RECLAMATION DISTRICT NO. 1000
BOARD OF TRUSTEES
REGULAR BOARD MEETING
SACRAMENTO, CA
JANUARY 11, 2019
8:00 A.M.
AGENDA
1633 Garden Highway
Sacramento, CA 95833

Any documents related to agenda items that are made available to the Board before the meeting will be available for review by the public at: 1633 Garden Highway, Sacramento, CA 95833

#### **CALL TO ORDER**

#### **SET THE AGENDA**

OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO DIRECTLY ADDRESS THE BOARD ON SUBJECT MATTER NOT ON THE AGENDA WITHIN THE JURISDICTION OF THE BOARD. (Limit: 3 minutes per person)

#### ITEMS SCHEDULE FOR ACTION

- 1. BOARD BUSINESS (ACTION)
  - A. Election of Board Officers
  - B. Committee Assignments Meeting Schedules
- 2. APPROVAL OF THE MINUTES OF THE BOARD OF TRUSTEES (Action)
  - A. Regular Meeting December 14, 2018
- 3. ADMINISTRATIVE ITEMS
  - A. Treasurer's Report for December 2018
  - B. Expenditure Report for December 2018
- 4. COMMITTEE REPORTS (Information)
  - A. SAFCA Representatives
  - B. Personnel Committee (12/20/18)
  - C. Executive Committee (1/2/19)
- 5. BOARD BUSINESS (Action/Information)
  - A. Approval of Employment Agreement for District General Manager Position
  - B. State DWR Grant for Flood Maintenance Assistance Program (Information)

C. Status of Sacramento River Bank Erosion site vicinity of 7907 Garden Highway (Information)

# ITEMS SCHEDULE FOR INFORMATION/DISCUSSION

- 6. GENERAL MANAGER'S REPORT
  - A. Regional Flood Control Issues
  - B. Flood Season Update
  - C. Update Corps Design Progress Natomas Levee Project
  - D. Update on SCADA Project
  - E. Cleanup of Homeless Camps Natomas East Main Drain Canal
  - F. Placer County Development Projects
  - G. Encroachment Permits Endorsed
- 7. PUBLIC OUTREACH REPORT
- 8. DISTRICT COUNSEL'S REPORT
- 9. SUPERINTENDENT'S REPORT
- 10. Correspondence/News/Information
- 11. ADJOURN

**SUBJECT:** Board Business (Action/Information)

- A. Election of Board Officers
- B. Committee Assignments Meeting Schedules

RECLAMATION DISTRICT NO. 1000
BOARD OF TRUSTEES
ACTION SUMMARY
SACRAMENTO, CA
December 14, 2018
8:00 A.M.
1633 Garden Highway
Sacramento, CA 95833

Trustees Present: Smith, Barandas, Harris, Christophel, Burns, Avdis, Gilbert

President Smith presided at the meeting.

Public Comments: There were no public comments

### 1. Approval of the Minutes of the Board of Trustees

One minor edit was accepted. Trustee Avdis motioned to approve the minutes, seconded by Trustee Burns, and carried by a unanimous vote.

#### 2. Administrative Items

A. Treasurer's Report for November 2018

Checking: \$ 86,342.87

Money Market: \$ 243,408.59

County Treasurer: \$ 1,096,074.99

LAIF: \$ 3,526,065.31

City Pool A: \$ 2,059,781.64

All Treasurer's reports were included in the board packet. ASM Gutierrez provided an overview of expenditures during the month of November and the Budget to Actual Report. A motion was made by Trustee Harris to approve the Treasurer's Report, seconded by Trustee Avdis, all in favor, motion carries.

#### 3. Committee Reports

#### A. SACFA

Trustee Barandas provided a SAFCA update. He informed the Board that Natomas is the only SACFA project that needs funding; all other projects are fully funded. He also reports that SAFCA projects are not competing against themselves for funding.

The first American River Watershed Common Features (WRDA 2016) project will begin in 2019. Designs are in process for construction on Arcade Creek and the Natomas East Main Drain. On the Sacramento River, the state is moving forward with their part of the project -- moving levees along the Sacramento Weir. There is a maintaining agency issues that still needs to be determined as it applies to the State Maintenance Area 9 levees around the weir. Complications resulting from State/SAFCA/Feds contribution rules regarding funding are being worked out.

The Bryte Landfill Relocation Project will be addressed, and authorizations completed at SAFCA's January's Board meeting.

SAFCA's share of construction costs for the Folsom Dam Raise Project may be eliminated due to an agreement with the Bureau of Reclamation. If that takes place, where SAFCA would not be contributing capital costs, there will still be a need for annual Operations and Maintenance funds.

Other updates: Reach D in Natomas, work on the Vestal Drain has been shut down temporarily due to weather and will resume in 2019; the work at RD 1000's Plant 4 and removal of Bennet and removal one other abandoned crossing will occur in 2019; Reach I, at the I-5 overcrossing, traffic control is being negotiated with the City; Reach H, Natomas East Main Drain, will be awarded in 2019. Reach B, residential property purchases are being conducted as part of the levee fix. Contract will be awarded next year; Yolo Bypass, ongoing regional planning efforts resume with 15 agencies cooperating.

## **B. Executive Committee Meeting**

Trustee Jeff Smith reported the Committee met on December 5, 2018 to set the agenda for the December meeting. Topics covered were staffing recognition, the ongoing transformer issue, final candidate interviews for the general manager position, trash cleanup along NEMDEC, resolution to a CalPERS pension benefit issue for ASM Gutierrez, and the Leal pipe issue along the V Drain. A copy of the Executive Committee Meeting minutes was included in the Board packet.

#### C. Special Board Meeting - Interviews

A Special Board meeting was held on November 30 to conduct interviews for the GM position. No action was taken.

#### D. Finance Committee Meeting

Trustee Gilbert reported the Finance committee met on November 14 to review the District's audit. In attendance were Trustees Thom Gilbert and Jeff Smith; Fred Harris participated by phone. The Committee discussed the District's FY 2017-2018 audit at length with the auditor, accountant consultant, and staff. Auditor Mary Ann Cropper reported the audit went smoothly. The Committee discussed OPEB funding requirements, the roll-back of GASB 75 implementation, and auditors' suggestions. The Committee determined the audit is ready to be finalized for Board action. A copy of the audit was included in the Board packet.

### E. Special Board Meeting/HCP Ad Hoc Committee Meeting

Trustee Christophel reported that the Committee met to discuss potential advantages/value of joining the HCP. The District's environmental consultant is taking a broader look at regulatory compliance requirements and what a compliance strategy might look like. The consultant also looked at O/M activities associated. The Committee is comfortable with the direction and strategy proposed by staff. Trustee Barandas made known that the District would not have endangered species take coverage for its use of herbicides. This aside, he believes the benefits of joining HCP would outweigh the herbicide aspect. GM Devereux explained that the consultants will continue to research information and bring in a decision document in June 2019.

# F. Operations Committee Meeting

Trustee Barandas reported the Operations Committee met on November 16, 2018. In attendance at this meeting were Trustees Barandas, Smith, Christophel, and Burns representing a quorum of the Board

thereby making it a Special Board Meeting. The Committee discussed the transformer options at Plant 1, culverts in the V Drain, who requested culvert pipes installation, who benefits. The issue was looked into and due to lack of information, the Committee asked that the GM negotiate with landowner to have culverts replaced and a ensure a clear understanding is determined moving forward as to whose responsibility culvert pipes will be in the future should any issues arise. A new District policy may be developed. A copy of the Operations Committee Meeting minutes was included in the Board Packet.

### **G.** Personnel Committee Meeting

The Personnel Committee met on December 7, 2018. In attendance at this meeting were Trustees Burns, Christophel, and ASM Gutierrez with Trustee Harris and GM Devereux participating by phone. The Committee met to resolve a CalPERS retirement pension issue for ASM Gutierrez and align it with the benefit offered at the time of hire.

#### 4. Board Business

# A. Recognition for Umberto Gutierrez and Ron Peterson for 20-years of service to the District in 2018

Field crew staff Umberto Gutierrez and Ron Peterson were recognized for their 20-year service to the District; sentiments were offered by Board members and GM.

# B. Authorization for General Manager to Accept Drainage Easements and Quitclaim Existing Easements related to the proposed Greenbriar Development Project in the City of Sacramento

GM Devereux reported there is one minor adjustment to what is on the agenda regarding authorization for him to accept drainage and access easements. He is not ready for a recommendation on quitclaiming the existing RD1000 easements; however, he will continue to work with consultant Mark Rodgers from Wood Rodgers. At this juncture, GM is only seeking authority to work with Counsel Jim Day to accept drainage easements for the improvements that are proposed as part of the Greenbriar Project, along the perimeter of the project. This will include one access easement, on the east side by HWY 99. GM Devereux then requested the Board's authority to accept easements in conformance with what is being provided in the Board packet. Trustee Smith expressed concern about proposed high voltage power lines and safety, and compliance; he inquired about proximity of SMUD poles to RD1000's ditch. Trustee Smith also shared concern of the access road weight support as a proposed bike trail vs. weight of heavy equipment vehicles. GM Devereux estimates voltage lines would be 5 feet off the edge of our ditch. Trustee Christophel asked if maintenance can be shared. The HOA will maintain trash around the open space area but will not manage ditch or vegetation maintenance. Trustee Burns would like GM Devereux to report back to the Board once the easements are recorded. A motion was made by Trustee Christophel to authorize GM Devereux to move forward with accepting the access and drainage easements for the Greenbriar Project as discussed. Moved by Trustee Christophel, seconded by Tom Barandas, all in favor, motion carries. Trustee Nick Avdis was absent from the vote.

#### C. Approve District Audit for FY 2017-2018

The District's 17-18 Audit was included in the Board packet. The Auditor's recommendations were discussed. On behalf of the Finance Committee, the Finance Committee Chair Thom Gilbert recommends the Board approve the final Audit. Moved by Trustee Harris, seconded by Trustee Gilbert, all in favor, motion carries. Trustee Nick Avdis was absent from the vote.

#### D. District Sponsorship of Creek Week for 2019

GM Devereux explained that the Sacramento Creek's Council is requesting RD1000's support for the annual Creek Week event April 5-13. This is an excellent community relations opportunity for the District to get involved volunteers and partnering organizations. The District generally makes a \$1000 contribution and an equivalent in-kind contribution toward dump fees and trash haul away by RD1000 staff. All Trustees are encouraged to participate in this community event. A motion was made by Trustee Christophel to authorize the District's financial contribution and in-kind contribution, seconded by Trustee Barandas, motion carries. Trustee Avdis was absent from the vote.

# E. Compensation adjustment for District Administrative Service Manager for CalPERS Retirement Benefit Correction

GM Devereux explained there is a CalPERS retirement benefit issue for Administrative Service Manager Joleen Gutierrez. He then presented a recommendation to resolve the ASM's pension benefit issue. Joleen was hired as a Classic CalPERS member with a retirement benefit of 2% at 55. CalPERS has since changed this formula to 2% at 60 due to a new tier created by the District in 2012. PEPRA prevents the District from making amendments or modifying the CalPERS contract. The District does not have the ability to place the ASM in the previous 2% @ 55 benefit tier. Actuarial studies by Bartel and Associates have shown the District would need to contribute annually 10.8% of Joleen's salary to a 457 Plan in order to make up the pension benefit difference. A staff report discussing the specific terms and conditions of contributions was included in the Board packet. GM requests that the Board approve the defined contributions to ensure that ASM Joleen Gutierrez receives an equivalent retirement benefit she expected at time of hire. Trustee Christophel confirmed with Ms. Gutierrez that she was comfortable with this arrangement. A motion was made by Trustee Burns to approve the pension benefit contributions, seconded by Thom Gilbert, motion carries. Trustee Avis was not present for the vote.

## 5. General Manager's Report

### A. Regional Flood Control Issues

GM Devereux explained that Trustee Barandas covered flood control issues in his SAFCA report.

### B. Flood Season Update

Over the next three months December through February there is an equal chance of wet or dry weather. Right now, Shasta, Oroville, and Folsom are all below conservation levels and have substantial storage available before needing to make any releases.

### C. Corps Natomas Project Update

This item was already discussed in the SAFCA report. GM Devereux added the Corps signage for the Reach I contract is up and reads, "December 10, 2018 through June 2020 to expect delays, detours and construction."

#### D. Plant 1 Spare SMUD Transformer

Scott Brown from Larsen & Wurzel reported that 2 transformer options are off the table due to size limitations. There is not physical space for a three-phase transformer. SMUD will not move forward with these options. The District is left with the decision to move forward with a 4th spare transformer. Mr. Brown explained that through this process, he learned that we could run Plant 1B with two transformers

and successfully run 5 of the 6 pumps. Modeling runs have revealed we would have adequate levee freeboard, but there could be out-flanking issues along the West Drain Canal in some agricultural areas. The District would have the ability to run the Plant with 5 pumps to handle 100 to 200-year storms with some limited flooding. He also noted, if a transformer goes out, the District now has a backup generator that could run both pump plants in an emergency, though the fuel consumption would be significant. After additional modeling, a plan will come back to the Operations Committee in January 2019.

Scott Brown also provided a brief SCADA update. He noted an issue at Plant 8 with control panels not communicating properly. Tesco is in process of resolving control panel issues. Plant 8 and Plant 3 should be fully operational in December. Plant 1 would follow in early 2019.

# E. PG&E Vegetation Management project American River Parkway

GM Devereux provided information about PG&E's active vegetation management (vegetation removal) under their power lines through the American River Parkway. Parkway advocates have filed suit against PG&E for CEQA and environmental compliance; PG&E continues to work. RD1000 is involved because PG&E will perform some of the work on RD1000 property. They have an easement right to manage the vegetation, but when it comes to levee work, they will need to work with the District as to how and when work is conducted to preserve the stability and integrity of the levee system. A permit has not been issued for PG&E to conduct vegetation removal along levees. GM Devereux has worked with Counsel Jim Day on a letter advising PG&E of the need to work with the District when managing vegetation along the levee.

## F. Clean Up Coordination by RWQCB in NEMDC Floodway

The Regional Water Quality Control Board has been working toward facilitating a multi-agency cleanup of garbage and trash along Steelhead Creek (NEMDC). RD1000 and other agencies partnered this week and in a 4-day collaborative effort, removed 60 tons of garbage from ½ mile reach of the floodway. GM Devereux estimates the District's cost of equipment, manpower, and dump fees are estimated at \$25,000.

#### G. V Drain Pipe Culvert Replacement

GM Devereux will negotiate cost sharing of replacement of pipe culvert crossings. The District will develop a policy going forward. Three crossings will need to be replaced. Two of the culvert crossings have a benefit to the District, but the third does not so a cost-sharing arrangement will be negotiated for installation of the third pipe. Beyond this, a culvert policy will be in place to formally clarify the policy. Trustee Barandas asked if this would be retroactive. This had not been determined.

## 6. Public Outreach Update

Karen Pardieck thanked everyone for an enjoyable 6 years working with the District on its public relations mission as she is set to retire from this work. She will be invited back in early 2019 for a proper recognition and goodbye.

#### 7. District Counsel's Report

Counsel Jim Day provided a verbal update of his work during the month of November 2018.

#### 8. Superintendent's Report

A copy of the Superintendent's report was included in the December Board packet.

# 9. Correspondence/New/Information

ASM Gutierrez announced that LAFCO is seeking nominations for their advisory committee. Trustee Barandas believes he currently sits on this advisory committee. No other Board members were interested in being nominated.

A quarterly security report by Stacy Brookman was provided in the Board packet.

### 10. Closed Session

PUBLIC EMPLOYMENT Title: General Manager

The Board came out of Closed Session. No action was taken in Closed Session. The Board delegated authority to the Personnel Committee to make a final General Manager hiring recommendation.

### 11. Adjournment

# TREASURER'S REPORT SUMMARIES & RECOMMENDATIONS JANUARY 11, 2019 AGENDA ITEM 3

# **SUBJECT:** ADMINISTRATIVE ITEMS (Action)

- A) Treasurer's Report
  The Treasurers' Report for December 2018 is enclosed for your review
- B) Expenditure Report
  The Expenditure report for the month of December 2018 is enclosed for your review
- C) Budget to Actual Report

# **RECOMMENDATION:**

- A) Review and approve the Treasurers' Report.
- B) Signing of the Expenditure Reports is Board approval of the Expenditure Report.

# Reclamation District 1000 Treasurer's Report December 2018

# **Treasurer's Report for December 2018**

| December 2018                                  |              |
|--|--------------|
| Total Funds                                    | 6,797,984.34 |
|  |              |
| Bank of the West - Checking                    | 172,622.15   |
| Bank of the West - Money Market                | 193,440.25   |
| Sacramento County Treasurer                    | 1,096,074.99 |
| State Treasurer - Local Agency Investment Fund | 3,276,065.31 |
| City of Sacramento - Pool A                    | 2,059,781.64 |

| December 2018 - Operations and Maintenance Cash Flo | ow .       |              |              |
|---|------------|--------------|--------------|
| Beginning Balance                                   |            |              | 1,168,817.73 |
|   | Income     | Expense      |              |
| Current months receipts                             | 4,762.55   |              | 4,762.55     |
| Transfer from money market account                  | 300,000.00 |              | 300,000.00   |
| Accounts Payable*                                   |            | (130,470.01) | (130,470.01) |
| Payroll   |            | (74,413.13)  | (74,413.13)  |
| Ending Balance                                      |            |              | 1,268,697.14 |

<sup>\*</sup>See Attached Check Register

Current months receipts are made up of the following:

| Proceeds from scrap metal sales | 261.13   |
|---------------------------------|----------|
| The Notomas Basin Conservancy   | 4,500.00 |
| Interest income                 | 1.42     |

4,762.55

**Accrual Basis** 

# Reclamation District No. 1000 Transactions by Account

As of December 31, 2018

| Туре                               | Date                     | Num            | Adj | Name  | Memo                            | Debit      | Credit             | Balance                |
|------------------------------------|--------------------------|----------------|-----|---|---------------------------------|------------|--------------------|------------------------|
| Cash and Investments               |                          |                |     |   |                                 |            |                    | 72,742.74              |
| 1010.00 · Bank of t                | he West Checki           | ng Acct        |     |   |                                 |            |                    | 72,742.74              |
| General Journal                    | 12/04/2018               |                | *   |   | 12/5/18 payroll                 |            | 28,092.72          | 44,650.02              |
| General Journal                    | 12/04/2018               |                | *   |   | 12/5/18 payroll                 |            | 11,708.76          | 32,941.26              |
| General Journal                    | 12/04/2018               |                | *   |   | 12/5/18 payroll                 |            | 93.60              | 32,847.66              |
| General Journal                    | 12/04/2018               |                | *   |   | 12/5/18 payroll, ck # 10029     |            | 586.61             | 32,261.05              |
| General Journal                    | 12/04/2018               |                | *   |   | 12/5/18 payroll, ck # 1030      |            | 623.37             | 31,637.68              |
| Bill Pmt -Check                    | 12/05/2018               | EFT            |     | Comcast   | • •                             |            | 158.30             | 31,479.38              |
| Bill Pmt -Check                    | 12/05/2018               | EFT            |     | PG&E  |                                 |            | 94.42              | 31,384.96              |
| Bill Pmt -Check                    | 12/05/2018               | EFT            |     | City of Sacramento                                    |                                 |            | 4.38               | 31,380.58              |
| Check                              | 12/05/2018               | EFT            |     | Cal Pers  |                                 |            | 8,032.26           | 23,348.32              |
| Check                              | 12/05/2018               | EFT            |     | Cal Pers  |                                 |            | 500.00             | 22,848.32              |
| Check                              | 12/05/2018               | EFT            |     | Cal Pers  |                                 |            | 1.641.84           | 21,206,48              |
| Check                              | 12/05/2018               | EFT            |     | Cal Pers  |                                 |            | 1,748.69           | 19,457.79              |
| Check                              | 12/05/2018               | EFT            |     | Cal Pers  |                                 |            | 7,611.13           | 11,846.66              |
| Bill Pmt -Check                    | 12/05/2018               | 40264          |     | Airgas NCN  |                                 |            | 351.90             | 11,494.76              |
| Bill Pmt -Check                    | 12/05/2018               | 40265          |     | Brookman Protection Services, Inc.                    |                                 |            | 7.800.00           | 3.694.76               |
| Bill Pmt -Check                    | 12/05/2018               | 40266          |     | Donald Caldwell                                       |                                 |            | 500.00             | 3,194.76               |
| Bill Pmt -Check                    | 12/05/2018               | 40267          |     | Interstate Oil Company                                |                                 |            | 2,292.84           | 901.92                 |
| Bill Pmt -Check                    | 12/05/2018               | 40268          |     | Miles Treaster & Associates                           |                                 |            | 284.45             | 617.47                 |
| Check                              | 12/05/2018               | 40269          |     | State Water Resources Control Board                   |                                 |            | 2,268.00           | -1,650.53              |
| Bill Pmt -Check                    | 12/05/2018               | 40270          |     | US Bank Corp  |                                 |            | 1,091.31           | -2.741.84              |
| Bill Pmt -Check                    | 12/05/2018               | 40271          |     | Valley Hydraulics & Machine, Inc.                     |                                 |            | 1,300.59           | -4,042.43              |
| Bill Pmt -Check                    | 12/05/2018               | 40272          |     | Water Rite Products. Inc.                             |                                 |            | 7.36               | -4,049.79              |
| Transfer                           | 12/06/2018               | 10212          |     | Water rate r reducte, me.                             | Funds Transfer                  | 100,000.00 | 7.00               | 95,950.21              |
| Bill Pmt -Check                    | 12/12/2018               | 40273          |     | A T.E.E.M. Electrical Engineering, Inc.               | Turido Transici                 | 100,000.00 | 3,570.00           | 92,380.21              |
| Check                              | 12/12/2018               | 40274          |     | ACWA JPIA   |                                 |            | 1,665.59           | 90,714.62              |
| Bill Pmt -Check                    | 12/12/2018               | 40275          |     | AT&T  |                                 |            | 272.54             | 90,442.08              |
| Bill Pmt -Check                    | 12/12/2018               | 40276          |     | Berkshire Hathaway Homestate Companies                |                                 |            | 2,600.72           | 87.841.36              |
| Bill Pmt -Check                    | 12/12/2018               | 40277          |     | Blankinship & Associates, Inc.                        |                                 |            | 2,725.23           | 85,116.13              |
| Bill Pmt -Check                    | 12/12/2018               | 40277          |     | Carson Landscape Industries                           |                                 |            | 615.00             | 84,501.13              |
| Bill Pmt -Check                    | 12/12/2018               | 40279          |     | Great America Financial Services                      |                                 |            | 304.85             | 84,196.28              |
| Bill Pmt -Check                    | 12/12/2018               | 40279          |     | H.T. Harvey & Associates                              |                                 |            | 5,681.00           | 78,515.28              |
| Bill Pmt -Check                    | 12/12/2018               | 40281          |     | Holt of California                                    |                                 |            | 1,615.50           | 76,813.26              |
| Bill Pmt -Check                    | 12/12/2018               | 40281          |     | Karen Pardieck  |                                 |            | 1,800.00           | 75,099.78              |
| Bill Pmt -Check                    | 12/12/2018               | 40282          |     | Main Street Motors                                    |                                 |            | 366.25             | 74,733.53              |
|                                    | 12/12/2018               | 40283<br>40284 |     |   |                                 |            |                    | ,                      |
| Bill Pmt -Check                    |                          | 40285          |     | Steve Yaeger Consulting                               |                                 |            | 3,022.00<br>400.44 | 71,711.53<br>71,311.09 |
| Bill Pmt -Check<br>Bill Pmt -Check | 12/12/2018<br>12/12/2018 | 40286          |     | Terrapin Technology Group<br>Yolo County Public Works |                                 |            | 77.76              | 71,233.33              |
|                                    |                          | EFT            |     |   |                                 |            |                    |                        |
| Bill Pmt -Check                    | 12/13/2018<br>12/13/2018 | EFI            |     | Waste Management of Sacramento                        | Dd- f                           | 004.40     | 475.48             | 70,757.85              |
| General Journal                    |                          | FFT            | -   | Sims Metal Management                                 | Proceeds from scrap metal sales | 261.13     | 44.04              | 71,018.98              |
| Bill Pmt -Check                    | 12/14/2018               | EFT<br>EFT     |     | Alhambra & Sierra Springs                             |                                 |            | 41.21<br>254.35    | 70,977.77<br>70.723.42 |
| Bill Pmt -Check                    | 12/14/2018               | EFI            |     | Napa Auto Parts                                       | 10/00/10                        |            |                    | -, -                   |
| General Journal                    | 12/18/2018               |                | *   |   | 12/20/18 payroll                |            | 23,242.90          | 47,480.52              |
| General Journal                    | 12/18/2018               |                | *   |   | 12/20/18 payroll                |            | 9,987.17           | 37,493.35              |
| General Journal                    | 12/18/2018               |                | •   |   | 12/20/18 payroll                | 000 000 00 | 78.00              | 37,415.35              |
| Transfer                           | 12/19/2018               | 4000=          |     | \".'  | Funds Transfer                  | 200,000.00 | 20.00              | 237,415.35             |
| Bill Pmt -Check                    | 12/19/2018               | 40287          |     | Viking Shred  |                                 |            | 60.00              | 237,355.35             |
| Check                              | 12/19/2018               | EFT            |     | Cal Pers  |                                 |            | 14,844.57          | 222,510.78             |
| Check                              | 12/19/2018               | EFT            |     | Cal Pers  |                                 |            | 13,804.53          | 208,706.25             |
| Bill Pmt -Check                    | 12/20/2018               | 40288          |     | Best Best & Krieger LLP                               |                                 |            | 437.50             | 208,268.75             |
| Bill Pmt -Check                    | 12/20/2018               | 40289          |     | Core Logic Information Solutions, Inc.                |                                 |            | 500.00             | 207,768.75             |
| Bill Pmt -Check                    | 12/20/2018               | 40290          |     | Cropper Accountancy Corp                              |                                 |            | 4,750.00           | 203,018.75             |
| Bill Pmt -Check                    | 12/20/2018               | 40291          |     | Day Carter & Murphy LLP                               |                                 |            | 12,678.00          | 190,340.75             |
| Bill Pmt -Check                    | 12/20/2018               | 40292          |     | Kleinfelder, Inc.                                     |                                 |            | 649.90             | 189,690.85             |
| Bill Pmt -Check                    | 12/20/2018               | 40293          |     | Larsen Wurzel & Associates                            |                                 |            | 5,287.50           | 184,403.35             |
|                                    |                          |                |     |   |                                 |            |                    |                        |

# Reclamation District No. 1000 Transactions by Account

As of December 31, 2018

| Туре                   | Date             | Num         | Adj | Name                           | Memo  | Debit      | Credit     | Balance    |
|------------------------|------------------|-------------|-----|--------------------------------|---|------------|------------|------------|
| Bill Pmt -Check        | 12/20/2018       | 40294       |     | MBK Engineers                  |   |            | 939.00     | 183,464.35 |
| Bill Pmt -Check        | 12/20/2018       | 40295       |     | Sacramento Area Creeks Council |   |            | 1,000.00   | 182,464.35 |
| Bill Pmt -Check        | 12/20/2018       | 40296       |     | Streamline                     |   |            | 200.00     | 182,264.35 |
| Bill Pmt -Check        | 12/20/2018       | 40297       |     | Valley Tire Center, Inc.       |   |            | 1,001.73   | 181,262.62 |
| Bill Pmt -Check        | 12/20/2018       | EFT         |     | PG&E                           |   |            | 237.80     | 181,024.82 |
| General Journal        | 12/27/2018       |             | *   | The Notomas Basin Conservancy  | Q4 2018 Natomas Basin Conservancy Security Patrol | 4,500.00   |            | 185,524.82 |
| Bill Pmt -Check        | 12/28/2018       | EFT         |     | PG&E                           |   |            | 55.41      | 185,469.41 |
| General Journal        | 12/31/2018       |             | *   | Bank of the West               | Dec 2018 Bank of theWest operating reconciliation | 1.42       |            | 185,470.83 |
| Bill Pmt -Check        | 12/31/2018       | EFT         |     | Verizon                        |   |            | 322.72     | 185,148.11 |
| Bill Pmt -Check        | 12/31/2018       | EFT         |     | The Home Depot                 |   |            | 131.57     | 185,016.54 |
| Bill Pmt -Check        | 12/31/2018       | EFT         |     | City of Sacramento             |   |            | 43.82      | 184,972.72 |
| Bill Pmt -Check        | 12/31/2018       | EFT         |     | City of Sacramento             |   |            | 153.81     | 184,818.91 |
| Bill Pmt -Check        | 12/31/2018       | EFT         |     | Chavez, Silva & Company        |   |            | 2,932.50   | 181,886.41 |
| Bill Pmt -Check        | 12/31/2018       | 40300       |     | Interstate Oil Company         |   |            | 1,970.09   | 179,916.32 |
| Bill Pmt -Check        | 12/31/2018       | 40298       |     | California Chamber of Commerce |   |            | 328.57     | 179,587.75 |
| Bill Pmt -Check        | 12/31/2018       | 40301       |     | Mead & Hunt                    |   |            | 4,927.88   | 174,659.87 |
| Bill Pmt -Check        | 12/31/2018       | 40303       |     | Sonitrol                       |   |            | 2,037.72   | 172,622.15 |
| Total 1010.00 · Ban    | k of the West Ch | ecking Acct |     |                                |   | 304,762.55 | 204,883.14 | 172,622.15 |
| Total Cash and Investm | nents            |             |     |                                |   | 304,762.55 | 204,883.14 | 172,622.15 |
| TOTAL                  |                  |             |     |                                |   | 304,762.55 | 204,883.14 | 172,622.15 |

|  | Year to Date<br>July 1, 2018<br>to December 31, 2018  | Budget   | Percent of<br>Budget  |
|--|---|--|---|
| Operation & Maintenance Income   | to becember 31, 2010  | Duaget   | Buager  |
| Property Assessments Rents Interest Income SAFCA - O/M Assessment Misc Income Gain on Capital Asset Disposal   | 81<br>9,935<br>37,607<br>298<br>6,400   | 2,250,000<br>20,000<br>50,000<br>1,400,000   | 0.00%<br>49.68%<br>75.21%<br>0.00%<br>Not Budgeted<br>Not Budgeted  |
| Total  | 54,321  | 3,720,000  | 1.46%   |
| Restricted Fund  |   |  |   |
| Metro Airpark Groundwater Pumping  | <u> </u>  | 22,000   | 0.00%   |
| Total Combined Income  | 54,321  | 3,742,000  | 1.45%   |
| Operations and Maintenance - Expense   |   |  |   |
| Administration   |   |  |   |
| Government Fees/Permits Legal Liability/Auto Insurance Office Supplies Computer Costs Accounting/Audit Admin. Services Utilities (Phone/Water/Sewer) Mit. Land Expenses Administrative Consultants Assessment/Property Taxes (SAFCA - CAD) Admin - Misc./Other Expenses Memberships Office Maintenance & Repair Payroll Service Public Relations Small Office & Computer Equipment | 6,245 38,609 108,208 2,521 11,401 28,221 9,262 9,478 2,592 28,591 7,359 2,388 31,014 5,996 994 16,494 | 12,000<br>100,000<br>110,000<br>5,500<br>17,000<br>45,000<br>17,000<br>22,000<br>3,000<br>52,000<br>6,350<br>5,000<br>30,000<br>24,000<br>3,000<br>40,000<br>5,000 | 52.04%<br>38.61%<br>98.37%<br>45.84%<br>67.06%<br>62.71%<br>54.48%<br>43.08%<br>86.40%<br>54.98%<br>115.89%<br>47.76%<br>103.38%<br>24.98%<br>33.13%<br>41.24%<br>0.00% |
| Sub Total  | 309,373   | 496,850  | 62.27%  |
| Personnel/Labor  |   |  |   |
| Wages Group Insurance Worker's Compensation Insurance OPEB - ARC Dental/Vision/Life Payroll Taxes Pension Continuing Education Trustee Fees  | 412,959<br>51,267<br>21,828<br>39,484<br>11,500<br>29,640<br>93,862<br>1,664<br>15,975                | 1,000,000<br>130,000<br>40,000<br>28,000<br>26,000<br>77,500<br>165,000<br>15,000<br>39,000  | 41.30%<br>39.44%<br>54.57%<br>141.01%<br>44.23%<br>38.25%<br>56.89%<br>11.09%<br>40.96%   |
| Sub Total  | 678,179   | 1,520,500  | 44.60%  |

# Operations

| Danier  | 400 407   | 500,000                                 | 00.040/      |
|---|-----------|---|--------------|
| Power   | 180,187   | 500,000                                 | 36.04%       |
| Supplies/Materials                            | 7,583     | 22,000                                  | 34.47%       |
| Herbicide                                     | 87,787    | 115,000                                 | 76.34%       |
| Fuel  | 23,989    | 65,000                                  | 36.91%       |
| Field Services                                | 5,885     | 142,000                                 | 4.14%        |
| Field Operations Consultants                  | 8,496     | 20,000                                  | 42.48%       |
| Equipment Rental                              | 100       | 10,000                                  | 1.00%        |
| Refuse Collection                             | 4,578     | 25,000                                  | 18.31%       |
| Equipment Repair/Service                      | 704       | 22,000                                  | 3.20%        |
| Equipment Parts/Supplies                      | 37,362    | 60,000                                  | 62.27%       |
| Facility Repairs                              | 7,202     | 273,000                                 | 2.64%        |
| Shop Equipment (not vehicles)                 | 409       | 9,000                                   | 4.54%        |
| Field Equipment                               | -         | 8,000                                   | 0.00%        |
| Misc/Other 2                                  | 1,167     | -                                       | Not Budgeted |
| Sub Total                                     | 365,449   | 1,271,000                               | 28.75%       |
| Equipment                                     |           |   |              |
| Equipment                                     | 146,908   | 150,000                                 | 97.94%       |
| Sub Total                                     | 146,908   | 150,000                                 | 97.94%       |
| Consulting/Contracts/Memberships              |           |   |              |
| For the contract Teach trice I Octoor disease | 00.000    | 050.000                                 | 00.050/      |
| Engineering/Technical Consultants             | 83,366    | 250,000                                 | 33.35%       |
| Security Patrol                               | 30,300    | 80,000                                  | 37.88%       |
| Sub Total                                     | 113,666   | 330,000                                 | 34.44%       |
| Total O & M Expenses                          | 1,613,575 | 3,768,350                               | 42.82%       |
| ·   | , , ,     |   |              |
| Capital Expenses                              |           |   |              |
| Capital Office Upgrades                       | 14,907    | 15,000                                  | 99.38%       |
| Capital RE Acquisition                        | 5,500     | 120,000                                 | 4.58%        |
| Capital Office Facility Repair                | · -       | 30,000                                  | 0.00%        |
| Document Management                           | 2,522     | 8,800                                   | 28.66%       |
| Capital Facilities                            | 67,628    | 715,000                                 | 9.46%        |
| Sub Total                                     | 90,557    | 888,800                                 | 10.19%       |
| Total All Expenditures                        | 1,704,132 | 4,657,150                               | 36.59%       |
| F   | -,,       | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |              |

**SUBJECT:** Committee Reports (Information)

- A. SAFCA Representatives verbal report
- B. Personnel Committee (12/7/18 and 12/20/18) verbal report
- C. Executive Committee Meeting (1/2/19)

#### **Executive Committee Minutes**

January 2, 2019

In attendance were Trustees Jeff Smith, Tom Barandas, Fred Harris and GM Devereux

There were no members of the public present and therefore no public comments.

Prior to reviewing the agenda, GM Devereux provided an update on the negotiations with Keven King for the GM position. He stated a draft agreement had been prepared by our Counsel Julia Jenness working with the Personnel Committee and it was shared with Mr. King last Friday. We are still waiting for any comments or requested changes and are still working through the recruiter Bob Murray.

The Committee then reviewed the draft agenda for the January 11 meeting. Tom Barandas reported SAFCA was having their Executive Committee on Thursday so he should have information to report. GM Devereux noted the first item of the meeting is the election of Board officers and Committee assignments. Trustee Barandas will reach out to Board members about their interest in serving as an officer and their preferred Committee assignments.

The Committee had an extended discussion on the District looking for grant funding opportunities, some which may be outside the norms for water resources. He also noted the District no longer has a Public Relations consultant with the retirement of Karen Pardieck. He will work with the new GM on strategy.

GM Devereux briefed the Committee on status of the Corps Natomas Levee Project; status of the erosion site at 7907 Garden Highway which is for sale and receiving interest; and potential DWR grant for LMA O&M and SWIF preparations.

There being no further business, the meeting was adjourned.

**SUBJECT:** Board Business (Action/Information)

- A. Approval of Employment Agreement for District General Manager Position
- B. State DWR Grant for Flood Maintenance Assistance Program (Information)
- C. Status of Sacramento River Bank Erosion site vicinity of 7907 Garden Highway (Information)

## **EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made and entered into as of January \_\_\_\_, 2019 by and between Reclamation District 1000 ("Employer"), and Kevin L. King ("Employee").

- 1. <u>Term of Employment</u>. Employer employs Employee upon the terms and conditions set forth in this Agreement, for a period of three (3) years from Employee's start date (the "Initial Term"), unless terminated earlier pursuant to Section 7 below. Employee shall begin his employment with Employer on February 11, 2019. Unless otherwise agreed between the parties, this Agreement shall be deemed to be automatically extended at the end of the Initial Term, upon the same terms and conditions, for a period of one (1) year. The parties agree to negotiate in good faith the terms of any possible renewal so that it is approved at least six (6) months prior to the expiration of the Initial Term.
- 2. <u>Duties and Obligations of Employee</u>. Employee shall serve as the General Manager of Employer and shall perform the customary duties of such office as may from time to time be requested of Employee by Employer's Board of Trustees.

# 3. <u>Devotion to Employer's Business</u>.

- (a) Employee shall devote his full time, ability, and attention to the business of Employer while he is employed by Employer. He shall not, without the prior written consent of Employer's Board of Trustees, engage in any other business activities, duties, or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, which are in conflict with Employer's operations. The expenditure of reasonable amounts of time for educational, charitable, or professional activities, however, shall not be deemed a breach of this Agreement if those activities do not interfere with the services required of Employee under this Agreement.
- (b) Employee agrees to conduct himself at all times with due regard to public conventions and morals. Employee further agrees not to do or commit any act that will reasonably tend to shock or offend the community, degrade Employee or Employer, or that may be prejudicial or harmful to Employer or Employer's reputation. Employee acknowledges and agrees that this provision is necessary to protect Employer's goodwill in the community which Employee and Employer serve.
- 4. <u>Compensation</u>. In consideration of the services to be performed under this Agreement, Employee shall receive a beginning salary at the rate of \$182,592 per year (\$15,216 monthly) ("Salary"), payable in installments in accordance with Employer's normal payroll practices, subject to applicable adjustments for withholding taxes and prorations for any partial employment period. Employee may receive such annual adjustments in salary, if any, as may be determined by Employer's Board of Trustees, in its sole discretion, resulting from the Board's

annual review of Employee's compensation and performance prior to the end of each fiscal year (June 30) as part of Employer's budget process.

- 5. <u>Benefits</u>. Employee shall be entitled to those employee benefits adopted by Employer for all employees of Employer from time to time, subject to applicable qualification requirements and regulatory approval requirements, if any. All benefits, including those listed below, are subject to change consistent with Board policy and applicable law. Employee shall be entitled to the following additional benefits which shall supplement or replace, to the extent duplicative of any part or all of the general employee benefits, the benefits otherwise provided to Employee:
- (a) <u>Vacation</u>. Employee shall initially earn vacation at the rate of three (3) weeks annually (120 hours), starting at the 6<sup>th</sup> Year of Service accrual level. Employee may be absent from employment for vacation as long as such leave is reasonable and does not jeopardize Employee's performance of the responsibilities and duties specified in this Agreement. The length of any one vacation period should not exceed two (2) consecutive weeks without the prior approval of Employer's Board of Trustees (unless such vacation benefit is used for a protected leave of absence). Employee is hereby granted permission to take a pre-planned vacation during the summer of 2019.
- (b) <u>Automobile Expense Reimbursement and Insurance</u>. Employer shall reimburse Employee for automobile expenses of Four Hundred Dollars (\$400) per month. Employee shall (i) maintain his automobile in good condition and repair; (ii) maintain public liability insurance and property damage insurance policies with insurer(s) acceptable to Employer and such coverages in such amounts as may be acceptable to Employer from time to time; and (iii) such policies shall name Employer as an additional insured.
- (c) <u>Retirement</u>. Employee will be eligible for retirement benefits under CalPERS based on a formula of 2% at 60 consistent with his classification as a Classic Member under applicable law and consistent with Employer's policies and its contract with CalPERS. Employee is responsible for payment of the entire current employee contribution rate of 7%.
- (d) <u>Health, Dental and Vision Insurance Benefits</u>. Employer provides health, dental, and vision coverage for its employees and their families. Currently Employer pays 75% of the health insurance premium (employee and dependents) and 100% of the premiums for dental and vision coverage (employee and dependents).
- (e) Administrative Leave. Employee shall be entitled to 40 hours of administrative leave ("Administrative Leave") per year, credited on January 1 of each year. For Employee's initial year of employment only, the 40 hours shall be credited on Employee's first day of employment. Administrative Leave is time that reflects the fact that as an exempt employee, the General Manager's duties are expected to extend beyond a normal 40 hour workweek for community meetings and events and during flood events. Administrative Leave has no cash value and does not roll over from year to year. Employee acknowledges that his Salary and the standard benefits are the only compensation for his services. Any unused Administrative Leave shall not be paid out upon termination of employment. Administrative

Leave may be taken off in hourly increments; hours worked and taken off must be recorded on Employee's time records.

6. <u>Business Expenses</u>. Employer shall reimburse Employee for all reasonable business expenses ("Business Expenses") incurred by Employee in connection with the business of Employer, and in accordance with Employer's policies. Employee must first furnish to Employer adequate records as would be required by the appropriate taxing authorities for the substantiation of each such expenditure as an income tax deduction if Employer were subject to taxation.

# 7. Termination of Agreement.

- (a) <u>Termination by Employer For Cause</u>. Employer reserves the right to terminate this Agreement immediately upon any of the following events:
  - (i) Employee's death;
  - (ii) Employee's disability such that he is no longer able to perform the essential functions of his position, with or without reasonable accommodation;
  - (iii) Employee's commission of an act of dishonesty, misappropriation, embezzlement, intentional fraud, or similar conduct;
  - (iv) Employee's failure to perform Employee's duties as modified by Employer's Board of Trustees from time to time;
  - (v) Employer's good faith determination that other "good cause" exists to terminate Employee;
  - (vi) Employee's refusal or neglect to comply with any lawful or reasonable order given to Employee by Employer's Board of Trustees, or his violation of any material Employer policy or material law or regulation applicable to Employer;
  - (vii) Any material breach of this Agreement by Employee; or
  - (viii) Any damage of a material nature to any property of Employer or its affiliates caused by Employee's willful or grossly negligent conduct.
- (b) Other Termination by Employer. Employer may at its election and in its sole discretion, terminate this Agreement for no reason by giving written notice of termination to Employee, without prejudice to any other remedy to which Employer may be entitled either at law, in equity or under this Agreement. Upon such termination, Employee shall be entitled to receive any employment benefits which shall have accrued prior to such termination and the

Severance Pay specified in paragraph 7(c) below. If Employer terminates Employee's employment in breach of this Agreement, Employee's damages shall be limited to the Severance Pay in Section 7(c).

(c) Severance Pay - Termination by Employer - Section 7(b). In the event of termination by Employer pursuant to paragraph 7(b) of this Agreement, Employee shall be entitled to receive severance pay at Employee's rate of Salary immediately preceding such termination equal to the lesser of (i) three (3) months' Salary or (ii) the number of months remaining on the unexpired term multiplied by Employee's monthly Salary ("Severance Pay"). The amount of Severance Pay in (c)(i) shall be increased by one (1) additional month for each full year of employment after completion of Employee's initial full year, up to a maximum of six (6) months of Severance Pay. In no event shall Employee's Severance Pay exceed the amount allowable by law pursuant to Cal. Gov't Code Section 53260. Severance Pay shall be payable in accordance with Employer's normal payroll practices.

Employee acknowledges and agrees that Severance Pay pursuant to this subparagraph (c) is in lieu of all damages, payments and liabilities on account of the early termination of this Agreement and is the sole and exclusive remedy for Employee, and shall be subject to Employee's execution of a full release of all claims of any nature Employee may have against Employer, and its past, present and future officers, trustees, agents, employees, predecessors, successors, and its and their heirs, assigns and affiliates, if any (collectively, the "Released Parties"). If Employee refuses to sign this release and instead brings a claim against one or more of the Released Parties, Employee shall not be entitled to Severance Pay.

- (d) <u>Termination by Employer Section 7(a)</u>. If Employer terminates this Agreement pursuant to Section 7(a), Employee shall only be entitled to receive the Employee's accrued but unpaid wages, accrued but unused vacation, and accrued retirement benefits. Employee shall not be entitled to receive any other sums, including but not limited to Severance Pay.
- (e) <u>Termination by Employee</u>. Employee may terminate this Agreement upon ninety (90) days' notice to Employer, which shall constitute a voluntary resignation by Employee. In the event of Employee's resignation, Employee shall only be entitled to receive Employee's accrued but unpaid wages, accrued but unused vacation, and accrued retirement benefits through the date of termination of employment. Employee shall not be entitled to receive any other sums, including but not limited to Severance Pay.
- 8. <u>Notices</u>. Any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by personal delivery or by First Class U.S. mail. Mailed notices shall be addressed to the parties at the addresses listed as follows:

Employer: President, Board of Trustees

Reclamation District 1000 1633 Garden Highway Sacramento CA 95833 Employee: Kevin L. King

Each party may change the address for receipt of notices by written notice in accordance with this paragraph 8. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing.

- 9. <u>Arbitration</u>. To resolve employment disputes in an efficient and cost-effective manner, Employee and Employer agree that any and all claims (either now in existence or that may arise in the future) arising out of or related to this Agreement that could be filed in a court of law, including but not limited to, claims of unlawful harassment or discrimination, wrongful demotion, defamation, wrongful discharge, failure to pay wages, breach of contract, or invasion of privacy, shall be submitted to final and binding arbitration, and not to any other forum. This includes any dispute between Employee and any other person or entity that is or was affiliated with Employer, including supervisors, managers, officers, directors, agents, and representatives, whom Employee seeks to hold liable for claims arising out of or related to his employment with Employer.
- (a) <u>Class Action Waiver</u>. Employee agrees to bring any dispute on an individual basis only, and not as part of a class or collective action. Employee agrees to waive any right to a class or collective action ("Class Action Waiver"). Any dispute between the parties regarding the enforceability of the Class Action Waiver must be resolved by a civil court, and not by an arbitrator.
- (b) <u>PAGA Action Waiver</u>. Employee agrees to bring any dispute on an individual basis only, and not as part of a representative action pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA Waiver"). Any dispute between the parties regarding the enforceability of this PAGA Waiver must be resolved by a civil court, and not by an arbitrator. If a court determines that the PAGA Waiver is not enforceable, Employee and Employer agree to stay the PAGA proceedings pending final resolution of the individual action in arbitration and, to the extent permissible by law, the determination as part of that action of Employee's status as an aggrieved employee under California Labor Code Section 2699(c).
- (c) <u>Initiation of Arbitration</u>. The arbitration process shall be initiated by delivering a written request for arbitration to the other party within the time limits that would apply to the filing of a civil complaint in court. A late request will be void. No claim should be submitted to arbitration without first attempting to resolve the matter informally and exhausting Employer's internal procedures.
- (d) <u>Arbitration Procedures</u>. The arbitration shall take place at a mutually agreed upon location in Sacramento, California. If the parties are unable to agree upon a neutral arbitrator, the parties will obtain a list of arbitrators from a neutral dispute resolution service, and strike names alternately until one arbitrator remains. The arbitrator shall conduct the arbitration in accordance with the procedures set forth in the most recent version of the American

Arbitration Association's Employment Arbitration Rules and Mediation Procedures, except to the extent that any such rule or procedure would invalidate the enforceability of this Agreement, and to the extent that administration of such rules require the arbitration to be administered by the American Arbitration Association. Regardless of the outcome, Employer shall pay all the costs that are unique to the arbitration forum. The American Arbitration Association modifies its rules from time to time consistent with applicable law and to create an efficient and effective arbitration forum. Therefore, the rules governing arbitration may change from time to time. Employer and Employee agree to be bound by these rules as they may be in effect from time to time, except as otherwise set forth in this Agreement. A copy of the rules may be found at www.adr.org.

- (e) <u>Authority of Arbitrator and Award</u>. The arbitrator shall have the authority to order any legal or equitable remedy that would be available in a civil or administrative action on the claim. The arbitrator shall prepare a brief written decision that includes the essential findings and conclusions upon which the award is based.
- 10. <u>Attorneys' Fees and Costs</u>. In the event of litigation, arbitration or any other action or proceeding between the parties to interpret or enforce this Agreement or any part thereof or otherwise arising out of or relating to this Agreement, each party shall pay its own costs related to any such action or proceeding (except that Employer shall pay the costs that are unique to the arbitration forum) and its reasonable fees of attorneys, accountants and expert witnesses incurred by such party in connection with any such action or proceeding.
- 11. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties, and contains all of the covenants and agreements between the parties with respect to the subject matter contained herein. Each party to this Agreement acknowledges that no other representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not set forth herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party with regard to the subject matter.
- 12. <u>Modifications and Assignment</u>. Any modification of this Agreement will be effective only if it is in writing and signed by a party or its authorized representative.
- 13. <u>Waiver</u>. The failure of either party to insist on strict compliance with any of the terms, provisions, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of any term, provision, covenant, or condition, individually or in the aggregate, unless such waiver is in writing, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.
- 14. <u>Partial Invalidity</u>. If any provision in this Agreement is held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

- 15. <u>Interpretation</u>. This Agreement shall be construed without regard to the party responsible for the preparation of the Agreement and shall be deemed to have been prepared jointly by the parties. Employee acknowledges that Employee has had the opportunity to obtain independent legal counsel in connection with this Agreement, and Employee acknowledges that Employee has either obtained such counsel or has voluntarily declined the services of such counsel. Any ambiguity or uncertainty existing in this Agreement shall not be interpreted against either party, but according to the application of other rules of contract interpretation, if an ambiguity or uncertainty exists.
- 16. <u>Governing Law and Venue</u>. The laws of the State of California shall govern this Agreement.

EMPLOYEE AND EMPLOYER AGREE THAT BY ENTERING INTO THIS AGREEMENT, THEY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A TRIAL BY A JUDGE OR JURY.

**EMPLOYER** 

**SUBJECT:** General Manager's Report (Information/Discussion)

- A. Regional Flood Control Issues
- B. Flood Season Update
- C. Update Corps Design Progress Natomas Levee Project
- D. Update on SCADA Project
- E. Cleanup of Homeless Camps Natomas East Main Drain Canal
- F. Placer County Development Projects
- G. Encroachment Permits Endorsed

**SUBJECT:** Public Outreach Update

**SUBJECT:** District Counsel's Report

This will be a verbal report by District Counsel Jim Day.

**SUBJECT:** Superintendent's Report

**To:** Trustees of Reclamation District No. 1000

From: Superintendent Don Caldwell

Date: January 1, 2019

**Re:** Report of activities within the District during the month of December 2018

\_\_\_\_\_

The chart below represents the various activities the field crew spent their time working on during the month of December 2018.

| RD 1000 Field Crew | *Field Hours Worked | Activity          |
|--------------------|---------------------|-------------------|
|                    | 20                  | Plant Maintenance |
|                    | 103                 | Grounds           |
|                    | 0                   | Levee Maintenance |
|                    | 0                   | Pump Maintenance  |
|                    | 16                  | Ditch Maintenance |
|                    | 0                   | Fence Repair      |
|                    | 263                 | Garbage           |
|                    | 0                   | Weed Control      |
|                    | 0                   | Mowing            |
|                    | 0                   | Upper GGS         |
|                    | 120                 | Equipment Repairs |
|                    |                     |                   |

<sup>\*</sup>Days worked do not include: sick, vacation, holiday or Superintendent's time

**Bannon** H: 9.40'

L: 7.49'

**River** H: 10.77'

L: 5.78'

Rain totals

Rain totals for the month of December were 2.39"

Rain totals since July 1st were 7.73"

**Safety topics for the month of December:** Homeless camp garbage pickup. Watch out for sharps. Wear safety equipment for your protection.

# Pumping

The district did some pumping for a small rain event and Sacramento County & Sacramento City detention basin draining

| Pumping Plant | Pump     | Hours and A/F               |
|---------------|----------|-----------------------------|
| Plant 1-B     | Pump # 1 | 53.8 hours and 527.24 A/F   |
|               | Pump # 2 | 45.4 hours and 444.92 A/F   |
|               | Pump # 4 | 9.1 hours and 89.19 A/F     |
|               | Pump # 5 | 2.4 hours and 23.52 A/F     |
|               | Pump # 6 | 1.1 hours and 10.78 A/F     |
|               |          |                             |
| Plant 3       | Pump # 1 | 21.5 hours and 79.55 A/F    |
|               | Pump # 3 | 292.5 hours and 1959.75 A/F |
|               |          |                             |
| Plant 8       | Pump # 1 | 2.5 hours and 26.25 A/F     |
|               | Pump # 2 | 1.5 hours and 15.75 A/F     |
|               | Pump # 3 | 251.7 hours and 956.46 A/F  |
|               | Pump # 5 | 46 hours and 174.8 A/F      |

Reclamation District No. 1000 Superintendent Don Caldwell

**SUBJECT:** Correspondence/News/Information



# **Natomas Levee Improvement Project**

U.S. Army Corps of Engineers Sacramento District

www.spk.usace.army.mil

Nov 2018

# **Project Purpose**

The goal of the Natomas Levee Improvement Project is to improve the levee system and reduce the risk of flood damage in the 53,000-acre Natomas Basin.

In cooperation with the Central Valley Flood Protection Board and the Sacramento Area Flood Control Agency, the U.S. Army Corps of Engineers is currently conducting environmental and archeological surveys along the Natomas Basin levees to identify any culturally sensitive areas in the construction footprint.

In this phase of the project, some level of archaeological test excavations may be warranted. The purpose of test excavations is to characterize the site, determine the vertical and horizontal boundaries of the site, and ultimately to support eligibility for the National Registry of Historic Places.

The project will include improvements to the perimeter levee system surrounding Natomas.

Project features include slurry walls, landside berms and relief wells. The project also includes environmental enhancements such as woodland corridors, wetlands and canals to offset any significant impacts of the project.

# **Project Glossary**

**berm**- an embankment engineered to reinforce levee stability.

**boring**- method of physically removing soil for sample testing.

relief well- a controlled artificial spring that relieves confined water and prevents soil removal caused by piping or internal erosion.

seepage- the movement of water through or under a levee. When this occurs, levee soil may become unstable and lead to failure.

slurry wall- a cutoff wall that serves to reduce seepage through and under the permeable levee embankment and foundation soils.



(Bottom, left) Typical coring to locate buried cultural resources. (Bottom, right) The Natomas Levee Improvement Project area consists of 53,000 acres in the Natomas Basin. The project began in 2007 with the goal to reduce Natomas' risk of flood damage.



# **Frequently Asked Questions**



Worker uses subsurface trenching to locate buried cultural resources in areas identified as sensitive.

Why are you asking for rights of entry to my property?In an effort to reduce Natomas' risk of flood damage, access is needed to help determine subsurface soil conditions to design and construct the most effective, effi cient levee-strengthening design. Through the Right-of-Entry form, we are requesting access to your property near the levee project area for these efforts between January 1, 2019 and January 31, 2020

Where is the project located? The entire perimeter levee system, which includes the Sacramento River, American River, Natomas Cross Canal, Pleasant Grove Creek Canal, and the Natomas East Main Drain Canal.

Will I be notified prior to survey activities beginning on my property? We will attempt to notify you three to five days prior to the start date. Please provide contact information on the enclosed Right-of-Entry form so we have a way to contact you. Also, please provide any special instructions in the contact section and return to USACE.

What is a geoarchaeological trenching and coring and how is it conducted? Geoarchaeological trenching and coring will be used to locate buried cultural resources in areas identified as sensitive and in areas of project construction that involved substantial ground-disturbance. A backhoe will be used to create trenches to determine the presence or absence of buried archaeological deposits during initial investigations. A hand auger will be used to obtain core samples and quickly determine the absence or presence of archaeological materials.

How will this project benefit my property? Not only is this project aimed at reducing flood risk to your property, but it may also favorably impact your flood insurance rates. For more information, visit www.floodsmart.gov.

| Points of Contact                               | Additional Flood Risk Resources and Levee Information           |   |
|---|---|---|
| Cultural Lead<br>Robert Gudino<br>916-557-5104  | Federal Emergency Management Agency https://msc.fema.gov/portal | U.S. Army Corps of Engineers<br>Sacramento District<br>916-557-5100 |
| Right-Of-Entry<br>Laurie Parker<br>916-557-6741 | National Flood Insurance Program www.floodsmart.gov             | spk-pao@usace.army.mil<br>www.spk.usace.army.mil                    |