-Share Funds: DWR has determined that RD784 is eligible for funding for levee crown and access road rehabilitation. The funding under FSRP is under cost-share provisions; therefore, if approved, the District will be required to enter into a Project Partnership Agreement with DWR, who may fund up to 95% for economically disadvantaged communities and up to 90% in other areas. Once the District's LOI is submitted, DWR will coordinate with staff to develop a Project Partnership Agreement that defines the project scope, schedule, budget, and cost share. Even though the District is eligible, there is no guarantee of receiving an agreement until DWR reviews a levee patrol road field assessment and decides which local maintaining agencies should be prioritized first for funding. (See Handout)

Discussion Items:

- 10. <u>Board to Consider Approving an LWA Agreement for Assessment Roll Administration Services for FY 2023/2024</u>: LWA proposes to continue assessment roll administration services on behalf of RD784 beginning April 1, 2023 June 30, 2024. The scope of services will include landowner inquiries, TRLIA payment administration, direct bill tracking, delinquency notices, assessment roll updates, and preparation, direct bill preparation, and a contingency fund. (See Handout)
- 11. <u>Board to Receive Information on 2023 ACWA Elections and Consider Nominating a Candidate</u>: The region 2 Nominating Committee is looking for ACWA members who are interested in leading the direction of ACWA Region 2 for the 2024-'25 term, which is comprised of Chair, Vice Chair, and up to five Board member positions. The members of the Region 2 Board determine the direction and focus of regional issues and activities. Additionally, they support the fulfillment of ACWA's goals on behalf of members and serve as a key role in ACWA's outreach efforts. In a separate but concurrent process, ACWA's election Committee has also announced its call for candidates for ACWA President and Vice President. If a District Trustee is nominated for either Board, staff will prepare the necessary candidate nomination forms and resolution for adoption at the June 6 regular Board meeting. (See Handout)
- 12. <u>Board to Consider Approving Updated Non-Exempt Employee Pay Scales and Amend Language in the Employee Handbook:</u> The current non-exempt employee pay scale was approved at the July 5, 2022 Board meeting. Recently, staff conducted a wage survey and recommends updating the District's pay scales.

Section V, letter J in the employee handbook currently states: "If approved by the Board, cost of living raises will only be granted to employees who are beyond the fifth step of their salary range". To be more consistent with other agencies, staff recommends amending the language to say: "If approved by the Board, annual cost of living raises may also be granted *in addition* to annual merit/step raises". If approved, the new pay scales would become effective immediately and would apply to new hires and existing staff on their next raise anniversary date. (See Handout)

- 13. <u>Board to Receive an Update on Pump Station 3 Pipe Repair Project</u>: Staff and MHM to provide an update.
- 14. Board to Receive the Monthly Budget Snapshot:
- 15. Closed Session

A. Conference with Real Property negotiators

Property: APN 016-060-037-000

Negotiating Party: RD784/General Manager. Under Negotiation: Price and terms of sale

TRLIA Reimbursement Agreement Payments Due

Basin B

TRLIA - Pump Station 3 - Executed 02.19.2013

Semi-annual payment due for 34.85% of impact fees collected during the preceding 6 months from July 2022 – December 2022.*Amended 2023 TRLIA agreement eliminated previous and future escalation.

Previous Balanc	ee (Prior to eliminating escalation)	\$ 246,590.00
New Balance	(After eliminating escalation)	\$ 180,367.00
Repayment du	e	\$ 110,061.91
Ending Balance		\$ 70,305.09

Basin C

TRLIA - Pump Station 6 - Executed 12.08.2007

Semi-annual payment due for 06.49% of impact fees collected during the preceding 6 months from July 2022 – December 2022. *Amended 2023 TRLIA agreement eliminated previous and future escalation.

Previous Balanc	e (Prior to eliminating escalation)	\$ 1,901,179.00
New Balance	(After eliminating escalation)	\$ 1,357,882.00
Repayment du	e	\$ 1,024.06
Ending Balance		\$ 1,356,857.94

TRLIA - Pump Station 10 - Executed 01.15.2008

Semi-annual payment due for 08.01% of the 23.13% of impact fees collected during the preceding 6 months from July 2022 – December 2022. *Amended 2023 TRLIA agreement eliminated previous and future escalation.

D Dalance (Driente aliminating accolation)	\$	155,204.00
Previous Balance (Prior to eliminating escalation)	+ -	
New Balance (After eliminating escalation)	\$	97,828.00
Repayment due	\$	291.91
Ending Balance	\$	97,536.09

APPLICATION FOR A CENTRAL VALLEY FLOOD PROTECTION BOARD ENCROACHMENT PERMIT

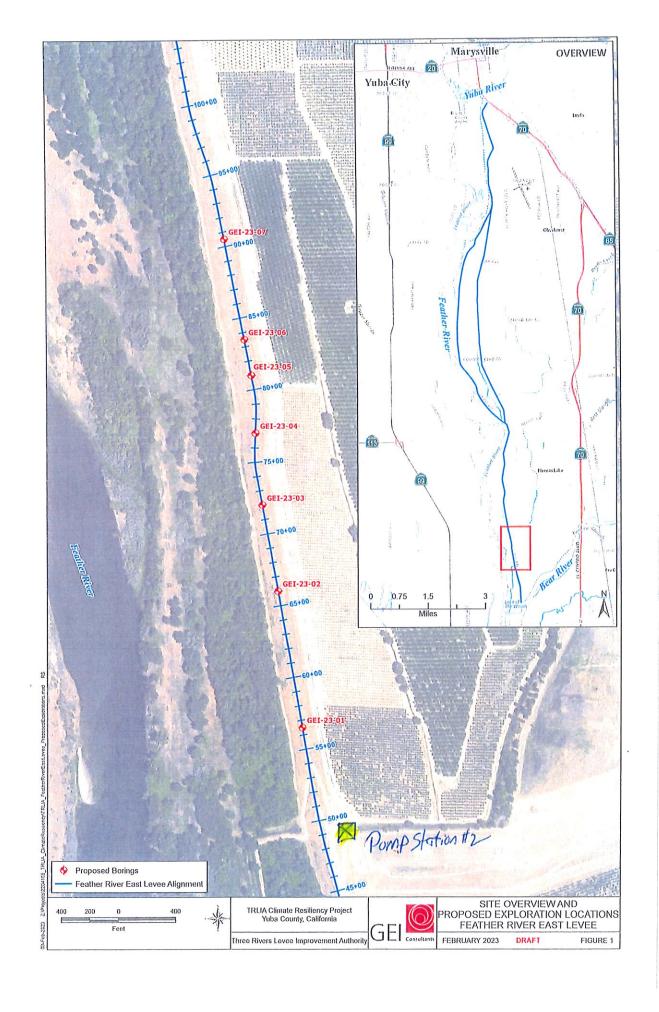
					Application No	e Use Only)
					(i oi oillo	0 000 0,,
1.	Description o	of proposed work being speci	fic to include	all items that will be cove	ered under the issued permit	
ар	roposed dep	hnical explorations along the th of 100ft from the levee crestlevee design.				
2.	Project Location:	Yuba		_ County, in Section		
	Township:	13N	(N) (S), Range:	3E	(E) (W), M. D. B. & M.	
	Latitude:	38.988756	Longitude:	-121.581181		
	Stream:	Feather	, Levee :	Varies See Mapping	Designated Floodway: <u>Yes</u>	
	APN:	Varies See Mapping				
3.	Three River	rs Levee Improvement Autho		of 915 8th Street S	Ste. 115 Address	
Marys	ville	CA	Y-0.00	95901	530-749-78	
	City		State	Zip Code		ne Number
					kmallen@co.yuba.ca.us E-m	ail
4.	Kyle Morgad	lo		of Three Rivers Lev	vee Improvement Authority	
		Name of Applicant's Representa	ative		Company	
Marys	ville City	CA	State	95901 Zip Code	530-749-7874 Telephone N	umber
	,				kmorgado@yubawater.o E-mail	rg
5.	Endorsemen	nt of the proposed project fror	n the Local M	aintaining Agency (LMA)):	
W	e, the Truste	es of <u>Reclamation District 78</u> Name of		approve this p	olan, subject to the following	conditions:
	☐ Condition	ons listed on back of this form	n 🗆 Co	onditions Attached	✓ No Conditions	
Tru	ıstee		Date	Trustee		Date
Tri	istoo		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)		
7. Has an environmental determination been Act of 1970? ☐ Yes ☐	made of the proposed work under the Califo No Pending	ornia Environmental Quality
If yes or pending, give the name and address	of the lead agency and State Clearinghouse	Number:
The geotechnical boring activities described in Section 15304, Class 4 and CEQA Guidelines		QA Guidelines
SCH No. N/A		
8. When is the project scheduled for construc	tion? <u>2025-2027</u>	
Please check exhibits accompanying this a	application.	
A. 🔽 Regional and vicinity maps showin	g the location of the proposed work.	
B.	the proposed work to include map scale.	
 C. Drawings showing the cross section banks, flood plain, 	on dimensions and elevations (vertical datum	n?) of levees, berms, stream
D. Drawings showing the profile elevation of the elevation of the profile elevation of the profile elevation of the elevation of th	ations (vertical datum?) of levees, berms, floo	od plain, low flow, etc.
E. A minimum of four photographs de	epicting the project site.	
	Signature of Applica	ant Date
	Date	an Date

Include any additional information:



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for operations and maintenance of the South Olivehurst Pump Station ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Reclamation District 784 "CONTRACTOR"

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date.	July 1, 2023	A CONTROL OF THE PROPERTY OF T	
Termination Date:	June 30, 2026		

The Term of this Agreement shall become effective on <u>July 1, 2023</u> and shall continue in the force and effect for a period of three (3) years, unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the Term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONTRACTOR and COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at

the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall furnish all equipment and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

6. DESIGNATED REPRESENTATIVES.

The Public Works Director is the representative of the COUNTY and will administer this Agreement for COUNTY. The General Manager is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

7. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A – Services

Attachment B – Payment

Attachment C – Additional Provisions

Attachment D – General Provisions

Attachment E – Insurance Provisions

8. TERMINATION. COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS, WHEREOF the parties hereto have executed this

Agreement on	, 2023.
"COUNTY"	"CONTRACTOR"
COUNTY OF YUBA	
Perminder Bains, Purchasing Agent	Sarbdeep Atwal, RD784 Board President
INSURANCE PROVISIONS APPROVED	
Jill Abel, Risk Manager	
APPROVED AS TO FORM COUNTY COUNSEL	APPROVED AS TO FORM RD784 COUNSEL
Mike Ciccozzi, County Counsel	Jesse Barton, RD784 Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

A.1.1. Incorporated fully herein is the attached Scope of Services proposed by RD784, which consists of one (1) page and which identifies five (5) specific tasks along with a schedule of "Work Hours and Fee Estimate", which is marked as Exhibit A, and by this reference incorporated herein as though set forth in full. Except to clean the trash racks, CONTRACTOR will not otherwise maintain nor manage vegetation in the canal or the Olivehurst Detention Basin.

A.2. TIME SERVICES RENDERED.

The services will be provided on such dates and at such times as mutually agreed upon by the COUNTY and CONTRACTOR.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY THE RECLAMATION DISTRICT #784.

CONTRACTOR shall furnish all equipment and other materials which may be required for furnishing services pursuant to this Agreement. The CONTRACTOR is not responsible to repair or replace County-owned facilities damaged by third parties or worn out during the course of regular operation.

COUNTY, at its sole cost and expense, is required to furnish all facilities, equipment and other materials which may be required for the disposal of used/excess lubricants, solvents, chemicals or other toxic materials used in the furnishing of services pursuant to this Agreement.

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

- B.1 BASE CONTRACT FEE In compensation for providing the services outlined in Attachment A during the Term of this Agreement, COUNTY shall pay CONTRACTOR a contract fee not to exceed Forty-Five Thousand Dollars (\$45,000); CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services, based upon the rate schedule set forth in Attachment A. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Fifty Thousand Dollars (\$50,000) without a formal written amendment to this Agreement approved by the COUNTY.
- **B.2 TRAVEL COSTS.** COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.
- **B.3 AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

ATTACHMENT C

ADDITIONAL PROVISIONS

FUNDING. CONTRACTOR and COUNTY agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONTRACTOR at contracted rates.

FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.

CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excepts and transcriptions.

CONFIDENTIALITY. CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

OSHA AND CALOSHA COMPLIANCE. All work performed shall be in compliance with appropriate CalOSHA and OSHA standards, as well as all Federal, State, County, and local ordinances and regulations.

ATTACHMENT D

GENERAL PROVISIONS

- **D.1 INDEPENDENT CONTRACTOR STATUS.** At all times during the term of this Agreement, the following apply:
 - **D.1.1** All acts of CONTRACTOR shall be performed as an independent contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
 - **D.1.2** CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.
 - **D.1.3** CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medicare payments.
 - **D.1.4** As an independent contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.
 - **D.1.5** CONTRACTOR may provide a service and or services to others during the same period service are provided to COUNTY under this Agreement.
 - **D.1.6** If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.
- **D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants

to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

- **D.3 TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR'S obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
- **D.4 INDEMNITY.** CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

COUNTY shall defend, indemnify, and hold harmless CONTRACTOR, its elected and appointed councils, boards, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of COUNTY in the performance of services rendered under this Agreement by COUNTY, or any of COUNTY's officers, agents, employees, contractors, or sub-contractors.

- **D.5 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.
- **D.6 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal value.
- **D.7 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement.
- **D.8 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.
- **D.11 TERMINATION.** Upon termination of this Agreement as otherwise provided herein,

CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

- **D.11.1** CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photo-stating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combination thereof.
- **D.11.2** COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.
- D.11.3 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for loss profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgement of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon (30) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

- 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of Section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.
- **D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.
- **D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- **D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.
- **D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
- **D.18 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- **D.19 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
 - **D.19.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
 - **D.19.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
- **D.20 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

- **D.21 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- **D.22 MODIFICATION.** No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- **D.23 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- **D.24 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
- **D.25 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- **D.26 JURISDICTION.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.
- **D.27 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- **D.28 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term a condition herein.
- **D.29 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party, hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
- **D.30 CONFLICT OF INTEREST.** Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing

Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR'S financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Department of Administrative Services County of Yuba Attn: Purchasing Agent 915 8th Street Suite 119 Marysville, CA 95901

With a copy to:

County Counsel County of Yuba 915 8th Street Suite 119 Marysville, CA 95901

If to "CONTRACTOR":

Reclamation District 784 Attn: Patrick Meagher 1594 Broadway Street Arboga, CA 95961

ATTACHMENT E

INSURANCE REQUIREMENTS

E.1 MINIMUM SCOPE OF INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors. If CONTRACTOR fails to maintain the insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

E.1.1 Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- c. Worker's Compensation Insurance as required by the State of California and Employer's Liability Insurance.

E.1.2 Minimum Limits of Insurance. CONTRACTOR shall maintain limits no less than:

1.	General Liability: (including operations, products and completed operations.)	\$1,000,000	Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2.	Automobile Liability:	\$1,000,000	Per accident for bodily injury and property damage.
3.	Workers' Compensation:		As required by the State of California.
4.	Employer's Liability:	\$1,000,000	Each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 Each employee bodily injury by disease.

- E.1.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- **E.1.4 Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (a) The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR's insurance policy, or as a separate owner's policy.
 - (b) For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 - (c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

E.2 BLANK

- **E.3** Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII unless otherwise acceptable to the COUNTY.
- **E.4 Verification of Coverage.** CONTRACTOR shall furnish the COUNTY with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the COUNTY or on other than the COUNTY's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- **E.6 Sub-Contractors.** CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

Attachment B

Letter of Intent to Participate Template (Attachment B-1)

LMA Representatives Template (Attachment B-2)

Resolution of Authority Template (Attachment B-3)

Attachment B-1 Letter of Intent to Participate

May 2, 2023

Mr. David J.W. Wheeldon FSRP Program Manager Department of Water Resources P. O. Box 219000 Sacramento, CA 95821-9000

<u>Subject: Letter of Intent to Participate in eligible flood risk reduction repairs under the Flood System Repair Project (FSRP)</u>

Mr. Wheeldon:

Reclamation District No. 784 herewith submits this letter of intent to participate in the eligible repairs under FSRP, as identified in the Department of Water Resources (DWR) Notice of Eligibility, dated March 29, 2023.

This letter of intent is pursuant to an authorizing resolution of the governing board of Reclamation District No. 784 dated May 2, 2023. Included are the following forms and support documentation:

- 1. Attachment B-2: LMA Representatives Form
- 2. Attachment B-3: Resolution of Authority

With this letter, and attached supporting documentation, Reclamation District No. 784 declares that it is legally authorized to contract with the State of California, is willing and able to design and implement the repairs in compliance with the California Water Code (CWC) § 9140 reporting requirements and will provide the State with the required assurances related to operation and maintenance of the project.

We understand that DWR will be contacting our representative(s) with additional information and a list of required documents to support development and execution of a Project Partnership Agreement (PPA). Please contact Patrick Meagher if you have any questions during this process.

Sincerely,

Patrick Meagher General Manager

Enclosures

Attachment B-2 Reclamation District No. 784 Representatives

Agency's Aut	thorized Representative Contact:			
Name:	Patrick Meagher			
Title:	General Manager			
Telephone:	530.742.0520			
Fax:	530.742.3021			
E-mail:	Patrick@rd784.org			
Agency's Au	thorized Alternate Representative Sean Minard	Contact:		
		<u> </u>		
Title:	Principle Civil Engineer, PE, PL	.0		
Telephone:	530.742.6485			
Fax:	_530.742.5639	_		
E-mail:	sminard@mhm-inc.com	_		
Organization	Type: (Flood control district, recla	amation district, city, etc.)		
Reclam	ation District located in South Yul	oa County		
For the geog	raphic extent of the Agency's juris	sdiction, please provide the following:		
California Sta	ate Senator: District No.: 3	Alex Padilla		
California Sta	ate Senator: District No.: 3	Mark Meuser		
California Assembly Member: District No.: 3 James Gallagher				

Please attach a copy of Agency's Charter and the names and titles of its officers.

Attachment B-3 Resolution of Authority

Resolution No: <u>2023 – 05 - 01</u>

RESOLUTION OF <u>Reclamation District No. 784</u>, APPROVING THE INTENT TO PARTICIPATE IN THE FLOOD SYSTEM REPAIR PROJECT TO RECEIVE STATE COST-SHARE FUNDS

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the Department of Water Resources has been delegated the responsibility for establishing the necessary procedures for the administration of this program; and

WHEREAS, said procedures established by the Department of Water Resources require a resolution certifying the approval of Intent to Participate Letter by the Applicant's governing board before submission to the State; and

WHEREAS, the Applicant, if selected, will enter into a cost share and assurance agreement with the State of California to implement the project.

NOW, THEREFORE, BE IT RESOLVED that the Reclamation District No. 784:

- 1. Approves the filing of the Intent to Participate Letter for the <u>Levee Patrol Road</u> <u>Rehabilitation Project.</u>
- 2. Certifies that Applicant understands the assurances and certification required.
- Certifies that Applicant or title holder will have sufficient funds to operate and maintain the project(s) consistent with the land tenure requirements; or will secure the resources to do so.
- 4. Certifies that Applicant will comply with all provisions of Section 1771.5 of the California Labor Code.
- 5. Certifies that the project will comply with all applicable laws and regulations including, but not limited to, the *California Environmental Quality Act* (CEQA), state or municipal building codes, health and safety codes, disabled access laws; and, prior to commencement of construction, Applicant will obtain all applicable permits.
- 6. Delegates authority to the <u>General Manager</u>, to serve as the Applicant's agent in the negotiations, execution, and submission of all documents, including any amendment thereof, but not limited to applications, agreements, and payment requests, which may be necessary for the completion of the aforementioned project(s).

Approved and adopted the _certify that the foregoing Reclamation District No. 78	Resolution Number	_20		dersigned adopted	34.	
Following Roll Call Vote:	Ayes: Nays: Absent:					
Clerk/Secretary for the Gove	erning Board			_		



April 21, 2023

Mr. Patrick Meagher Reclamation District 784 1594 Broadway Street Arboga, CA 95961

Re: Proposal to Reclamation District No. 784 Assessment Roll Administration for FY 2023/2024

Dear Mr. Meagher:

Larsen Wurzel & Associates, Inc. (LWA) appreciates the opportunity to submit this proposal for consulting services for Reclamation District 784 (RD 784) for the assessment roll administration for FY 2023/2024. LWA is committed to continued administration support for the District's assessment from prior fiscal years, and the preparation of the FY 2023/2024 assessment roll in a timely manner for submission to Yuba County for collection before the county elected deadline in August 2023. Following submission of the assessment roll, LWA will respond to any follow-up questions from the County and prepare direct bills to be mailed by the end of September 2023.

SCOPE OF SERVICES

The following Scope of Services describes the tasks and timing of work to be completed under this proposal. The period of performance will be July 1, 2023, through June 30, 2024.

Task 1 - Landowner Inquiries and Assessment Roll Follow Up

This task includes researching and addressing property owner inquiries which may involve processing any resulting assessment adjustments. LWA has included budget to address up to appropriately 20 property owner inquiries.

Task 2 – TRLIA Payment Administration

This task includes the coordination for and calculation of the three annual Three River Levee Improvement Authority (TRLIA) payments as agreed to in the contract executed on August 18, 2020, between RD 784 and TRLIA. Payments are scheduled to be made for December 2023, April 2024, and June 2024 assessment collection. Payments will be calculated as soon as the necessary information becomes available, usually in the month following the payment timeframe (January, May, and July 2024).

Task 3 – Direct Bill Tracking and Delinquency Notifications

This task includes coordinating with RD 784 staff to track Direct Bill payments and accumulated delinquencies from prior fiscal years. It includes mailing of Delinquent Statements (expected to occur in January 2024) and mailing of Delinquency Notifications (expected to occur in April 2024). Delinquent Statements are mailed via

regular USPS First-Class mail and Delinquent Notification letters are mailed via tracked USPS First-Class mail to document proof of delivery. This task also includes integrating updated penalty and interest charges for the initial Direct Bill mailing, the Delinquent Statement mailing, and the Delinquent Notification mailing into the RD 784 QuickBooks Online portal.

In FY2022/23, LWA worked with RD 784 staff to implement the use of QuickBooks Online to track the direct assessment bills, delinquencies and payments. LWA bore the cost of the monthly subscription during implementation to prove the effectiveness of the software. As a result of the significant reduction in the level of effort required to track payments and delinquencies, QuickBooks Online will continue to be utilized in FY2023/24 and the monthly subscription cost (\$55/month) will be charged under this task. LWA will evaluate the process and requirements for accepting electronic payments for possible implementation in FY2024/25.

Task 4 - Assessment Roll Update

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

Task 5 - Yuba County Assessment Roll Preparation

This task includes preparation of the assessment roll for application on the Yuba County property tax roll, preparation of the necessary resolutions, submission to the County, and any follow up required to resolve any parcel rejected for collection by the County. This task will be completed by the County's deadline in early August 2023 with follow-up corrections as necessary through September 2023.

Task 6 - Direct Bill Assessment Preparation (Initial Mailing)

This task includes the preparation of the Direct Bill assessment roll and the production and mailing of the initial Direct Bills for FY 2023/2024. This task will be completed following confirmation of any corrections to the County assessment roll in September 2023. The initial Direct Bills will be mailed in late September 2023 to coincide with the mailing of Yuba County property tax bills.

Task 7 - Contingency

In previous administration years, unforeseen circumstances have resulted in additional efforts that were necessary to close out the fiscal year's administration. This task has been added to account for the potential additional effort to close out FY 2023/2024, if necessary, and will serve as a stopgap in the event that additional budget is necessary.



BUDGET

The following table summarizes the proposed budget for the RD 784 FY 2023/2024 Assessment Administration associated with the above-described tasks.

Proposed Budget

Task	Proposed Budget
Task 1 – Landowner Inquiries and Administration Follow Up	\$7,200
Task 2 – TRLIA Payment Administration	\$3,300
Task 3 – Direct Bill Tracking / Delinquency Notifications	\$24,400
Task 4 – Assessment Roll Update	\$20,000
Task 5 – County Assessment Roll	\$3,400
Task 6 – Direct Bill Preparation	\$4,600
Task 7 – Contingency	\$5,000
Totals	\$67,900

Approval of this letter with your signature below would authorize a maximum total budget for services of up to \$67,900. Fees are based on a direct cost (hourly rates and direct expenses) not-to-exceed basis. You will only be charged for work actually performed up to the authorized maximum budget. Invoices are sent on a monthly basis for the services provided the preceding month. A statement of accrued and invoiced services to date will be provided with each billing. The standard billing rate sheet for LWA for all staff has been attached to this engagement letter.

I hope this engagement letter meets your approval. If so, please sign and return one copy of this letter and keep another copy for your records. If you require any changes to this letter, please do not hesitate to contact me at (916) 827-1707.

Sincerely,

50MB

ACCEPTED BY:

Scott L. Brown, PE

Principal

Larsen Wurzel & Associates

Patrick Meagher

District Manager

Reclamation District No. 784

(DATE)



Larsen Wurzel & Associates, Inc. Hourly Rate Schedule

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

^{*}Rates subject to adjustment on January 1st of each year.

Automobile mileage is billed at the IRS federal reimbursement rate.

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



MEMORANDUM

Date: April 17, 2023

To: ACWA Region 2 General Managers and Board Presidents

(sent via e-mail)

From: ACWA Region 2 Nominating Committee

Jeff Sutton, Tehama Colusa Canal Authority

• Ted Trimble, Western Canal Water District

Thad Bettner, Glen Colusa Irrigation District

Subject: Call for Candidates for Region Boards

The Region 2 Nominating Committee is looking for ACWA members who are interested in leading the direction of ACWA Region 2 for the 2024-'25 term. The Nominating Committee is currently seeking candidates for the Region 2 Board, which is comprised of Chair, Vice Chair and up to five Board Member positions. In a separate but concurrent process, ACWA's Election Committee has announced its call for candidates for ACWA President and Vice President. **More information about both processes is available at www.acwa.com/elections.** The leadership of ACWA's 10 geographical regions is integral to the leadership of ACWA. The Chair and Vice Chair of Region 2 serve on ACWA's statewide Board of Directors and recommend all committee appointments for Region 2. The members of the Region 2 Board determine the direction and focus of region issues and activities. Additionally, they support the fulfillment of ACWA's goals on behalf of members and serve as a key role in ACWA's grassroots outreach efforts.

If you, or someone within your agency, are interested in serving in a leadership role within ACWA by becoming a Region 2 Board Member, please familiarize yourself with the <u>role and responsibilities of the region boards</u> and the <u>Region 2 Rules and Regulations</u> and submit the following documents by **June 16**:

- A candidate nomination form
- A signed resolution of support from your agency's Board of Directors (A sample resolution is available online)

June 16

In addition to the required documents, you may also send a short biography and a headshot photo to be included in the candidate section of ACWA's elections webpage; however, these are not required.

The election will begin on July 17 with electronic ballots emailed to General Managers and Board Presidents. The ballot will include the Nominating Committee's recommended slate and any additional candidates interested in the region board positions who meet the qualification criteria.

11



All region ballots must be submitted by Sept. 15. One ballot per agency will be counted. Election results announced Sept. 27 and the newly elected Region 2 Board Members will begin their two-year term of service on Jan. 1, 2024.

If you have any questions, please visit www.acwa.com/elections or contact Senior Regional Affairs Representative Michael Cervantes at michaelc@acwa.com or (916) 291-1118



2023 ACWA Region Election Timeline 2024-2025 Term

February 28:

NOMINATING COMMITTEES APPOINTED

- With concurrence of the region board, the region chairs appoint at least three region members to serve as the respective region's Nominating Committee
- Those serving on nominating committees are ineligible to seek region offices
- Nominating Committee members are posted online at www.acwa.com

March 1-31:

NOMINATING COMMITTEE TRAINING

- Nominating Committee packets will be e-mailed out to each committee member
- ACWA staff will hold a training session via conference call with each nominating committee to educate them on their specific role and duties
 - o Regions 1-10 Nominating Committees: via Zoom Meetings

April 17:

CALL FOR CANDIDATES

 The call for candidate nominations packet will be e-mailed to ACWA member agency Board Presidents and General Managers

June 16:

DEADLINE FOR COMPLETED NOMINATION FORMS

- Deadline to submit all Nomination Forms and board resolutions of support for candidacy for region positions
- Nominating Committee members may need to solicit additional candidates in person to achieve a full complement of nominees for the slate

June 19:

CANDIDATE INFORMATION TO NOMINATING COMMITTEES

 All information submitted by candidates will be forwarded from ACWA staff to the respective region Nominating Committee members with a cover memo explaining their task



June 20 - July 10: RECOMMENDED SLATES SELECTED

- Nominating Committees will meet to determine the recommended individuals for their region. The slate will be placed on the election ballot.
- Nominating Committee Chairs will inform their respective ACWA Regional Affairs Representative of their recommended slate by July 10
- Candidates will be notified of the recommended slate by July 14
- The Nominating Committee Chair will approve the official region ballot

July 17: ELECTIONS BEGIN

- All 10 official electronic ballots identifying the recommended slate and any additional candidates for consideration for each region will be produced and e-mailed to ACWA member agencies only
- Only one ballot per agency will be counted

September 15: ELECTION BALLOTS DUE

 Deadline for all region elections. All region ballots must be received by ACWA by September 15, 2023

September 27: ANNOUNCEMENT OF ELECTION RESULTS

- Newly-elected members of the region boards will be contacted accordingly
- An ACWA Advisory will be distributed electronically to all members reporting the statewide region election results
- Results will be posted at acwa.com and will be published in the October issue of ACWA News

REGION BOARD CANDIDATE NOMINATION FORM



Name of Candida	te:	Title:	
Agency:		Agency Phone:	
Direct Phone:		E-mail:	
Address:		ACWA Region: County:	
If you are intere	Board Position Preference sted in more than one position, please priority - 1st, 2nd and 3rd choice.	Agency Function(s) Check all that apply	
☐ Chair:	Money 134, 2110 and ord officer	☐ Wholesale ☐ Urban Water Supply	
☐ Vice Chair:			
□ Board Member:		☐ Ag Water Supply☐ Sewage Treatment	
_ Board Membe		Retailer	
If you are not o	hosen for the recommended slate,	☐ Wastewater Reclamation	
would you like t	to be listed in the ballot's individua		
If noither is selected	candidate section? d, your name will NOT appear on the ballo		ishment
☐ Yes	□ No	☐ Other:	
Describe your AC	WA-related activities that help qua	lify you for this office:	
Write below or a	ttach a half-page bio summarizing t	he experience and qualifications that make le the number of years you have served in you	r current agen
Write below or at candidate for AC position, the numb the water commun	ttach a half-page bio summarizing t WA Region leadership. Please includ per of years you have been involved in hity. You may share a candidate photo		r current agend een involved in
Write below or at candidate for AC position, the numb the water commun	ttach a half-page bio summarizing t WA Region leadership. Please includers	he experience and qualifications that make le the number of years you have served in you n water issues and in what capacity you have be	r current agend een involved ir
Write below or at candidate for AC position, the numb the water commun	ttach a half-page bio summarizing t WA Region leadership. Please includ per of years you have been involved in hity. You may share a candidate photo	he experience and qualifications that make le the number of years you have served in you n water issues and in what capacity you have be	r current agen een involved ir
Write below or at candidate for AC position, the number the water communishared on the AC lacknowledge that attending region be Program, as well as	ttach a half-page bio summarizing to the walf-page bio summarizing to the walf-page bio summarizing to walf-page bio summarizing to walf-page be of years you have been involved in hity. You may share a candidate photo walf-page. WA region election webpage.	he experience and qualifications that make le the number of years you have served in your water issues and in what capacity you have be along with your application. Candidate photos actively participate on the Region Board during region in region conference calls, participating in the of commitment to the region and the association	r current agen een involved ii s and bios will my term, includ ACWA's Outrea
Write below or at candidate for AC position, the number the water communishared on the AC lacknowledge that attending region be the program, as well as	ttach a half-page bio summarizing to the walf-page bio summarizing to walf-page bio summarizing to walf-page included a series of years you have been involved in hity. You may share a candidate photo walf-page. The region election webpage. The role of a region board member is to cord and membership meetings, particity other ACWA functions to set an example.	he experience and qualifications that make le the number of years you have served in your water issues and in what capacity you have be along with your application. Candidate photos actively participate on the Region Board during region in region conference calls, participating in the of commitment to the region and the association ing Committee.	r current agen een involved ii s and bios will my term, includ ACWA's Outrea

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE (DISTRICT NAME) PLACING IN NOMINATION (NOMINEE NAME) AS A MEMBER OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES REGION ____ (POSITION)

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF (DISTRICT NAME) AS FOLLOWS:

	DLIII	ILSOLVED BY THE BOTTING OF BIRECTORIO OF LE							
A.	<u>Recital</u>	<u>s</u>							
	(i) partici (ACW <i>i</i>	The Board of Directors (Board) of the (Distric pation of its members in the affairs of the Ass A).							
	(ii)	(Nominee Title), (Nominee Name) is current	y serving as (Positi	on) for ACWA Region					
and/o	r								
	(iii)	(Nominee Name) has indicated a desire to se	erve as a (Position)	of ACWA Region					
В.	Resolves								
	NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF (DISTRICT NAME),								
	(i) (Positi	Does place its full and unreserved support in on) of ACWA Region	the nomination of	(Nominee Name) for the					
	(ii) in ACV	Does hereby determine that the expenses at NA Region shall be borne by the (District		ervice of (Nominee Name)					
Adopt	ed and	approved this day of (month) 2023.							
	(OE A : 1		(Nominee Name),	(Title)					
	(SEAL)		(District Name)						

of (District Name), hereby certify that ne Board of Directors of said District, nat meeting by the following roll call

ACWA Region 2 Rules & Regulations

Each region shall organize and adopt rules and regulations for the conduct of its meetings and affairs not inconsistent with the Articles of Incorporation or bylaws of the Association (ACWA Bylaw V, 6.).

Officers

When possible, at least one of the positions of chair or vice chair shall be held by an agency elected/appointed board member.

The chair will appoint a secretary if one is deemed necessary.

The alternates for the chair and vice chair positions can be either board members or agency staff.

Meetings

Region 2 will meet at least quarterly; two of those meetings may be at the ACWA conferences.

The chair will determine if non-members are invited to attend the region's activities or events.

Attendance

If a region chair or vice chair is no longer allowed to serve on the Board of Directors due to his / her attendance, the region board shall appoint from the existing region board a new region officer. (ACWA Policy & Guideline Q, 1.)

If a region chair or vice chair misses three consecutive region board / membership meetings, the same process shall be used to backfill the region officer position. (ACWA Policy & Guideline Q, 1.)

If a region board member has three consecutive unexcused absences from a region board meeting or general membership business meeting, the region board will convene to discuss options for removal of the inactive board member. If the vacancy causes the board to fail to meet the minimum requirement of five board members, the region must fill the vacancy according to its rules and regulations. (ACWA Policy & Guideline Q, 3.)

Elections

All nominations received for the region chair, vice chair and board positions must be accompanied by a resolution of support from each sponsoring member agency, signed by an authorized representative of the Board of Directors. Only one individual may be nominated from a given agency to run for election to a region board. Agencies with representatives serving on the nominating committees should strive not to submit nominations for the region board from their agency. (ACWA Policy & Guideline P, 2.)

Election ballots will be e-mailed to ACWA member agency general managers and presidents.

The nominating committee shall consist of three to five members.

The nominating committee should pursue qualified members within the region to run for the region board, and should consider geographic diversity, agency size and focus in selecting a slate.

See current region election timeline for specific dates.

Endorsements

ACWA, as a statewide organization, may endorse potential nominees and nominees for appointment to local, regional, and statewide commissions and boards. ACWA's regions may submit a recommendation for consideration and action to the ACWA Board of Directors to endorse a potential nominee or nominee for appointment to a local, regional or statewide commission or board. (ACWA Policy & Guideline P, 3.)

Committee Recommendations & Representation

All regions are given equal opportunity to recommend representatives of the region for appointment to a standing or regular committee of the Association. If a region fails to provide full representation on all ACWA committees, those committee slots will be left open for the remainder of the term or until such time as the region designates a representative to complete the remainder of the term. (ACWA Policy & Guideline P, 4. A.)

At the first region board / membership meeting of the term, regions shall designate a representative serving on each of the standing and regular committees to serve as the official reporter to and from the committee on behalf of the region to facilitate input and communication. (ACWA Policy & Guideline P, 4. B.)

The chair and vice chair shall make all committee appointment recommendations to the ACWA committees, to be ratified by the region board prior to submission to the ACWA president for consideration.

Tours

ACWA may develop and conduct various tours for the regions. All tour attendees must sign a "release and waiver" to attend any and all region tours. Attendees agree to follow environmental guidelines and regulations in accordance with direction from ACWA staff; and will respect the rights and privacy of other attendees. (ACWA Policy & Guideline P, 6.)

Finances

See "Financial Guidelines for ACWA Region Events" document.

Amending the Region Rules & Regulations

ACWA policies and guidelines can be amended by approval of the ACWA Board of Directors.

The Region 2 Rules & Regulations can be amended by a majority vote of those present at any Region 2 meeting as long as a quorum is present.





ACWA Regions provide the grassroots support to advance ACWA's legislative and regulatory agenda.

Background

As a result of ACWA's 1993 strategic planning process, known as Vision 2000, ACWA modified its governance structure from one that was based on sections to a regional-based configuration. Ten regions were established to provide geographic balance and to group agencies with similar interests.

Primary Charge of Regions

- To provide a structure where agencies can come together and discuss / resolve issues of mutual concern and interest and based on that interaction, provide representative input to the ACWA board.
- To assist the Outreach Task Force in building local grassroots support for the ACWA Outreach Program in order to advance ACWA's legislative and regulatory priorities as determined by the ACWA Board and the State Legislative, Federal Affairs or other policy committees.
- To provide a forum to educate region members on ACWA's priorities and issues of local and statewide concern.
- To assist staff with association membership recruitment at the regional level.
- To recommend specific actions to the ACWA Board on local, regional, state and federal issues as well as to recommend endorsement for various government offices and positions.

Region chairs and vice chairs, with support from their region boards, provide the regional leadership to fulfill this charge.

Note: Individual region boards CANNOT take positions, action or disseminate communication on issues and endorsements without going through the ACWA Board structure.

GENERAL DUTIES / RESPONSIBILITIES FOR REGION OFFICERS

Region Chair

- Serves as a member of the ACWA Board of Directors at bimonthly meetings at such times and places as the Board may determine. The Chair will also call at least two Region membership meetings to be held at each of the ACWA Conferences and periodic Region Board meetings.
- Serves as a member of ACWA's Outreach Program, and encourages region involvement. Appoints Outreach Captain to help lead outreach effort within the region.
- Presides over all region activities and ensures that such activities promote and support accomplishment of ACWA's Goals.
- Makes joint recommendations to the ACWA President regarding regional appointments to all ACWA committees.
- Appoints representatives in concurrence of the region board, to serve on the region's nominating committee with the approval of the region board.
- Facilitates communication from the region board and the region membership to the ACWA board and staff.

Region Vice Chair

- Serves as a member of the ACWA Board of Directors at bimonthly meetings at such times and places as the Board may determine. The Vice Chair will also participate in at least two Region membership meetings to be held at each of the ACWA Conferences and periodic Region Board meetings.
- O Performs duties of the Region Chair in the absence of the chair.
- Serves as a member of ACWA's Outreach Program, and encourages region involvement.
- Makes joint recommendations to the ACWA president regarding regional appointments to all ACWA committees.

Region Board Member

- Participate in at least two Region membership meetings to be held at each of the ACWA Conferences and periodic Region Board meetings.
- Supports program planning and activities for the region.
- Actively participates and encourages region involvement in ACWA's Outreach Program.
- May serve as alternate for the chair and/or vice chair in their absence (if appointed) to represent the region to the ACWA Board.

REGION MAP



ACWA Public Water Agency Members by County

Alameda Alameda County Water District City of Pleasanton Dublin San Ramon Services District East Bay Municipal Utility District Zone 7 Water Agency

Alpine Kirkwood Meadows PUD

Amador Amador Water Agency

Butte
Butte Water District
Ducor Community Services District
Paradise Irrigation District
Redamation District #2047
Richwale Irrigation District
South Feather Water and Power
Agency
Thermalito Water & Sewer District
Western Canal Water District

Calaveras
Calaveras County Water District
Calaveras Public Utility District
San Andreas Sanitary District
Utica Water Power Authority

Colusa
Colusa County Water District
Knights Landing Ridge Drainage
District
Princeton-Codora-Glenn Irrigation
District
Redamation District #1004
Redamation District #108
Sacramento River West Side Levee
District
Sites Project Joint Powers Authority

Contra Costa Byron Bethany Irrigation District Contra Costa Water District Diablo Water District East Contra Costa Irrigation District

El Dorado El Dorado County Water Agency El Dorado Irrigation District Georgetown Divide PUD South Tahoe Public Utilities District

City of Fresno Consolidated Irrigation District **Dudley Ridge Water District** Firebaugh Canal Water District Free Water County Water District Fresno Irrigation District Fresno Metropolitan Hood Control District Fresno Slough Water District Friant North Authority James Irrigation District Kings River Water District Laguna Irrigation District Laton Community Service District Malaga County Water District McMullin Area Groundwate Sustainability Agency Mid-Valley Water District Orange Cove Irrigation District Pacheco Water District Panoche Drainage District Panoche Water District Pinedale County Water District Raisin City Water District Redamation District #1606 Riverdale Irrigation District Root Creek Water District Sierra Cedars Community Services Tranquillity Irrigation District Westlands Water District

Glenn Glenn-Colusa Irrigation District Glide Water District Kanawha Water District Orland-Artois Water District Provident Irrigation District Redamation District #2047 Tehama Colusa Canal Authority

Humboldt Humboldt Bay Harbor Rec. & CD Humboldt Bay Municipal WD Humboldt CSD McKinleyville CSD

Imperial Bard Water District Imperial Irrigation District

Inyo Wheeler Crest CSD Sierra Highlands CSD

Kem Arvin-Edison Water Storage District Belridge Water Storage District Berrenda Mesa Water District **Boron Community Services District** Buena Vista Water Storage District Cawelo Water District City of Tehachapi Delano-Earlimart ID Groundwater Sustainability Delano-Earlimart Irrigation District Frazier Park Public Utilities District Golden Hills CSD Greenfield County Water District Groundwater Banking JPA Indian Wells Valley Water District Kern County Water Agency Kern Delta Water District Kern Tulare Water District Lost Hills Water District Moiave PUD North Kern WSD Rand Communities WD Rosamond CSD Rosedale-Rio Bravo WSD Semitropic WSD Shafter-Wasco ID Southern San Joaquin MUD South Valley Water Resources Authority Tehachapi-Cummings County WD West Kern WD Westside Water Authority Wheeler Ridge-Maricopa WSD Kings Angiola Water District

Kings
Angiola Water District
Atwell Island Water District
Corcoran Irrigation District
Deer Creek Storm Water District
El Rico GSA
Empire West Side Irrigation District
Green Valley Water District
Kings County Water District
Lakeside Irrigation Water District
Tri-County Water Authority
Tulare Lake Basin WSD
W.H. Wilbur Rec. District #825

Lake
Clearlake Oaks County Water
District
Hidden Valley Lake Community
Services District

Los Angeles Antelope Valley State Water Contractors Antelope Valley-East Kern WA Azusa Light & Water Burbank Water & Power Central Basin MWD Cresenta Valley Water District City of Glendora-Water Division City of La Verne City of Long Beach Water Dept. Devils Den Water District Foothill Municipal Water District Glendale Water & Power Kinneloa Irrigation District La Canada Irrigation District La Puente Valley County WD Las Virgenes Municipal WD Littlerock Creek Irrigation District Los Angeles County Waterworks Districts Los Angeles Dept. of Water Power

Main San Gabriel Basin Metropolitan Water District of nern California Orchard Dale Water District Palm Ranch Irrigation District Palmdale Water District Pasadena Water & Power Pico Water District Pomona-Walnut-Rowland IWIC Puente Basin Water Agency Quartz Hill Water Districts Rowland Water District San Gabriel Basin Water Quality Authority San Gabriel County Water District San Gabriel Valley Municipal Water

District
Santa Clarita Valley Water Agency
Spadra Basin Groundwater
Sustainability Agency
SCV Groundwater Sustainability
Agency
South Montebello Irrigation
District
Three Valleys Municipal WD

Upper San Gabriel Valley MWD
Upper Santa Clara Valley Joint
Power Authority
Valley County Water District
Walnut Valley Water District
Water Replenishment District of
Southern California
West Basin Municipal Water
District

Madera
Chowchila Water District
Gravelly Ford Water District
Le Grand-Athlone Water District
Madera County Water and Natural
Resources
Madera Irrigation District
Madera Water District

Madera-Chowchilla Water and PA

Marin Bolinas Community PUD Marin Municipal Water District North Marin Water District Stinson Beach County Water District

Mariposa Mariposa Public Utilities District

Mendocino Brooktrails Township Community Services District Calpella County Water District Laytonville County Water District Mendocino County Russian River Flood Control & Water Millview County Water District Redwood Valley County WD Upper Russian River Water Agency Willow County Water District

Merced
Central California Irrigation District
Delhi County Water District
Eastside Water District
Eastside Water District
East Turlock Subbasin
Groundwater Sustainability Agency
Grassland Water District
Henry Miller Rec. District #2131
Le Grand CSD
Merced Integrated Regional Water
Management Authority
Merced Irrigation District
Merced Irrigation District
Merced Irrigation Urban GSA
Planada Community Services
District
San Luis & Delta-Mendota Water

San Luis Water District Mono Mammoth Community WD

Monterey
Aromas Water District
Castroville Community Services
District
Marina Coast Water District
Monterey One Water
Monterey Peninsula Water
Management District
Pebble Beach Community Services
District

Napa Circle Oaks County Water District

Nevada Nevada Irrigation District San Juan Ridge County WD Sierra Lakes County Water District Truckee Donner PUD

City of Newport Beach

City of Santa Ana East Orange County Water District El Toro Water District Irvine Ranch Water District La Habra Heights County Water District Laguna Beach County Water District Mesa Water District Moulton Niguel Water District MWD of Orange County Orange County Water District Santa Margarita Water District Santiago Aqueduct Commission Serrano Water District South Coast Water District Trabuco Canyon Water District West Orange County Water Board Yorba Linda Water District

Placer City of Roseville Midway Heights County WD Placer County Water Agency San Juan Water District Tahoe City Public Utilities District

Riverside
Beaumont-Cherry Valley WD
Benford-Coldwater Groundwater
Sustainability Agency
City of Corona Dept. of Water &
Power
Coachella Valley Water District
Coachella Water Authority
Desert Water Agency
Eastern Municipal Water District

Elsinore Valley MWD Idyllwild Water District Indio Water Authority lurupa Community Services District Lake Hemet Municipal WD Mission Springs Water District Palo Verde Irrigation District Pinyon Pines County Water District Rancho California Water District Riverside County Flood Control & Water Conservation District Riverside Public Utilities Salton Sea Authority San Gorgonio Pass Water Agency Santa Ana Watershed Project Authority Santa Rosa Regional Resources Authority Western Municipal Water District

District Carmichael Water District Citrus Heights Water District City of Folsom City of Sacramento - Dept. of Utilities Del Paso Manor Water District Delta Conveyance Design and Construction Authority Elk Grove Water District, Dept. of FRCD Fair Oaks Water District North Delta Water Agency Omochumne-Hartnell WD Reclamation District #744 Reclamation District #1000 Rio Linda/Elverta Community WD Sacramento County Water Agency Sacramento Suburban WD South Yuba Water District

American River Flood Control

San Benito
City of San Juan Bautista
San Benito County Water District
Sunnyslope County Water District
San Bernardino

Apple Valley Foothill County WD Apple Valley Heights County WD Bear Valley Basin Groundwater Sustainability Agency **Big Bear City Community Services** Big Bear Municipal Water District Chino Basin Water Conservation District Chino Basin Watern City of Rialto/Rialto Utility Authority Crestline Village Water District Crestline-Lake Arrowhead WA Cucamonga Valley Water District Fast Valley Water District Hi-Desert Water District Inland Empire Utilities Agency Joshua Basin Water District Lake Arrowhead CSD Mariana Ranchos County WD Mojave Water Agency Monte Vista Water District

San Bernardino Valley Municipal
Water District
San Bernardino Valley Water
Conservation District
Twentynine Palms Water District
West Valley Water District
San Dlego
Borrego Water District
City of Escondido
City of Oceanside-Water Utilities
Dept.
City of San Dlego Public Utilities
Fallbrook Public Utilities
Fallbrook Public Utilities

Dept. City of San Diego Public Utilities Fallbrook Public Utility District Helix Water District Lakeside Water District Majestic Pines Community Services Olivenhain Municipal Water Otay Water District Padre Dam Municipal Water District Rainbow Municipal Water District Ramona Municipal Water District Rincon del Diablo Municipal Water San Diego County Water Authority San Dieguito Water District Santa Fe Irrigation District South Bay Irrigation District Sweetwater Authority Upper San Luis Rev RCD Vallecitos Water District Valley Center Municipal Water

Vista Irrigation District Wynola Water District Yuima Municipal Water District

San Francisco San Francisco Public Utility Commission

San Joaquin
Banta-Carbona Irrigation District
Central San Joaquin Water
Conservation District
Mountain House Community
Services District
North San Joaquin Water
Conservation District
Pescadero Reclamation District
#2058
Reclamation District #2026
South San Joaquin Irrigation
District
Stockton East Water District
The West Side Irrigation District
Woodbridge Irrigation District

San Mateo
Bay Area Water Supply &
Conservation Agency
Coastside County Water District
Mid-Peninsula Water District
Montara Water & Sanitary District
North Coast County Water District
San Francisquito Creek Joint
Powers Authority
San Mateo Hood and Sea Level
Rise Resiliency District
Westborough Water District

Santa Barbara
Cachuma Operation and
Maintenance Board
Carpinteria Valley Water District
Central Coast Water Authority
City of Buellton
City of Santa Barbara
Goleta Water District
Los Alamos Community Services
District
Mission Hills Community Services
District
Montecito Sanitation District
Montecito Water District

Montecito Sanitation District Montecito Water District Santa Ynez River Water Conservation District Improvement District No. 1 Vandenberg Village Community Services District

Santa Clara Purissima Hills Water District Valley Water

Santa Cruz
Central Water District
City of Santa Cruz Water Dept.
City of Watsonville Water
Department
Pajaro Valley Water Management
Agency
Pajaro/Sunny Mesa Community
Services District
Scotts Valley Water District
Soquel Creek Water District

Anderson-Cottonwood ID
Bella Vista Water District
Centerville Community Services
District
City of Redding Water Utility
City of Shasta Lake
Clear Creek Community Services
District
Cottonwood Water District
Fall River Valley Community
Services District
Mountain Gate Community
Services District
Mountain Gate Community
Services District

Shasta

Shasta County Water Agency Sierra Sierra County WWD #1

SIskiyou Montague Water Conservation District Scott Valley Irrigation District Tulelake Irrigation District

Solano
City of Vacaville, Utilities
Department
City of Vallejo
Maine Prairie Water District
Redamation District #2068
Rural North Vacaville Water
District
Solano County Water Agency
Solano Irrigation District
Suisun-Solano Water Authority
Suisun-Solano Water Authority

Sonoma Bodega Bay PUD City of Santa Rosa - Water Dept. Forestville Water District Sonoma Mountain County WD Sonoma Water Valley of the Moon Water District

Stanislaus
City of Modesto, Utilities Department
Del Puerto Water District
Lake Don Pedro Community Services
District
Modesto Irrigation District
Oakdale Irrigation District
Patterson Frigation District
Stanislaus Regional Water Authority
Turck Irrigation District
West Stanislaus Irrigation District

Sutter Brophy Water District Feather Water District Redamation District #1500 South Sutter Water District Sutter Extension Water District Tehama Corning Water District

Trinity Weaverville Community Services District

Tulare Alpaugh Community Services District Alpaugh Irrigation District Alta Irrigation District County of Tulare, County Administration Office
Deer Creek & Tule River Authority Exeter Irrigation District Friant Power Authority Friant Water Authority Ivanhoe Irrigation District Ivanhoe Public Utilities District Kaweah Delta Water Conservation District Kings River East Groundwater Sustainability Agency Kings River Water District Lindsay-Strathmore Irrigation District Lower Tule River Irrigation District Lower Tule River Irrigation District Mid-Kaweah Groundwate

GSA
Mid-Kaweah Groundwater
Sustainability Agency
Orosi Public Utilities District
Pixley Irrigation District
Pixley Irrigation District
Saucelito Irrigation District
Saucelito Irrigation District
South Valley Water Association
South Valley Water Banking Authority
St. Johns Water District
Stone Corral Irrigation District
Tri-Districts Water Authority
Tri-Valley Water District
Tri-Uistricts Water Authority
Tri-Valley Water District
Tri-Ualer Irrigation District

Tuolumne Tri-Dam Project Tuolumne County Water Agency Tuolumne Utilities District

Ventura
Arroyo Santa Rosa GSA
Calleguas Municipal Water District
Camrosa Water District
Castas Municipal Water District
Channel Islands Beach Community
Services District
County of Ventura Public Works
Pleasant Valley County Water District
Triunfo Water & Sanitation District
United Water Conservation District
Ventura County, Public Works
Ventura River Water District
Ventura Water, Gity of Ventura

Yolo
Dunnigan Water District
Redamation District #2035
Redamation District #307
Redamation District #399
Woodland Davis Clean Water Agency
Yolo County Flood Control and Water
Conservation District

Yuba
Browns Valley Irrigation District
Camp Far West Irrigation District
City of Yuba City
North Yuba Water District
Ramirez Water District
Reclamation District 784
Yuba County Water Agency

Classification	1st Year	2nd Year	3rd Year	4th Year	5th Year	COLA:
Field Worker I	\$ 18.50	\$ 19.43	\$ 20.40	\$ 21.42	\$ 22.49	
Field Worker II	\$ 19.43	\$ 20.40	\$ 21.42	\$ 22.49	\$ 23.61	
Field Worker III	\$ 20.40	\$ 21.42	\$ 22.49	\$ 23.61	\$ 24.79	
Administrative Assistant	\$ 28.83	\$ 30.27	\$ 31.79	\$ 33.37	\$ 35.04	

Comparisons:

	1st Year Avera		rage	
OPUD Utility Worker (Eff. 02/20/2023)	\$	17.30		
RD784 Field Worker I (Eff. 06/24/2022)	\$	17.57	ا د	18.37
Levee District 1 Field Worker (Eff. 2023)	\$	18.50	٧	10.57
Yuba Co. PW Maint I (Eff. 03/01/2023)	\$	20.11		****

	1st	Year	Ave	rage
RD784 Administrative Assistant				
(Eff. 06/24/2022)	\$	27.16		
OPUD Administrative Assistant			ر	28.83
(Eff.02/20/2023)	\$	28.19	٦	20.03
County of Yuba Administration and				
Accounting Supervisor (Eff. 04/01/2023)	\$	31.15		

Classification	1st	Year	2n	d Year	3rc	d Year	4tł	n Year	5tł	n Year
Field Worker I	\$	17.57	\$	18.45	\$	19.37	\$	20.34	\$	21.36
Field Worker II	\$	18.45	\$	19.37	\$	20.34	\$	21.36	\$	22.42
Field Worker III	\$	19.37	\$	20.34	\$	21.36	\$	22.42	\$	23.55
Administrative Assistant	\$	27.16	\$	28.52	\$	29.94	\$	31.44	\$	33.01

Comparisons:

	1st \	Year	Ave	rage
OPUD Utility Worker (Eff. 03/2022)	\$	16.46		
RD784 Field Worker I (Eff. 04/2021)	\$	17.06	\$	17.57
Yuba Co. PW Maint I (Eff. 05/2022)	\$	19.15		

	1st Year			erage
RD784 Administrative Assistant				
(Eff. 04/2021)	\$	25.00		
OPUD Administrative Assistant			ا د	27.16
(Eff.03/2022)	\$	26.83	٦	27.10
County of Yuba Administration and				
Accounting Supervisor (Eff. 05/2022)	\$	29.67		

^{*}Note: Consistent with neighboring agencies, the six month introductory field worker wage will be eliminated. New field workers will be hired at one of the first year classifications.

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Maintenance and Projects Completed

Unit 1

- 1. Pre-Storm checks around all urban levee units.
- 2. Vegetation Abatement Shad Road entrance.
- 3. Riverside Avenue gate structures painted.
- 4. LM 1.60 and 1.80 vegetation abatement.
- 5. LM 1.90 vegetation abatement.
- 6. Riverside and Garden Road flats and block line vegetation abatement.
- 7. LM 1.30, 1.00 and 0.00 vegetation abatement of gate structures.
- 8. LM 1.60, 1.80 elderberry locations vegetation abatement.
- 9. Tractor mowing of crowns, ramps, and service roads.

Unit 2A

- 1. Pre-Storm checks around all urban levee units.
- 2. Island Road gate structure painted.
- 3. LM 1.00 vegetation abatement.

Unit 2B

1. Pump Station #2

- Backup generator exercised on 4/03 and 4/17.
- Vegetation abatement inside and surrounding the pump station (firebreak and slopes).
- Trash rack debris removal.
- 2. Pre-Storm checks around all urban levee units.
- 3. Spraying in front of PS 2 gates.

Unit 3A

1. PS #6

- Backup generators exercised on 4/03 and 4/17.
- Vegetation abatement inside and surrounding the pump station (firebreak and slopes).
- Trash rack cleaning.
- 2. Pre-Storm checks around all urban levee units.
- 3. Block line and gate structures painted adjacent to PS 6.
- 4. Vegetation abatement of L/S elderberry shoots.
- 5. Weed eat gate structure entrance adjacent to Hwy 70.

Unit 4

- 1. Pre-Storm checks around all urban levee units.
- 2. LM 4.00-4.50 mowing of crowns.
- 3. Spray all crowns throughout the unit.

Units 3B/5/6 (Horseshoe Levee)

- 1. Pre-Storm checks around all rural levee units and checked all waterside flap gates.
- 2. Units 3b, 5 and 6 mowing of crowns.
- 3. Remove rock from flap gate in unit 5.

Unit 7

- 1. Pre-Storm checks around all urban levee units.
- 2. LM 0.00 debris cleanup.
- 3. Replace Levee marker LM 0.25.
- 4. LM 1.20-3.90 Spraying of crowns.
- 5. LM 0.00-3.90 tractor mowing of crowns and flats.

Unit 8

- 1. Pre-Storm checks around all urban levee units.
- 2. Tractor mowing of flats.

Unit 9

1. Pump Station #3

- The backup diesel generator was exercised on 4/03 and 4/17.
- Vegetation abatement inside and surrounding the pump station (firebreak and slopes).
- 2. Pre-Storm checks around all urban levee units.
- 3. Rich Road gate structure painted.
- 4. Star bend entrance ramp rut repair.
- 5. Vegetation abatement of wrought iron fence line.
- 6. Repair Country club and Anderson gate tabs (reweld)
- 7. Tractor mowing of crowns throughout the unit.

Goldfields

- 1. Pre-Storm checks around all urban levee units.
- 2. Vegetation abatement of all gate structures.
- 3. Tractor mowing of ramps, and crowns throughout the unit.
- 4. Weed eat all gate structures.
- 5. Vegetation abatement of L/S block line.

Drainage Laterals and Detention Basins

- 1. Wheeler Basin gate structure painted.
- 2. Tractor mowing Wheeler Basin flat areas.
- 3. River Oaks Detention Basin fence line vegetation abatement.
- 4. Spaying of lateral 15 south.
- 5. Pond 18 wrought iron gate repair.
- 6. Lat 15 (S) vegetation abatement of school fence.

- 7. Wheeler basin entrance vegetation abatement.
- 8. River Oaks Detention Basin weed eating against CMU block walls (North and South) and wrought iron fencing.
- 9. Tractor mowing of Woody's service road.
- 10. Vegetation abatement of Cal Trans Basin.
- 11. Tractor mowing of Ella basin (North and South) service roads.
- 12. Ella Basin weed eating of block line (North and South).

Shop, Office, Fleet Vehicles, and Equipment

- Shop generator was exercised on 4/03 and 4/17.
- 1. Deep cleaning of the Shop, office, and equipment to further prevent any potential exposure to COVID-19.
- 2. International water truck picked up from Riverview International.
- 3. Repair water truck faucet on south/west corner of shop.
- 4. Pickup Billy Goat mower from MJB.
- 5. Vegetation abatement of front yard and ditch bank.
- 6. Repair south corner shop faucet.
- 7. Spray rig maintenance of all filters.
- 8. PBM, spray tank change out on 2016 F-350.

Safety / Training

- 1. Administered weekly safety meetings and misc. SDS sheet reviews.
- 2. COVID Protection Plan training.

Miscellaneous

- 1. Regularly checked and looked for damages or issues around the District including all RD784 Pump Stations, Levee Units, Olivehurst Pump Station, and Yuba College Flood Fight Coalition supplies storage site.
- 2. College Conex area mowing, vegetation abatement and air exchange.
- 3. Lubricate district locks (All)
- 4. Relief well monitoring units 8, 2b and 9.
- 5. CDF, lateral 16 removal of sucker trees across from fire station working toward pond 16.
- 6. Olivehurst PS vegetation abatement inside and outside to include gate structures.
- 7. Spaying of PS 4, 5, 7, 9 and 10
- 8. VRF #1 submittal (waiting for approval).
- 9. Meet with CPM at PS 3 (pump 3).
- 10. DWR spring inspection.

Administrative Assistant Monthly Report

May 2, 2023

Accounting:

- 1. Budget Update
- 2. Reconciliations
- 3. AP Reports and Check Processing for Vendors & Clients
- 4. Payroll Calculations and Submittal and JOB Costing
- 5. Checks, Warrants and Deposits
- 6. Green Sheet Reconciliations with Gracey @ County Ongoing
- 7. Board Packets Monthly Board Meeting Assembling and Attendance
- 8. Reimbursement Program for Developers and TRLIA Tracking and Meetings
- 9. QuickBooks Benefit Assessment Tracking Transition Ongoing
- 10. Audit Preparation and Meetings with Accountant and Calls with Auditor- Pending

Clerical/Office:

- 1. Impact Fees & Plan Check Fees
 - A. Lennar Northpointe Village 2
 - B. Five Star Properties 5564 Arboga Road
- 2. Permit Clearance Request Sign Offs
 - A. Lennar River Oaks North Village 2
 - B. Cresleigh Homes Meadows 2
 - C. KB Homes Cobblestone Phase 7
 - D. Richmond Homes Thoroughbred Acres
 - E. Generation Communities Draper Ranch 2

Human Resources:

- 1. GSRMA Application RMAP Program Provided Requested Documents to GSRMA
- 2. Termination Paperwork Sam Santillan
- 3. Field Crew Worker Position Newspaper Ad Publication and Interview Set-ups.

Contract Management:

- 1. 2022-2023 FMAP Grant On-Going
- 2. YWA/DWR IRWMP Grant On-Going
- 3. YWA Boundary Grant Grant Extended
- 4. TRLIA Goldfields Maintenance Billing On-Going
- 5. Olivehurst Pump Station Maintenance Billing On-Going New Contract Renewal Pending
- 6. Chestnut Pond Watershed Improvements Billing On-Going

Regulatory Compliance:

- 1. Managing PWC 100 Projects
- 2. GSRMA Estimated Payroll Questionnaire for Insurance Estimates.
- 3. Prepare for Special Board Agenda Duke's Diner

Contacts:

Gracey Copelin @ Yuba County – YCDS, Mark Fowler @ Atteberry Searle, Elisa @ Paychex, Jesse Barton @ Gallery & Barton, Jolie Turk @ YC Treasurer, Jason Little @ DWR, Patrick Soper @ LWA, Eric @ Alliant Networking, Jennifer Jensen @Auditor's, Kyle Close – Permit Runner, Russ Powell @ EPS, and Andrea Chapman – Sage/Master Builder.

Administration:

- 1. <u>Meetings:</u> 04/04 RD784 Board Meeting, 04/06 TRLIA Climate Resiliency Project design meeting, 04/06 YWA Center for Smart Infrastructure Informational meeting, 04/10 pre-appraisal discussion regarding the District surplus lot at Heartland Dr. and River Oaks Blvd., 4/10 FR RFMP Steering Committee, 04/18 TRLIA Climate Resiliency Project design meeting, 4/20 DWR River gauge discussion, 04/24 CVFPB SWIF review, Weekly Flood/Weather Awareness Meetings, Staff Meetings, and Rotary.
- 2. Reviewed Field Worker job applications.
- 3. Approved employee time off requests and task scheduling.
- 4. Plan Reviews/Impact Fee Program:
 - A. Duplexes at 5564 Arboga Rd. Five Star Properties
 - B. Northpointe Village II Lennar
 - C. Trull RV & Boat Storage 4131 Hazel St. MHM completed 2nd review, new comments for outstanding items were forwarded to owner on February 22, 2023. The owner provided a response to MHM second comments on April 3, 2023 and were forwarded to MHM for review.
 - D. TRLIA Climate Resiliency Project:
 65% Design of Feather/Lower Bear (GEI)
 65% Design of WPIC Wind Wave Buffer (GEI)
 90% Design of Yuba, WPIC, Upper Bear, and Goldfields (HDR)

Projects:

- 1. Review draft supplement to standard O&M manual.
- 2. Pump Station #3, Pump No. 3 motor ramp up time adjusted.
- 3. TRLIA/RD784 land transfer reviews Working on Cal-Trans Detention Basin, Bear River Levee North and South Ponds, Brophy Rd detention basin and 1034 detention basin.
- 4. Lindhurst Avenue/ Chestnut Pond drainage improvements (County Project).
- 5. Urban levee boundary adjustments MHM/Yuba LAFCO (Application in review with LAFCO).
- 6. USACE SWIF Draft submitted to the CVFPB in February, 2023, first comments received in April.
- 7. Utility encroachment correction coordination continues.

Regulatory Compliance:

- 1. CPR/First Aid/AED GM recertification
- 2. Monthly pesticide spray use report submitted on-line to the County.
- 3. Weekly Safety Meetings.

Announcements/Updates:

A. The GM will be out of state on Thursday, May 4 and Friday, May 5.

BOARD MEETING MINUTES

RECLAMATION DISTRICT 784

1594 Broadway Street

Arboga, CA 95961-8821

Meeting Description: Reclamation District No. 784 Board of Trustee's Board Meeting Due to COVID-19 Pandemic this Meeting was held Via Teleconference and in Person

Date: April 4, 2023 Time: 10:00am Location: Reclamation District 784 Office

	Scheduled Time	e		Actual Time	
Start	Stop	Total Hours	Start	Stop	Total Hours
10:00am	12:30pm	2.5 Hrs.	10:05am	10:34am	29 Min

1. Call to Order

- A. Roll Call: Board President Sarbdeep Atwal- Present, Trustee Joe Danna Present, Board Vice-President David Read Present, Trustee Jared Hastey Present, Board Secretary Patrick Meagher Present, Deputy Board Secretary Kimberly Ford, Present, Field Superintendent Jess McLaughlin Present, Attorney Jesse Barton, Present, and Engineer Sean Minard Present.
- 2. Open Session:
- 3. Public Communication: Any person may speak on any topic provided it is within the jurisdiction of the Reclamation District 784. If a person wishes to speak on any agenda item in particular, that person may speak now, or if that person wishes to withhold comment until Board consideration of the item, please inform the Board at this time what agenda item the speaker wishes to address, and the Board will solicit additional comment when that agenda item is called. The time allotted for receiving public comment will be limited to no more than five minutes per each individual or group.

Consent Items:

4. Approve Board Meeting Minutes –

Jared Hastey moved to approve the Board Meeting Minutes. Joe Danna seconded the motion. Motion Carried. Vote: 5 Ayes (Atwal, Read, Danna, Hastey, and Hastey), 0 Nays, 0 Absent, and 0 Abstain.

5. Approve Checks and Warrants -

Jared Hastey moved to approve the Checks and Warrants. Joe Danna seconded the motion. Motion Carried. Vote: 5 Ayes (Atwal, Read, Danna, Hastey, and Hastey), 0 Nays, 0 Absent, and 0 Abstain.

Persons Attending

- 1. Sarbdeep Atwal RD784 President of the Board
- 2. David Read RD784 Vice-President of the Board
- 3. Joe Danna RD784 Board Trustee
- 4. Jared Hastey RD784 Board Trustee
- 5. Brent Hastey RD784 Board Trustee
- 6. Patrick Meagher RD784 Secretary of the Board
- 7. Kimberly Ford RD784 Deputy Secretary of the Board

- 8. Jess McLaughlin RD784 Field Superintendent
- 9. Sean Minard RD784 Engineer
- 10. Jesse Barton RD784 Attorney
- 11. Brandon Keesee Landowner

Items for Discussion and Possible Actions:

- 6. Board to Receive an Update on a Pipe Repair Contract Award for Pump Station 3 At the March 7 Board meeting, the Board authorized the G.M. to award a pipe slip lining repair contract to the lowest responsible bidder. No bids were received during the public bid opening meeting that was held at the District office on March 17, 2023. MHM reported that bidders became apprehensive about submitting bids at the last minute because of the level of difficulty that would be involved in a particular bid schedule item which required the temporary removal and replacement of a large valve. Public Contract Code 20925, which applies to reclamation districts, authorizes direct contracting if no bids are received. District staff and MHM plan to meet with select contractors in an effort to resolve their concerns and develop a cost and contract.
- 7. Board to Consider Adopting Resolution 2023-04-01 Authorizing the General Manager to Acquire a District Credit Card from Tri-Counties Bank —
 Staff is currently in possession of an active credit card that was acquired by the District several years ago through Bank of America for purchasing various materials, supplies, and other services as needed. However, Bank of America requires the primary user to list themselves as the primary guarantor on the account. Staff learned that Tri-Counties Bank offers a business credit card for local government entities, which allows the District, rather than the primary user, to be the guarantor. Upon approval of the application, TCB will issue a card with a minimum \$35,000 line of credit that will be guaranteed by the District rather than by an individual employee. Brent Hastey moved to authorize the General manager to acquire the District Credit Card from Tri-Counties Bank. Jared Hastey seconded the motion. Motion Carried. Vote: 5 Ayes (Atwal, Read, Danna, Hastey, and Hastey), 0 Nays, 0 Absent, and 0 Abstain.
- 8. Board to Consider Adopting Resolution 2023-04-02 Declaring a 1/3 Acre Parcel in Plumas Lake Owned by the District as Surplus –

On October 25, 2022, staff received an inquiry from a member of the public who is interested in purchasing a 1/3-acre parcel owned by the District located at the southeast corner of River Oaks Blvd. and Heartland Drive. The zoning is currently MDR (Medium Density Residential) according to the Yuba County Planning Department. The District may declare personal and real property as surplus and sell it at market rate if so desired. Before the parcel can be placed on the public market, it must first be offered to other area public agencies. There are 3 storm-drain pipes which slightly encroach underneath the northwest corner of the lot, and the establishment of an easement would be necessary if the lot is sold. The remainder of the land serves no specific purpose and requires regular year-round maintenance. Jared Hastey moved to adopt Resolution 2023-04-02 declaring a 1/3 acre parcel in Plumas Lake owned by the District as surplus. David Read seconded the motion. Motion Carried. Vote: 5 Ayes (Atwal, Read, Danna, Hastey, and Hastey), 0 Nays, 0 Absent, and 0 Abstain.

9. Board to Receive Information on a Letter of Support Provided to The Senate Natural Resources and Water Committee –

On March 9,2023, staff received a request from the California Central Valley Flood Control Association to provide a letter in support of Senate Bill No. 638. If passed SB 638 will provide the necessary funding for flood control projects throughout the state, levees and special projects in the Sacramento-San Joaquin Delta, multi-benefit flood control projects that benefit fish and wildlife, and dam safety projects. With the consent of RD784 Board President, Sarbdeep Atwal, staff provided the letter to accommodate the March 17, 2023 submission deadline.

10. Board to Receive Information About Upcoming 2023 ACWA Elections and Consider Designating an Authorized Voting Representative –

ACWA has launched two separate but concurrent election processes for the 2024-'25 term: the board officers' election for President and Vice President and the region board elections (RD784 is in region 2). Each member agency may decide on an Authorized Voting Representative by June 16,2023 otherwise, ACWA will authorize the GM to vote by default. The authorized voter will receive an electronic ballot on July 17, 2023. There is also an opportunity to become a candidate in either election when the ACWA Call to Candidate Process is sent out later this month. Jared Hastey moved to nominate Brent Hastey as an authorized Voting Representative for the upcoming 2023 ACWA Elections. Joe Danna seconded the motion. Motion Carried. Vote: 5 Ayes (Atwal, Read, Danna, Hastey, and Hastey), 0 Nays, 0 Absent, and 0 Abstain.

- 11. Board to Consider Authorizing the G.M. to Donate the District's Portable Light Tower for Use at the 2023 Plumas Lake Community Block Party Event —

 The block party, a South Yuba County Sunrise Rotary Club service project, is scheduled for Saturday, August 26, 2023, at Eufay Park in Plumas Lake. Staff would deliver, set up, then return the equipment at the end of the evening. Brent Hastey moved to approve the "donation for use" at the 2023 Plumas Lake Community Block Party Event. Joe Danna seconded the motion. Motion Carried. Vote: 5 Ayes (Atwal, Read, Danna, Hastey, and Hastey), 0 Nays, 0 Absent, and 0 Abstain.
- 12. Board to Consider Postponing the July 5th Special Board Meeting Until July 12, 2023 –

The July meeting is currently scheduled as a Special Meeting on Wednesday, July 5, 2023 the day after the 4th of July Holiday. Staff suggested postponing the meeting until Wednesday, July 12, 2023. Joe Danna moved to approve the postponement of the July 5, 2023 Regular Board Meeting until July 12, 2023 as a Special Board Meeting. Brent Hastey seconded the motion. Motion Carried. Vote: 5 Ayes (Atwal, Read, Danna, Hastey, and Hastey), 0 Nays, 0 Absent, and 0 Abstain.

13. Board to Receive the Monthly Budget Snapshot -

The Board received a monthly budget snapshot for the month of March 2023.

14. Field Manager's Report:

Field Manager's Report April 4, 2023

Maintenance and Projects Completed

Unit 1

- 1. Pre-Storm checks around all urban levee units.
- 2. LM 0.00 debris removal.

- 3. Removal and cleanup of illegal campers under Hwy 70 bridge. (x2)
- 4. Levee patrol (Tuesday 3-14-2023, Wednesday 3-15-2023).
- 5. LM 2.22 vegetation abatement.

Unit 2A

- 1. Pre-Storm checks around all urban levee units.
- 2. Riverside W/S gate lock replaced due to being cut.
- 3. PS 9 vegetation abatement (Island Road).

Unit 2B

- 1. Pump Station #2
 - Backup generator exercised on 3/06 and 3/20.
 - Daily check of oilers while pumping.
 - Vegetation abatement inside and surrounding the pump station (firebreak and slopes).
 - Trash rack debris removal.
- 2. Pre-Storm checks around all urban levee units.
- 3. Levee patrol (Tuesday 3-14-2023, Wednesday 3-15-2023).

Unit 3A

- 1. PS #6
 - Backup generators exercised on 3/06 and 3/20.
 - Daily check of oilers while pumping.
 - Vegetation abatement inside and surrounding the pump station (firebreak and slopes).
 - Trash rack debris removal.
- 2. Pre-Storm checks around all urban levee units.
- 3. Levee patrol (Tuesday 3-14-2023, Wednesday 3-15-2023).

Unit 4

- 1. Pre-Storm checks around all urban levee units.
- 2. Unit 4 inspection of cracks. (Looks good)
- 3. Levee patrol (Tuesday 3-14-2023, Wednesday 3-15-2023).
- 4. Olivehurst Pump Station mowing of service road.
- 5. Paint gates at LM 3.60, 5.50 and 5.60.

Units 3B/5/6 (Horseshoe Levee)

- 1. Pre-Storm checks around all rural levee units and checked all waterside flap gates.
- 2. Levee patrol (Tuesday 3-14-2023, Wednesday 3-15-2023).

Unit 7

- 1. Pre-Storm checks around all urban levee units.
- 2. Levee patrol (Tuesday 3-14-2023, Wednesday 3-15-2023).
- 3. LM 1.00-3.80 mowing of crowns.
- 4. LM 0.00 vegetation abatement of gates.

Unit 8

- 1. Pre-Storm checks around all urban levee units.
- 2. Levee patrol (Tuesday 3-14-2023, Wednesday 3-15-2023).
- 3. Paint gate at Road 512.

Unit 9

- 1. Pump Station #3
 - The backup diesel generator was exercised on 3/06 and 3/20.
 - Daily check of oilers while pumping.
 - Vegetation abatement inside and surrounding the pump station (firebreak and slopes).
 - Trash rack debris removal.
- 2. Pre-Storm checks around all urban levee units.
- 3. LM 4.00 Country Club gate painting.
- 4. LM 4.00 pothole repair L/S at public entrance.
- 5. Paint gates at Star Bend (2 gates)

Goldfields

- 1. Pre-Storm checks around all urban levee units.
- 2. Levee patrol (Tuesday 3-14-2023, Wednesday 3-15-2023).

Drainage Laterals and Detention Basins

- 1. Daily storm maintenance on all laterals, ditches, Basins, and canals. This consists of regular inspection of all culverts, trash racks and paths of travel throughout the district. All debris is cleared as needed to maintain water flow.
- 2. Lateral 15/17 culvert cleaning.
- 3. PS 5 vegetation abatement.
- 4. PS 7 vegetation abatement.
- 5. Lateral 15 (S) moving of flats.
- 6. Lateral 16 mowing of service road.
- 7. Lateral 16 vegetation abatement.
- 8. Lateral 9, 10 and 11 culvert inspection and clearing of debris as needed.
- 9. Pond 16, 18 and 20 culverts daily inspection and clearing of any debris to keep water flowing. Very active beaver area throughout the ponds.
- 10. Ella basin monitoring for preemptive pumping.
- 11. Island Basin monitoring for preemptive pumping.
- 12. Ella basin burning of brush piles.

- 13. Ella Basin service road mowing.
- 14. Wheeler basin service road mowing.
- 15. River Oaks Detention basin trash rack cleaning.
- 16. Lateral 16 culvert clearing of debris.
- 17. Pond 16 Miki gate culvert clearing.
- 18. Algodon canal at Feather River Blvd trash rack cleaning.
- 19. PS 9 weed eating in and around pump station.
- 20. Mall ditch has been monitored for flow and cleared of all debris during weather events. (Multiple times)
- 21. Chestnut PS 7 debris removal behind block line.

Shop, Office, Fleet Vehicles, and Equipment

- 1. Shop generator was exercised on 3/06 and 3/20.
- 2. Deep cleaning of the Shop, office, and equipment to further prevent any potential exposure to COVID-19.
- 3. Yuba College Conex air exchange.
- 4. Service shop compressor and portable air compressor.
- 5. Change out of the board room toilet.
- 6. Service ATV trailer.
- 7. Service grout machine and trailer.
- 8. 2017 service truck front brake repair.
- 9. Drop off international water truck at Riverside International for service recall to reprogram the CPU.

Safety / Training

- 1. Administered weekly safety meetings and misc. SDS sheet reviews.
- 2. COVID Protection Plan training.
- 3. EEO safety training.
- 4. First aide inventory completed and ordered.

Miscellaneous

- Regularly checked and looked for damages or issues around the district including all RD784 Pump Stations, Levee Units, Olivehurst Pump Station, and Yuba College Flood Fight Coalition supplies storage site.
- 2. Prepare and ready mower for mowing days. (Clean, grease and check for leaks)
- 3. PS 2. PS 3. PS 6 and OPS slide gates have been shut due to high water elevations.
- 4. All district locks have been lubed.
- 5. Relief well logging twice weekly.
- 6. HMBP inspection of facilities and paperwork. (Passed)

15. Administrative Assistant's Report:

Administrative Assistant Monthly Report

April 4, 2023

Accounting:

- 1. Budget Update
- 2. Reconciliations
- 3. AP Reports and Check Processing for Vendors & Clients
- 4. Payroll Calculations and Submittal and JOB Costing
- 5. Checks, Warrants and Deposits
- 6. Green Sheet Reconciliations with Gracey @ County Ongoing
- 7. Board Packets Monthly Board Meeting Assembling and Attendance
- 8. Reimbursement Program for Developers and TRLIA Tracking and Meetings
- 9. QuickBooks Benefit Assessment Tracking Transition Ongoing
- 10. Audit Preparation and Meetings with Accountant and Calls with Auditor.

Clerical/Office:

- 1. Impact Fees & Plan Check Fees
 - A. Lennar Northpointe Village 2
 - B. Five Star Properties 1117 and 1125 Vine Ave A
 - C. 5841 Garden Ave Nan Lin
- 2. Permit Clearance Request Sign Offs
 - A. Lennar River Oaks North Village 2
 - B. Cresleigh Homes Meadows 2
 - C. KB Homes Cobblestone Phase 7
 - D. Richmond Homes Thoroughbred Acres
- 4. Sage Master Builder Upgrade Meeting for Implementation Andrea Chapman

Human Resources:

- 1. GSRMA Application RMAP Program Awaiting award of reimbursement.
- 2. Lincoln Financial Benefit Contributions Sam Santillan awaiting application paperwork.

Contract Management:

- 1. 2022-2023 FMAP Grant On-Going
- 2. YWA/DWR IRWMP Grant On-Going
- 3. TRLIA Goldfields Maintenance Billing On-Going
- 4. Olivehurst Pump Station Maintenance Billing On-Going
- 5. Chestnut Pond Watershed Improvements Billing On-Going

Regulatory Compliance:

- 1. Managing PWC 100 Projects
- 2. State Controller's Office Government Compensation Report Research & Compile Submission in April 2023.
- 3. Prevailing Wage Labor Compliance Seminar Zoom Online March 30, 2023
- 4. Notarized and Filed Liens with the County on Delinquent Assessments.

Contacts:

Gracey Copelin @ Yuba County – YCDS, Mark Fowler @ Atteberry Searle, Elisa @ Paychex, Jesse Barton @ Gallery & Barton, Jolie Turk @ YC Treasurer, Jason Little @ DWR, Patrick Soper @ LWA, Eric @ Alliant Networking, Jennifer Jensen @Auditor's,

Kyle Close – Permit Runner, Russ Powell @ EPS, and Andrea Chapman – Sage/Master Builder.

16. General Manager's Report:

General Manager's Report April 4, 2023

Administration:

- 1. Meetings: 02/24 CVFPB meeting, 02/27 Plumas Lake Interchange Pre-Planning Meeting, 03/02 DWR LMA Coordination, 03/07 RD784 and TRLIA Board meetings, 03/09 B of A account meeting, 03/15 CCVFCA meeting, 03/22 CVFPB Coordinating Committee meeting, 03/23 Vector Solutions Training, 03/24 CVFPB meeting, 03/27 FR RFMP Steering Committee, Weekly Flood/Weather Awareness Meetings, Staff Meetings, and Rotary.
- 2. Approved employee time off requests and task scheduling.
- 3. Plan Reviews/Impact Fee Program:
 - A. Avondale Self-Storage 5958 Avondale Avenue.
 - B. Manufactured Home 5841 Garden Avenue.
 - C. Northpointe Village II Lennar
 - D. Trull RV & Boat Storage 4131 Hazel St. MHM completed 2nd review, new comments for outstanding items were forwarded to owner on February 22, 2023. The owner provided a response to MHM second comments on March 27, 2023.
 - E. TRLIA Climate Resiliency Project:
 - 65% Design of Feather/Lower Bear (GEI)
 - 65% Design of WPIC Wind Wave Buffer (GEI)
 - 90% Design of Yuba, WPIC, Upper Bear, and Goldfields (HDR)

Projects:

- 1. Reviewed updated YSEDC Comprehensive Economic Development Strategy draft documents for 2023.
- 2. Assisted staff and LWA with Notice of Liens for Delinquent Assessments.
- 3. Grant application preparation for future Pump Station 7 improvements.
- 4. TRLIA/RD784 land transfers Working on Cal-Trans Detention Basin and Bear River Levee North and South Ponds.
- 5. Lindhurst Avenue/ Chestnut Pond drainage improvements (County Project).
- 6. Urban levee boundary adjustments MHM/Yuba LAFCO (Application in review with LAFCO).
- 7. USACE SWIF Draft in review with CVFPB staff.
- 8. Utility encroachment correction coordination continues.

Regulatory Compliance:

1. Levee patrols completed on 3/14 and 3/15 during monitor stages along units 1, 3A, 3B, 4, 5, 6, 7, 8, and Goldfields 200-yr. levee.

- 2. Annual Hazardous Materials Best Practices inspection completed by Yuba County Environmental Health at Pump Stations 2, 3, 6, and the shop. Site inspections were conducted, and compliance paperwork was checked. There were no violations noted at any District locations.
- 3. 03/14 Qualified Applicator Certificate continued education webinar (3 Hours of CE Credit)
- 4. Monthly pesticide spray use report submitted on-line to the County.
- 5. Weekly Safety Meetings.

Announcements/Updates:

1. Bank of America checking account signator list finalized - *Trustee B. Hastey now authorized to sign checks*.

17. Meeting Adjourned:

The Meeting was adjourned at 10:34am

The complete Board Agenda Meeting Material is available at the Reclamation District 784 Office, located at 1594 Broadway, Arboga, CA 95961. Any disclosable public record related to an open session item on the agenda and has been distributed to all or a majority of the Board Members less than 72 hours prior to the meeting, and is available for public inspection during normal business hours.

If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Office Manager of the Reclamation District 784 at (530) 742-0520 or fax (530) 742-3021. All requests should be made at least 24 hours prior to the start of the meeting. This is in compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof.

Sarbdeep Atwal, President

Kimberly Ford, Deputy Board Secretary