



**RECLAMATION DISTRICT NO. 1000  
BOARD OF TRUSTEES  
REGULAR BOARD MEETING**

1633 GARDEN HIGHWAY  
SACRAMENTO, CA 95833

**FRIDAY, NOVEMBER 8, 2019  
8:00 A.M.**

**AGENDA**

**1. PRELIMINARY**

- 1.1. Call Meeting to Order
- 1.2. Roll Call
- 1.3. Approval of Agenda
- 1.4. Pledge of Allegiance
- 1.5. Conflict of Interest (*Any Agenda items that might be a conflict of interest to any Trustee should be identified at this time by the Trustee involved*)

**2. PRESENTATIONS**

- 2.1. No Scheduled Presentations

**3. PUBLIC COMMENT (NON-AGENDA ITEMS)**

*Any person desiring to speak on a matter which is not scheduled on this agenda may do so under the Public Comments section. Speaker times are limited to three (3) minutes per person on any matter within RD 1000's jurisdiction, not on the Agenda.*

*Public comments on agenda or non-agenda items during the Board of Trustees meeting are for the purpose of informing the Board to assist Trustees in making decisions. Please address your comments to the President of the Board. The Board President will request responses from staff, if appropriate. Please be aware the California Government Code prohibits the Board from taking any immediate action on an item which does not appear on the agenda unless the item meets stringent statutory requirements (see California Government Code Section 54954.2 (a)).*

*Public comments during Board meetings are not for question and answers. Should you have questions, please do not ask them as part of your public comments to the Board. Answers will not be provided during Board meetings. Please present your questions to any member of RD 1000 staff via e-mail, telephone, letter, or in-person at a time other than during a Board meeting.*

**4. INFORMATIONAL ITEMS**

- 4.1. GENERAL MANAGER'S REPORT: Update on activities since the October 2019 Board Meeting.
- 4.2. SUPERINTENDENT'S REPORT: Update on activities since the October 2019 Board Meeting.
- 4.3. DISTRICT COUNSEL'S REPORT: Update on activities since the October 2019 Board Meeting.

**5. CONSENT CALENDAR**

*The Board considers all Consent Calendar items to be routine and will adopt them in one motion. There will be no discussion on these items before the Board votes on the motion, unless Trustees, staff or the public request specific items be discussed and/or removed from the Consent Calendar.*

- 5.1. APPROVAL OF MINUTES: Approval of Minutes from October 11, 2019 Regular Board Meeting.
- 5.2. TREASURER'S REPORT: Approve Treasurer's Report for October 2019.
- 5.3. EXPENDITURE REPORT: Review and Accept Report for October 2019.
- 5.4. BUDGET TO ACTUAL REPORT: Review and Accept Report for October 2019.

**6. SCHEDULED ITEMS**

- 6.1. PROFESSIONAL SERVICES AGREEMENT: Review and Consider Authorizing the General Manager to Execute a Professional Services Agreement with Kjeldsen Sinnock Neudeck, INC. for Capital Improvement Plan Update Project.
- 6.2. DEVELOPMENT IMPACT FEE: Review and Consider Approval of Request from Greenbriar Developers to Defer Payment of Development Impact Fee.

**7. BOARD OF TRUSTEE'S COMMENTS/REPORTS**

7.1. BOARD ACTIVITY UPDATES:

7.1.1. RD 1000 Committee Meetings Since Last Board Meeting

- Operations Committee (Smith, Barandas, & Christophel) October 25, 2019
- Executive Committee (Smith & Barandas) October 30, 2019

7.1.2. RD 1000 Committees No Meetings Since Last Board Meeting

- Finance Committee (Gilbert, Harris, & Smith)
- Legal Committee (Avdis, Barandas & Harris)
- Personnel Committee (Harris, Burns, Christophel)
- Urbanization Committee (Burns, Gilbert, & Avdis)

7.1.3. Trustee's Comments/Reports

**8. CLOSED SESSION**

8.1. No Scheduled Closed Session Items

**9. ADJOURN**



## RECLAMATION DISTRICT 1000

DATE: November 8, 2019

AGENDA ITEM NO. 4.1

---

TITLE: General Manager's Report – November 2019

SUBJECT: Update on activities since the October 2019 Board of Trustees Meeting

---

### EXECUTIVE SUMMARY:

This Staff Report is intended to report the noteworthy activities and events of the District. Noteworthy activity from October included interviewing respondent to the Request for Qualifications for the Capital Improvement Plan Update; awarding contract for vegetation removal to be performed as part of the Flood Maintenance Assistancess Program Grant; conducting Board of Trustees Election and receiving responses to a Request for Qualifications for General Counsel Legal Services. In summary, the District had a productive and successful month. Our key activities and achievements are presented below:

### BACKGROUND:

#### 1. Administration Services

##### a. Finance

- i. Working with Cropper Accountancy on 2018/2019 Audit coordination items.

##### b. Human Resources

- i. District Superintendent Caldwell is out on leave until approximately the middle of December 2019. In his absence, General Manager King temporarily placed Foreman Del Castillo into Acting Superintendent Role and provided temporary acting pay for Del Castillo.

#### 2. District Operations

##### a. Flood Operations:

- i. Pre-Flood Season Inspection. GM King is working with MBK Engineers, to perform aerial inspection (drone) of the exterior levee system prior to flood season. GM King authorized up to \$18,000 for MBK to perform this service for the District. \$13,000 will be reimbursed under the Flood Maintenance Assistance Program Grant and the remaining \$5,000 will be funded by the District's Operations and Maintenance Budget.

#### 3. Development Projects

##### a. Sutter Pointe Phase I

- i. GM King working with Sutter Pointe Phase I Landowners and Project Agents to review of Proposed Development Project.

**4. Capital Improvement Projects**

a. SCADA:

- i. District submitted reimbursement request (\$305,574) to Natomas Mutual Water Company on October 1, 2019 for SCADA improvements.
- ii. All site work complete, except for minor punch list items.
- iii. Radio towers were erected, and communications established in October between each pumping plant and the SCADA master station at the yard. TESCO working to improve efficiency of data transfer between sites.
- iv. Integration with Natomas Mutual Water Company's SCADA system anticipated to be completed in November.
- v. Final demonstration test and training to be completed in November.

b. Request for Qualifications – CIP Update

- i. District issued an RFQ for the CIP Update on August 16, 2019. Submittal period closed on September 30, 2019 at 2:00 pm. District received one (1) submittal from KSN, Inc. The Operations Committee met on October 25, 2019 to interview KSN, Inc. and recommend award of contract at the November Board of Trustees Meeting.

**5. Miscellaneous**

a. DWR Flood Maintenance Assistance Program (FMAP)

- i. The District awarded contract to Emerald Site Services on October 9, 2019. Work begin near Sankey Rd and Garden Highway on October 21, 2019.
- ii. District contracted with Western Grazers on October 30, 2019 for grazing services between Truxel Road and Gateway Oaks. Goats were delivered on November 5, 2019, and immediately went to work!



**TITLE: General Manager's Report – November 2019**

- iii. District is waiting for funding agreement for 2020/2021 FMAP application.
- b. Unauthorized Encampments
  - i. AB 137 (Cooper) failed to move out of the Senate Appropriations Committee. District is currently evaluating other options to move forward prior to the 2019/2020 Flood Season.
  - ii. GM King met with Senator Pan on October 31, 2019 to discuss introduction of a Senate Bill similar to AB 137.
  - iii. District continues to work with City of Sacramento and Councilmember Ashby on encampments at Truxel Road bridge. District installed fencing/barriers to limit access under the bridge on October 31, 2019.



**TITLE: General Manager's Report – November 2019**

- c. Sacramento Area Flood Control Agency (SAFCA)
  - i. Board Meeting – October 17, 2019 (Attachment No. 1)
- d. Request for Qualifications for General Counsel Legal Services
  - i. District issued an RFQ for General Counsel Legal Services on October 1, 2019. The District received qualification from five (5) firms on or before the deadline for submittal on October 31, 2019 at 2:00 p.m. GM King will work with Legal Committee to review and schedule interviews in November with possible award of contract to be consider by the Board of Trustees in December 2019.
- e. RD 1000 Board of Trustees – Election
  - i. District posted the Notice of Election to the District's website on September 27, 2019. The Notice of Election will be published in the Sacramento Bee on October 5, 2019 and for three consecutive weeks following.
  - ii. District requested Sacramento County Board of Supervisors appoint an Election Board on September 23, 2019.
  - iii. District uploaded sample ballots (English and Spanish) to the District's website on September 27, 2019.
  - iv. District Election was conducted on November 5, 2019. Election Results are provided in Attachment No. 2.

**ATTACHMENTS:**

- 1. SAFCA Board Meeting – October 17, 2019
- 2. RD 1000 November 5, 2019 Election Results

**STAFF RESPONSIBLE FOR REPORT:**

  
\_\_\_\_\_  
Kevin L. King, General Manager

Date: 11/06/2019



## Board of Directors Agenda of

**October 17, 2019 - 3:00 pm**

City of Sacramento Council Chambers, 915 I Street, Sacramento, CA. 95814

**Directors/Alternates Present:** Ashby, Avdis, Barandas, Conant, Frost, Harris, Holloway, Jennings, Kennedy, Nava, Nottoli, Peters, and Shah

**Directors Absent:** None

### ROLL CALL

### PUBLIC COMMENTS

### CLOSED SESSION

#### **Government Code Section 54956.8 - Conference with Real Property Negotiators.**

**Property: 8310 Pocket Road, Sacramento, CA; Sacramento County APN: 031-0112-002**

**Agency Negotiators: Pete Ghelfi, M. Holly Gilchrist, Jason D. Campbell, Richard M. Johnson**

**Negotiating Party: Mr. Norman A. Champ II and Ms. Joanne A. Champ**

**Under Negotiation: Price and terms of payment**

Motion by Director Avdis and seconded by Director Conant approving staff's recommendation the details of which will be made public when they are reduced to writing.

**AYES:** Avdis, Barandas, Conant, Frost, Harris, Holloway, Jennings, Kennedy, Nava, Peters, Shah

**NOES:** (None)

**ABSTAIN:** (None)

**RECUSE:** (None)

**ABSENT:** Ashby and Nottoli

#### **Government Code Section 54956.8 - Conference with Real Property Negotiators.**

**Property: 5720 Riverside Blvd., Sacramento, CA; Sacramento County APN: 029-0021-046**



**Agency Negotiators: Pete Ghelfi, M. Holly Gilchrist, Jason D. Campbell, Richard M. Johnson**  
**Negotiating Party: Ms. Minnie Enos and Ms. Benna Jo Plemmons**  
**Under Negotiation: Price and terms of payment**

Motion by Director Jennings and seconded by Director Conant approving staff's recommendation details of which will be made public when they are reduced to writing.

AYES: Avdis, Barandas, Conant, Frost, Harris, Holloway, Jennings, Kennedy, Nava, Peters, Shah  
NOES: (None)  
ABSTAIN: (None)  
RECUSE: (None)  
ABSENT: Ashby and Nottoli

**SEPARATE MATTERS**

1. [Resolution No. 2019-125 - Designating the Sacramento Area Flood Control Agency's Agency Counsel or the Executive Director as the Designated Representative to Cast SAFCA Votes in the Reclamation District No. 1000 Board of Trustees November 5, 2019 Election and Directing by Motion How the Votes are to be Cast \(Johnson\)](#)

**Three candidates spoke: Jeff Smith, Fred Harris, and Tom Barandas.**

**A motion was made by Director Frost and seconded by Director Kennedy to cast and distribute SAFCA's votes evenly among the five candidates.**

**A substitute motion was made by Director Nottoli and seconded by Director Holloway to cast and to distribute SAFCA's votes evenly among the three incumbent candidates.**

Substitute motion by Director Nottoli and seconded by Director Holloway to cast and distribute SAFCA's votes evenly among the three incumbent candidates.

AYES: Conant, Holloway, Nottoli, and Peters  
NOES: Avdis, Frost, Kennedy, Nava, Shah, Harris, and Jennings  
ABSTAIN: None  
RECUSE: Ashby and Barandas  
ABSENT: None

**Motion fails**

Motion by Director Frost and seconded by Director Kennedy to cast and distribute SAFCA's votes evenly among the five candidates.

AYES: Conant, Avdis, Holloway, Shah, Harris, Jennings, Frost, Nottoli, Peters, Kennedy, and Nava  
NOES: None  
ABSTAIN: None  
RECUSE: Ashby and Barandas  
ABSENT: None

**Motion passes.**

## EXECUTIVE DIRECTOR'S REPORT - no action

2. [Information - Executive Director's Report for October 17, 2019 \(Johnson\)](#).

### CONSENT MATTERS

Motion by Director Avdis and seconded by Director Kennedy to approve Resolution Nos. 2019-126; 2019-127; 2019-128; 2019-129; 2019-130; 2019-131; 2019-132; 2019-133; and 2019-134 of Consent Matters.

AYES: Ashby, Avdis, Barandas, Conant, Frost, Harris, Holloway, Jennings, Kennedy, Nava, Nottoli, Peters, and Shah  
NOES: None  
ABSTAIN: None  
RECUSE: None  
ABSENT: None

3. [Adopting the Action Summary for September 19, 2019 \(Russell\)](#).
4. [Resolution No. 2019-126 - Ratifying the Environmental Coordinator's Approval of Addendum No. 5 to the Mitigated Negative Declaration for the Bryte Landfill Remediation Project \(Tibbitts\)](#).
5. [Resolution No. 2019-127 - Awarding the Contract for the American River Watershed Project, Natomas Basin, Reach B - Johnson Ranch Contaminated Soil Removal Project, Sacramento County, California, Contract No. 4451, to the Lowest Responsive and Responsible Bidder and Authorizing the Executive Director to Execute the Contract \(Bassett\)](#).
6. [Resolution No. 2019-128 - Awarding the Contract for the American River Watershed Project, Natomas Basin, Reach B - Residential Structure Asbestos Abatement, Lead Paint and Household Hazardous Waste Removal Project, Sacramento County, California, Contract No. 4464, to the Lowest Responsive and Responsible Bidder and Authorizing the Executive Director to Execute the Contract \(Bassett\)](#).
7. [Resolution No. 2019-129 - Approving the Third Amendment to the Relocation Assistance Plan for the Natomas Basin Levee Improvement Project, Sacramento River East Levee Reach A \(Bassett\)](#).
8. [Resolution No. 2019-130 - Authorizing the Executive Director to Execute Amendment No. 10 to Contract No. 775 with Psomas for Topographic Mapping and Right of Way Engineering Services Related to the Natomas Levee Improvement Program \(Bassett\)](#).

9. [Resolution No. 2019-131 - Authorizing the Executive Director to Execute Amendment No. 2 to Contract No. 1369 with Psomas for Survey, Mapping, Right of Way Surveys and Right of Way Engineering Services Related to the Natomas Basin Project \(Bassett\)](#)
10. [Resolution No. 2019-132 - Authorizing the Executive Director to Execute Amendment No. 1 to Contract No. 1474 with Blackburn Consulting, Inc. for Environmental Engineering Services Related to the Natomas Basin Project \(Bassett\)](#)
11. [Resolution No. 2019-133 - Authorizing the Executive Director to Enter Into a Cost-Sharing Agreement with Reclamation District No. 999 to Conduct a Feasibility Study Supporting the Planning and Design of Flood and Ecosystem Improvements to Cache Slough in Yolo County \(Bardini\)](#)
12. [Resolution No. 2019-134 - Amending SAFCA Contracting Policy and Real Estate Delegated Authorities \(Campbell\)](#)

**SEPARATE MATTERS**

13. [Resolutions - Awarding Two Job Order Contracts to the Lowest Responsive and Responsible Bidder and Authorizing the Executive Director to Execute the Contracts \(Campbell\)](#)
  - A. Resolution No. 2019-135 - SAFCA JOC-001
  - B. Resolution No. 2019-136 - SAFCA JOC-002

Motion by Director Peters and seconded by Director Avdis to approve Resolution Nos. 2019-135 and 2019-136.

AYES: Ashby, Avdis, Barandas, Conant, Frost, Harris, Holloway, Jennings, Kennedy, Nava, Nottoli, Peters, and Shah  
 NOES: None  
 ABSTAIN: None  
 RECUSE: None  
 ABSENT: None

14. [Resolutions - Authorizing the Executive Director to Amend Consulting Services Contracts for Flood Risk Management Planning Services and Environmental Services on an As-Needed Basis to Support Execution of SAFCA's Programs and Projects \(Bardini\)](#)
  - A. Resolution No. 2019-137 - HDR Engineering, Inc., Amendment No. 2 to Contract No. 1454
  - B. Resolution No. 2019-138 - Larsen Wurzel & Associates, Inc., Amendment No. 2 to Contract No. 1458

Motion by Director Conant and seconded by Director Shah to approve Resolution Nos. 2019-137 and 2019-138.

AYES: Ashby, Avdis, Barandas, Conant, Frost, Harris, Holloway, Jennings, Kennedy, Nava, Nottoli, Peters, and Shah  
NOES: None  
ABSTAIN: None  
RECUSE: None  
ABSENT: None

**RECEIVE AND FILE** – no action

15. [Report of Construction Contract Change Orders Issued Under Delegated Authority for the First Quarter, Fiscal Year 2019-20 \(Gilchrist\)](#)
16. [Report of Insurance Claims Settled Under Delegated Settlement Authority for the First Quarter, Fiscal Year 2019-20 \(Gilchrist\)](#)
17. [Report of Professional Services Agreements Issued Under Delegated Authority for the First Quarter, Fiscal Year 2019-20 \(Gilchrist\)](#)
18. [Status Reports of Environmental Consulting Master Services Agreements for the First Quarter, Fiscal Year 2019-20 \(Gilchrist\)](#)
19. [Report of Real Property Transaction Where Just Compensation is Less than \\$500,000 Executed Under Delegated Authority for the First Quarter, Fiscal Year 2019-20 \(Gilchrist\)](#)
20. [Status Reports of Right of Way Consulting Master Services Agreements for the First Quarter, Fiscal Year 2019-20 \(Gilchrist\)](#)
21. [Report of California Uniform Public Construction Cost Accounting Act \(CUPCCAA\) Contracts Issued Under Delegated Authority for the First Quarter, Fiscal Year 2019-20 \(Gilchrist\)](#)
22. [Status Reports of Flood Risk Management Planning Master Services Agreements for the First Quarter, Fiscal Year 2019-20 \(Gilchrist\)](#)

**ADJOURN**

Respectfully submitted,

**STATEMENT OF RESULTS  
of Election of Trustees of  
Reclamation District No. 1000  
held November 5, 2019**

The undersigned members of the election board appointed to oversee the above election hereby certify to the Board of Trustees of Reclamation District No. 1000 that the following candidates for the office of Trustee of Reclamation District No. 1000, after due counting, tallying and canvassing, received the number of votes shown opposite their names, and we further certify that the total number of votes cast is as shown in the blank marked "Total" beneath the "number of votes received" column:

CANDIDATE	Number of Votes Received
Jerome Smith *	1299
Frederick E. Harris	721
Elena Lee Reeder *	1,001
Jag Bains *	955
Thomas A. Barandas	719
<b>Total:</b> 4,695	

An asterisk is placed opposite the names of each of the three candidates receiving the highest number of votes.

*Vanessa*  
*J. Wayne Johns*  
*James D. Carter*



## RECLAMATION DISTRICT 1000

DATE: November 8, 2019

AGENDA ITEM NO. 4.2

---

TITLE: Superintendent's Report – November 2019

SUBJECT: Update on activities since the October 2019 Board of Trustees Meeting

---

### EXECUTIVE SUMMARY:

This Staff Report is intended to inform the Board and serve as official record of the activities the District's field staff engaged in for the month of October 2019. As well as provide information regarding District facility use and local weather impacts on District facilities and river levels.

The Superintendent report was created to provide monthly updates to the Board of Trustees on field activities within the District boundaries, as well as provide a historical record. This allows for the District and the public the opportunity to refer back to data trends over time regarding the weather impact on District facilities, crew activities and local river and canal conditions as well as general District activities from month to month.

### RECOMMENDATION:

There are no staff recommendations, information provided is strictly informational.

### ATTACHMENTS:

1. Superintendent's Report Data Sheet

### STAFF RESPONSIBLE FOR REPORT:

---

Donald Caldwell, Superintendent

Date: 11/04/2019

---

Kevin L. King, General Manager

Date: 11/04/2019

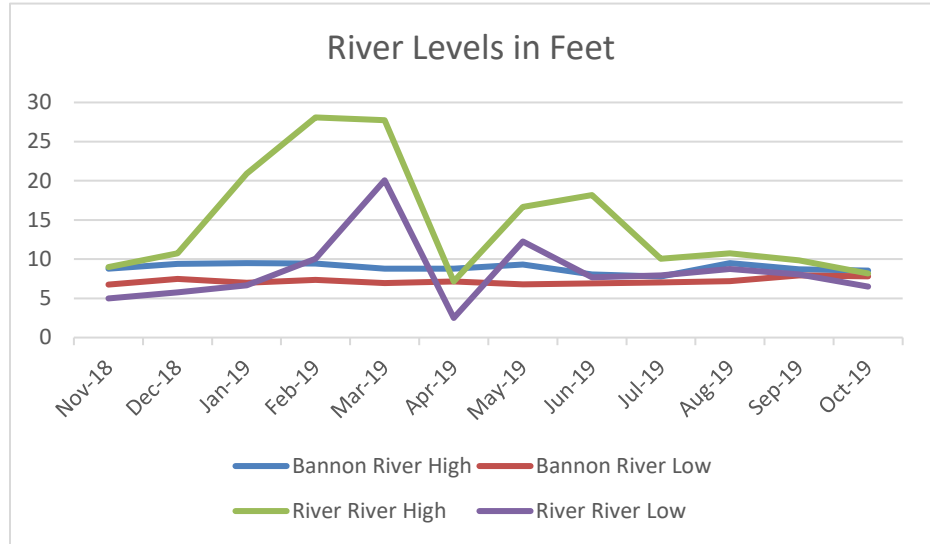


**Superintendent's Report  
October 2019**

**River Levels:**

**Bannon** H: 8.56'  
L: 7.79'

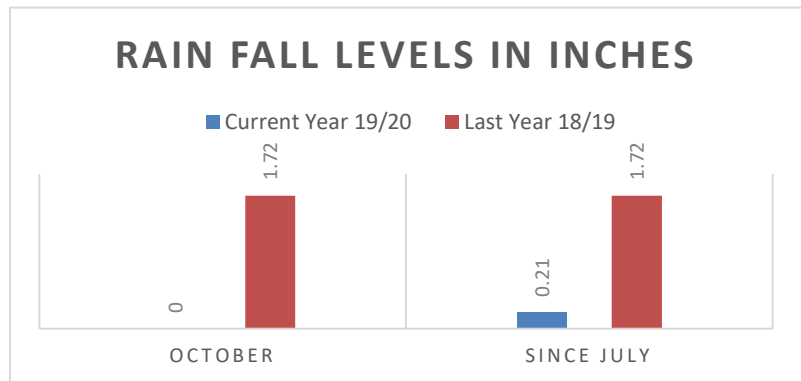
**River** H: 8.19'  
L: 6.51'



**Rain Fall Totals:**

October rain totals were 0"

Rain totals since July 1st were 0.21"



**Safety topics for the month of October:** Wind Hazards: Watch for falling trees, limbs, downed power lines. Wear proper Personal Protection Equipment (hard hat, eye protection) to protect against debris.

**District Complaints:** For the month of October the District received six (6) complaints. Two (2) complaints were regarding trash and illegal dumping within the District. Acting District Superintendent Del Castillo reported that the sites were cleaned up, no follow up was necessary. The District also received three (3) complaints regarding high weeds and vegetation in the canals, Acting District Superintendent Del Castillo inspected the various sites and has added them to The District maintenance rotation for November. Another resident inquired about the District marking property lines north of Powerline, Acting District Superintendent Del Castillo informed the office that these were the properties were being marked for vegetation and tree management, the information was relayed to the resident. Councilmember Ashby's office

**TITLE: Superintendent's Report – October 2019**

followed up with the District regarding the Truxel Bridge issue and the work to install a gate under the bridge was completed 11/1/19 by the District crews.

The chart below represents various activities the field crew spent their time working on during the month of October 2019.

RD 1000 Field Crew	*Field Hours Worked	Activity
	342.5	Pump Plant Maintenance
	15	Pump Rounds
	152	Ditch Maintenance
	56	Levee Maintenance
	120	Garbage
	266.5	Weed Control
	136.5	Mowing
	6	Rodent Control
	72	Equipment Repair

*\*Hours worked do not include Superintendent's time*

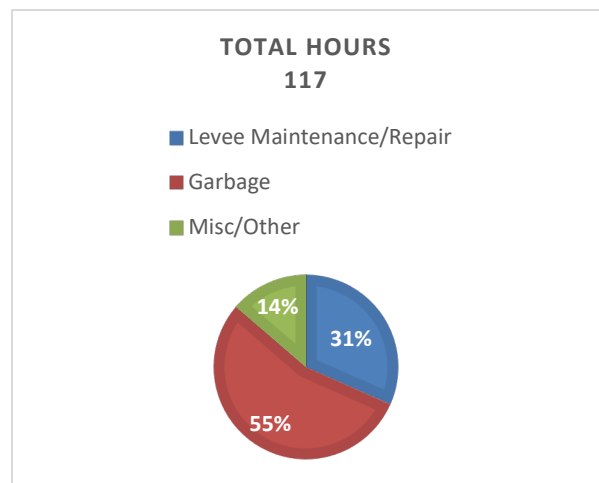
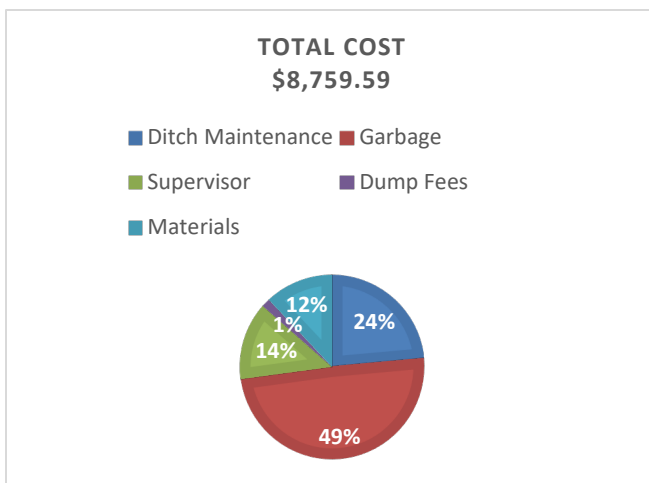
**Pumping**

The District did no pumping for the month of October.

**Unauthorized Encampment Activity**

The District spent a total of 117 crew hours on unauthorized encampments for a total cost to the district of \$8,759.59. This total includes labor,\* equipment costs, materials and dump fees.

*\*labor costs only include hourly wages and does not include a weighted rate for each employee*







## RECLAMATION DISTRICT 1000

DATE: November 8, 2019

AGENDA ITEM NO. 4.3

---

TITLE: District Counsel's Report – November 2019

SUBJECT: Update on activities since the October 2019 Board of Trustees Meeting

---

**EXECUTIVE SUMMARY:**

Reclamation District 1000's (RD 1000; District) General Counsel, Jim Day, to provide verbal report of work performed during the month of October 2019.

**ATTACHMENTS:**

None

**STAFF RESPONSIBLE FOR REPORT:**

---

Kevin L. King, General Manager

Date: 11/04/2019



## RECLAMATION DISTRICT 1000

DATE: November 8, 2019

AGENDA ITEM NO. 5.1

---

TITLE: Approval of Minutes

SUBJECT: Approval of Minutes from October 11, 2019

---

### EXECUTIVE SUMMARY:

This staff report is intended to serve as the official record of monthly meetings of the Board of Trustees. This document details meeting participants, proof of items discussed, summaries of board meeting discussion, and vote actions taken by the Board. Staff recommends Board approval of the October 11, 2019 Board Meeting Minutes.

### BACKGROUND:

The Ralph M. Brown Act (Gov. Code §54950 et seq.) governs meetings by public commissions, boards and councils, and public agencies in California. The Act facilitates public transparency and public participation in local government decisions. The Act also contains specific exemptions from the open meeting requirements where governmental agencies have a demonstrated need for confidentiality. To further comply with transparency, Reclamation District 1000 documents monthly meetings of its Board of Trustees through Board Minutes. Reclamation District 1000 also maintains a historical archive of Board meeting Minutes since 1912.

### RECOMMENDATION:

Staff Recommends the Board approve the Minutes from the October 11, 2019 Board of Trustees Meeting.

### FINANCIAL IMPACT:

None.

### ATTACHMENTS:

1. October 11, 2019, Board Meeting Minutes

### STAFF RESPONSIBLE FOR REPORT:

  
\_\_\_\_\_  
Joleen Gutierrez, Administrative Services Manager

Date: 11/01/2019

  
\_\_\_\_\_  
Kevin L. King, General Manager

Date: 11/04/2019



**Reclamation District No. 1000  
Board of Trustees Meeting**

1633 Garden Highway  
Sacramento, CA 95833

**OCTOBER 11, 2019  
MEETING MINUTES**

The Reclamation District No. 1000 Board of Trustees met in regular session on this date at the District Office. Present were: Board Vice President Tom Barandas; Trustee David Christophel; Trustee Fred Harris, Trustee Nick Avdis; Trustee Chris Burns; General Manager Kevin King; District Counsel Jim Day; Administrative Services Manager Joleen Gutierrez; District Superintendent Don Caldwell; and Administrative Assistant Christina Forehand.

Absent: Trustees Thom Gilbert and Jeff Smith

**1. Preliminary**

The meeting was called to order by Board Vice President, Tom Barandas.

After the Pledge of Allegiance, the Board was given the opportunity to disclose any potential conflicts of interest for items listed on the agenda. Trustee Nick Avdis made known that he will recuse himself from Sutter Pointe Discussion.

**2. Presentations**

There were no presentations.

**3. Public Comment**

There were no public comments.

**4. Informational Items**

4.1 GENERAL MANAGER'S REPORT: Update on activities since the September 2019 Board of Trustees Meeting.

GM King explained a significant portion of the October board packet contains Sacramento County Emergency Services Plans which were included in the packet for review.

GM King noted the San Joaquin Valley Rail Commission submitted a request to RD1000 for access to the Natomas East Main Drain, near Elkhorn Blvd., for a proposed train station site visit. He shared that he denied the request to access RD1000 property to conduct a biological

study as the agreement is not favorable to the District. The proposed train station could have potential future impacts on levee improvements. Trustee Avdis shared that the project is essentially a massive terminal point for maintenance and a switching yard. GM King is preparing comments to submit to the Rail Commission which are due October 14.

Trustee Burns inquired about the District's insurance renewal and liability coverage and whether an electrical assessment will be conducted. GM King stated that generally, if it's not gross negligence, it should be covered. He added an electrical assessment will be evaluated with the Capital Improvement Plan. GM King made known the District's liability coverage has been increased by \$5 million dollars for a total of \$10 million of coverage and the District is still within authorized budget parameters set by the Board set at \$120,000.

#### 4.2 SUPERINTEDEDENT'S REPORT: Update on activities since the September 2019 Board of Trustees Meeting.

In Superintendent's Caldwell's absence, Administrative Assistant Forehand provided an overview. There has been an excess of pumping due agricultural runoff. Trustee Burns asked about the District's Agreement with NMWC and whether there is a compensation provision for pumping the excess water that has been brought in by the water company. GM King reported currently we do not; however, the agreement can be modified if the Board desires to make changes. Trustee Barandas added the District historically has pumped out any water regardless of where it came from, except for constructed facilities designed to bring in water. If the District has a 218 this issue would need to be reevaluated to meet a standard.

#### 4.3 DISTRICT COUNSEL'S REPORT: Update on activities since the September 2019 Board of Trustees Meeting.

Counsel Jim Day provided a verbal update of his activities for the month of September 2019.

### 5. Consent Calendar

*All Consent Calendar items are acted upon by one Motion. There were no items pulled for further discussion.*

Moved/Seconded: Trustee Avdis / Trustee Christophel

Ayes: Trustees Christophel, Barandas, Harris, Avdis, Burns

Noes: none.

Abstain: none.

Absent: Trustee Smith, Trustee Gilbert

Action: A motion passed to approve Consent Calendar Items 5.1, 5.2, 5.3, 5.4, 5.5 in one motion.

#### 5.1 APPROVAL OF MINUTES: Approval of Minutes from September 13, 2019 Regular Board Meeting and September 27, 2019 Special Board Meeting.

**Action:** Approved Minutes from September 13, 2019 Regular Board Meeting and September 27, 2019 Special Board Meeting.

5.2 TREASURER'S REPORT: Approve Treasurer's Report for September 2019

**Action:** Approved Treasurer's Report for September 2019.

5.3 EXPENDITURE REPORT: Review and accept Report for September 2019.

**Action:** Reviewed and Accepted Expenditure Report for September 2019.

5.4 Budget to Actual Report: Review and Accept Report for September 2019.

**Action:** Reviewed and Accepted Budget to Actual Report for September 2019.

5.5 California Governor's Office of Emergency Services: Review and Consider Adoption of Resolution No. 2019-10-01 Designation of Applicant's Agent for Non-State Agencies.

**Action:** Approved Adoption of Resolution No. 2019-10-01 Designation of Applicant's Agent for Non-State Agencies.

**6. Scheduled Items**

6.1 Ratification of Funding Agreement: Review and Consider Ratification of Funding Agreement for Sutter Pointe Phase 1 Development Project Processing.

GM King explained there is a development proposed (Sutter Pointe) at the southern boundary line of Sutter County and the eastern part of RD1000. GM King was approached by the developer's engineer about submitting plans for review. As typical, the district would receive a deposit and we would work off that deposit. In the past developers have not understood fully the District's process to deduct from deposits for work performed and a funding agreement would clarify deposit acceptance and appropriate deduction for work performed by the District or its consultancy engineering firms. GM King believes this agreement is necessary and would allow the District and developers a smoother process for handling deposits. There is no financial impact to the district. GM King asked for ratification of the Funding Agreement.

6.2 Sacramento Local Agency Formation Commission: Review and Consider Selection of Special District Commissioner and Alternate Special District Commissioner for Sacramento Local Agency Formation Commission.

GM King made known the District has an opportunity to cast votes for LAFCO Special District Commissioner and Alternate Special District Commissioner. Commissioner incumbent Elliot Mulberg introduced himself to the Board of Trustees and provided an overview of his

extensive experience and involvement with California Special Districts. Trustee Avdis thanked Mr. Mulberg for attending the meeting and presenting. He then suggested to the Board that Mr. Mulberg and Lindsey Liebig as Alternate Commissioner.

Moved/Seconded: Trustee Avdis/ Trustee Burns

Ayes: Trustees Christophel, Barandas, Harris, Avdis, Burns

Noes: none.

Abstain: none

Absent: Trustee Smith, Trustee Gilbert

Action: A motion passed to recommend Elliot Mulberg as LAFCO Special District Commissioner and Lindsey Liebig as LAFCO Special District Alternate Commissioner.

### 6.3 Reclamation District 537 Assessment Ballot: Review and Consider Authorizing the General Manager to Submit Ballot for Reclamation District 537 Proposed Annual Assessment.

GM King made known the District owns approximately 160 acres of mitigation land in RD 785's District. The District received a proposed Annual Assessment Ballot to increase RD1000's Assessment by \$4,200 due to consolidation of reclamation districts RD 785, RD 900, RD 537, RD 827. The new assessment would take place in 2021 to cover the ongoing costs of maintenance. The Board had robust discussion on consolidation benefits and potential issues if the assessment is not approved. The Board also discussed how the district could potentially recoup costs of an assessment increase. Trustee Burns made known that he could not vote without knowing specifics of what the new assessment includes. District Consultant Scott Brown from Larsen Wurzel and Associates explained benefits to the District as maintaining the setback levee and providing maintenance of the Sacramento River portions of the district. Scott Brown also made known that in the event of a levee failure, the district would be required to fully restore this owned land. Trustee Burns requested a roll call vote.

Moved/Seconded: Trustee Christophel/Trustee Harris

Ayes: Trustees Christophel, Barandas, Harris,

Noes: none.

Abstain: Burns

Absent: Trustee Smith, Trustee Gilbert

Action: Motion to submit affirmative ballot for Reclamation District 537 proposed Annual Assessment passes.

## 7. Board of Trustee's Comments

### 7.1 – Board Activity Updates:

#### 7. 1.1. RD 1000 Committee Meetings Since Last Board Meeting

- Executive Committee (Smith and Barandas) September 26, 2019.

GM King announced that Executive Committee met with representatives from Natomas Mutual Water Company vegetation to hear their concerns about the District's drains, dewatering events, and complaints from their customers. For years, the water company has had a long-standing and mutually beneficial Agreement with the District. NMWC requested RD1000 to look into their aquatic vegetation program as the weed conditions have worsened over the past five years. NMWC also requested the District to review its maintenance program. The District has agreed to look existing agreement and possibly make changes.

Trustees Burns shared concerns about additional pumping costs. Trustee Avdis would like a workshop item to better understand the agreement and the needs of everyone involved. The Board would appreciate involvement to prepare a list of items RD 1000 would like to accomplish through this mutually beneficial agreement with the water company. With direction from the Board, GM King confirmed he would schedule a workshop prior to the next meeting with water company representatives.

- Executive Committee (Smith and Barandas) October 2, 2019.

The Executive Committee met to discuss the October 11, 2019 Board Meeting Agenda.

#### 7.1.2 RD 1000 Committees No Meetings Since Last Board Meeting

- Finance Committee (Gilbert, Harris, & Smith)
- Operations Committee (Barandas, Christophel, & Smith)
- Personnel Committee (Harris, Burns, Christophel)
- Urbanization Committee (Burns, Gilbert, & Avdis)
- Legal Committee (Avdis, Barandas, & Harris)

#### 7.1.3 Trustee's Comments/Reports

- Trustee Barandas provided a verbal report of SAFCA's Executive Committee Meeting.

### 8. Closed Session

8.1 – No Scheduled Closed Session Items

### 9. Adjourn

Meeting adjourned.



## RECLAMATION DISTRICT 1000

DATE: November 8 , 2019

AGENDA ITEM NO. 5.2

---

TITLE: Treasurer's Report

SUBJECT: Approve Treasurer's Report for October 2019

---

### EXECUTIVE SUMMARY:

This Staff Report is intended to inform the Board of the current total funds in the District's checking and money market accounts, Sacramento County Treasurer Fund, State Treasurer Local Agency Investment Fund (LAIF), and the City of Sacramento Pooled Investment Fund.

The Staff Report attachment provides the monthly beginning and ending balances of its Operations and Maintenance cash flow. The report considers the current month's receipts, fund to fund transfers, accounts payable, and payroll.

Noteworthy fund and cash flow items in the month of October 2019 are featured in the attached Treasurer's Report. There were three transfers totaling \$1.4 million from LAIF to the District's money market account in October. Close to \$1.2 million has been used to reimburse SAFCA for financial assistance necessary for the Pumping Plant 2 reconstruction project and other expenses related to the 2005/2006 flood disaster. The projects associated with this disaster are now officially closed out.

### BACKGROUND:

#### Income and Cash

The District has funds in the California State Controller Local Agency Investment Fund (LAIF), the Sacramento County Treasurer and Bank of the West.

The District's primary source of income is property assessments. Assessments are collected through respective Sacramento and Sutter County tax bills.

The District is required by law to have a minimum of six (6) months operation and maintenance reserves. Additionally, the District needs six (6) months of Operations and Maintenance (O/M) reserves to pay expenses from July through December when the 1<sup>st</sup> installments are collected on property assessments. The annual O/M budget is approximately \$2 million per year.

### RECOMMENDATION:

Staff recommends the Board approve the information in the October 2019 Treasurer's Report.



**TITLE: Treasurer's Report – October 2019**

**FINANCIAL IMPACT:**

None.

**ATTACHMENTS:**

1. Treasurer's Report

**STAFF RESPONSIBLE FOR REPORT:**

  
\_\_\_\_\_  
Joleen Gutierrez, Administrative Services Manager

Date: 11/01/2019

  
\_\_\_\_\_  
Kevin L. King, General Manager

Date: 11/04/2019

Reclamation District 1000  
Treasurer's Report  
October 2019

Treasurer's Report for October 2019

<b>October 2019</b>	
Total Funds	8,448,507.66
Bank of the West - Checking	90,711.33
Bank of the West - Money Market	109,877.62
Bank of the West FMAP	574,054.19
Sacramento County Treasurer	3,415,866.74
State Treasurer - Local Agency Investment Fund	2,147,900.91
City of Sacramento - Pool A	2,110,096.87

<b>October 2019 - Operations and Maintenance Cash Flow</b>			
<b>Beginning Balance</b>			3,511,254.99
	Income	Expense	
Current months receipts	21,012.63		21,012.63
Transfer from money market account	1,400,000.00		1,400,000.00
Accounts Payable*		(1,339,032.39)	(1,339,032.39)
Payroll		(86,657.16)	(86,657.16)
<b>Ending Balance</b>			3,506,578.07

\*See Attached Check Register

Current months receipts are made up of the following:

Refund of bank fee from Bank of the West	20.00
Security reimbursement from Natomas Basin Conservancy	5,500.00
Rental income from Sacramento City Fire Dept.	5,325.86
Bid fee from Emerald Site Services	20.00
Refund of payroll taxes from ADP	146.77
Deposit received from South Sutter LLC	10,000.00

The district received \$29,484 into the County Treasury during September 2019. Because of the timing of receipt of the County Treasury statements, these amounts were not previously reported.



## RECLAMATION DISTRICT 1000

DATE: November 8, 2019

AGENDA ITEM NO. 5.3

---

TITLE: Expenditure Report

SUBJECT: Review and Accept Report for October 2019

---

### EXECUTIVE SUMMARY:

This Staff Report is intended to advise the Board of monthly expenditures and provide an explanation of any expenses outside of the usual course of business. Staff recommends the Board review and accept the Expenditure Report for October 2019.

#### Expenses

The Administrative Services Manager reviews and the General Manager approves expenditures. This activity is disclosed monthly as an attachment to this staff report.

The Expenditure Report (Attachment 1) reveals typical District spending for the month; however, there are a few noteworthy budgeted and one-time expenses - ACWA Membership Dues \$12,775.00, CSDA Annual Dues \$7,077.00, assessed Sacramento County Property Taxes \$8,138.72, Marine Biochemists \$9,000 (herbicide application), Cropper Accountancy Corporation \$7,000 (District audit). The District also incurred an increased power expense from SMUD \$57,997.14 for continued dewatering of irrigation tailwater.

The District made a substantial reimbursement to SAFCA for financial assistance with Pumping Plant 2 reconstruction and other 2005/2006 flood disaster related projects totaling \$1,141,650 (Attachment 2).

### RECOMMENDATION:

Staff recommends the Board review and accept the Expenditure Report for October 2019.

### FINANCIAL IMPACT:

Expected SAFCA reimbursement lowered District reserves by \$1,141,650.

### ATTACHMENTS:

1. October 2019 Expenditure Report
2. Cost Share Reconciliation Memorandum/RD 1000 Pumping Plant 2 Reconstruction

**TITLE: Expenditure Report**

**STAFF RESPONSIBLE FOR REPORT:**

  
\_\_\_\_\_  
Joleen Gutierrez, Administrative Services Manager

Date: 11/01/2019

  
\_\_\_\_\_  
Kevin L. King, General Manager

Date: 11/06/2019

## October 2019 Expenditure Report

Type	Date	Num	Name	Memo	Debit	Credit	Balance
<b>Cash and Investments</b>							<b>95,388.25</b>
<b>1010.00 - Bank of the West Checking Acct</b>							<b>95,388.25</b>
General Journal	10/01/2019			Refund on bank service charge	20.00		95,408.25
Check	10/01/2019	EFT	Bank of the West			20.00	95,388.25
Bill Pmt - Check	10/03/2019	40723	US Bank Corp			2,386.02	93,002.23
Bill Pmt - Check	10/03/2019	40712	Airgas NCN			360.55	92,641.68
Bill Pmt - Check	10/03/2019	40713	H.T. Harvey & Associates			84.50	92,557.18
Bill Pmt - Check	10/03/2019	40714	Holt of California			1,112.16	91,445.02
Bill Pmt - Check	10/03/2019	40715	Interstate Oil Company			3,898.48	87,546.54
Bill Pmt - Check	10/03/2019	40716	Mead & Hunt			1,030.25	86,516.29
Bill Pmt - Check	10/03/2019	40718	Neat Freak Clean, LLC			280.00	86,236.29
Bill Pmt - Check	10/03/2019	40719	NorCal Kenworth			1,559.35	84,676.94
Bill Pmt - Check	10/03/2019	40720	Smile Business Products			309.61	84,367.33
Bill Pmt - Check	10/03/2019	40721	Steve Yaeger Consulting			3,562.00	80,805.33
Bill Pmt - Check	10/03/2019	40722	TC Printing			438.26	80,367.07
Bill Pmt - Check	10/03/2019	40724	Valley Truck & Tractor Company			2,450.94	77,916.13
Bill Pmt - Check	10/03/2019	EFT	City of Sacramento			4.38	77,911.75
General Journal	10/03/2019			10/3/19 payroll	Wages	31,881.28	46,030.47
General Journal	10/03/2019			10/3/19 payroll	PR Tax	13,926.48	32,103.99
Bill Pmt - Check	10/04/2019	EFT	PG&E			10.75	32,093.24
Check	10/07/2019	EFT	Cal Pers			893.26	31,199.98
Transfer General Journal	10/07/2019		The Notomas Basin Conservancy	Funds Transfer Q3 2019 Security reimbursement	100,000.00		131,199.98
General Journal	10/07/2019			Sac City Fire rent	5,500.00		136,699.98
General Journal	10/07/2019			Bid fee from Emerald Site Services	5,325.86		142,025.84
Bill Pmt - Check	10/07/2019	EFT	Napa Auto Parts			20.00	142,045.84
Check	10/07/2019	EFT	Cal Pers			140.28	141,905.56
Check	10/08/2019	EFT	Cal Pers		Pension	5,513.21	136,392.35
Check	10/08/2019	EFT	Cal Pers		Pension	4,237.39	132,154.96
Check	10/08/2019	EFT	Cal Pers		Pension	2,310.57	129,844.39
Check	10/08/2019	EFT	Cal Pers		457	300.00	129,544.39
Bill Pmt - Check	10/09/2019	40725	A T.E.E.M. Electrical Engineering, Inc.			1,020.00	128,524.39
Bill Pmt - Check	10/09/2019	40726	ACWA		Annual dues	12,775.00	115,749.39
Bill Pmt - Check	10/09/2019	40727	ACWA JPIA			1,689.47	114,059.92
Bill Pmt - Check	10/09/2019	40728	AT&T			287.27	113,772.65
Bill Pmt - Check	10/09/2019	EFT	Berkshire Hathaway Homestate Companies			1,830.52	111,942.13
Bill Pmt - Check	10/09/2019	40729	Carson Landscape Industries			695.00	111,247.13
Bill Pmt - Check	10/09/2019	40730	Chavez, Silva & Company			2,550.00	108,697.13

Bill Pmt - Check	10/09/2019	40731	Great America Financial Services			332.29	108,364.84
Bill Pmt - Check	10/09/2019	40732	Signature Graphics			113.05	108,251.79
Bill Pmt - Check	10/09/2019	40733	Terrapin Technology Group	Legal		2,447.08	105,804.71
Bill Pmt - Check	10/09/2019	40734	Valley Tire Center, Inc.			235.40	105,569.31
Bill Pmt - Check	10/09/2019	EFT	Waste Management of Sacramento			475.22	105,094.09
Bill Pmt - Check	10/09/2019	40735	Yolo County Public Works			651.40	104,442.69
Check	10/11/2019	EFT	ADP			97.22	104,345.47
Bill Pmt - Check	10/16/2019	40736	Bare Bones Workwear			1,547.66	102,797.81
Bill Pmt - Check	10/16/2019	40737	Blankinship & Associates, Inc.			801.00	101,996.81
Bill Pmt - Check	10/16/2019	40738	CA Special Districts Association	Annual Dues		7,077.00	94,919.81
Bill Pmt - Check	10/16/2019	40740	Miles Treaster & Associates			2,380.29	92,539.52
Bill Pmt - Check	10/16/2019	40741	Terrapin Technology Group			856.54	91,682.98
Bill Pmt - Check	10/16/2019	40742	United Rentals			206.21	91,476.77
Bill Pmt - Check	10/16/2019	40743	Woodland Motors			17.04	91,459.73
General Journal	10/16/2019		ADP	Amounts received from ADP for taxes	126.00		91,585.73
General Journal	10/16/2019		ADP	Amounts received from ADP for taxes	20.77		91,606.50
Check	10/17/2019	EFT	ADP			118.13	91,488.37
Bill Pmt - Check	10/17/2019	EFT	Streamline			200.00	91,288.37
Bill Pmt - Check	10/17/2019	EFT	Berkshire Hathaway Homestate Companies	Audit		5,056.00	86,232.37
Bill Pmt - Check	10/17/2019	EFT	PG&E			371.84	85,860.53
Bill Pmt - Check	10/17/2019	EFT	The Home Depot			269.55	85,590.98
Bill Pmt - Check	10/17/2019	EFT	Cal Pers	Health		18,659.86	66,931.12
General Journal	10/17/2019			10/17/19 payroll	Wages	27,867.47	39,063.65
General Journal	10/17/2019			10/17/19 payroll	p/r taxes	12,981.93	26,081.72
Bill Pmt - Check	10/18/2019	EFT	Alhambra & Sierra Springs			65.72	26,016.00
Transfer General Journal	10/21/2019			Funds Transfer	100,000.00		126,016.00
General Journal	10/21/2019		South Sutter LLC	Deposit received from South Sutter LLC	10,000.00		136,016.00
Bill Pmt - Check	10/22/2019	40746	Kleinfelder, Inc.			4,490.60	131,525.40
Bill Pmt - Check	10/22/2019	40747	MBK Engineers			7,164.98	124,360.42
Bill Pmt - Check	10/22/2019	40748	Mead & Hunt			1,099.96	123,260.46
Bill Pmt - Check	10/22/2019	40749	Occupational Health Centers of CA			185.00	123,075.46
Bill Pmt - Check	10/22/2019	40750	Sacramento County			8,138.72	114,936.74
Bill Pmt - Check	10/22/2019	40751	SMUD	Sept Pumping Costs - Rice Water		57,997.74	56,939.00
Check	10/22/2019	EFT	Cal Pers	457		300.00	56,639.00
Bill Pmt - Check	10/22/2019	40745	Del Paso Pipe & Steel			474.65	56,164.35
Bill Pmt - Check	10/22/2019	40744	City of Sacramento			1,372.00	54,792.35
Bill Pmt - Check	10/23/2019	40752	County of Sacramento			66.00	54,726.35
Check	10/23/2019	40753	SAFCA	Plant 2 FEMA		1,141,650.00	1,086,923.65

Bill Pmt - Check	10/24/2019	EFT	Verizon		394.47	1,087,318.12	-
Bill Pmt - Check	10/24/2019	EFT	City of Sacramento		163.79	1,087,481.91	-
Bill Pmt - Check	10/24/2019	EFT	City of Sacramento		57.53	1,087,539.44	-
Check	10/25/2019	EFT	ADP		131.47	1,087,670.91	-
Transfer	10/28/2019		Funds Transfer	1,200,000.00		112,329.09	
Bill Pmt - Check	10/28/2019	EFT	Comcast		158.38	112,170.71	
Bill Pmt - Check	10/30/2019	40758	Interstate Oil Company		2,846.63	109,324.08	
Bill Pmt - Check	10/30/2019	40759	Marine Biochemists		9,000.00	100,324.08	
Bill Pmt - Check	10/30/2019	40760	Smile Business Products		330.45	99,993.63	
Bill Pmt - Check	10/30/2019	40761	US Bank Corp		948.53	99,045.10	
Bill Pmt - Check	10/30/2019	40755	County of Sacramento		898.00	98,147.10	
Bill Pmt - Check	10/30/2019	40756	Cropper Accountancy Corp	audit	7,000.00	91,147.10	
Bill Pmt - Check	10/30/2019	40757	H.T. Harvey & Associates		308.75	90,838.35	
Bill Pmt - Check	10/30/2019	40754	California Service Tool, Inc.		127.02	90,711.33	
Total 1010.00 · Bank of the West Checking Acct					<u>1,421,012.63</u>	<u>1,425,689.55</u>	<u>90,711.33</u>
Total Cash and Investments					<u>1,421,012.63</u>	<u>1,425,689.55</u>	<u>90,711.33</u>
					<b><u>1,421,012.63</u></b>	<b><u>1,425,689.55</u></b>	<b><u>90,711.33</u></b>

Total receipts	21,012.63
Transfers from Money Market	1,400,000.00
Payroll disbursements	86,657.16
Accounts payable disbursements	1,339,032.39

Note 1 Accounting treatment is to be determined.



RECLAMATION  
DISTRICT 1000

Cost Share Reconciliation Memorandum  
Reclamation District No. 1000 Pumping Plant 2 Reconstruction

During the flood event of January 2006 and subsequent federal disaster declaration No. 1628, Reclamation District No. 1000 (RD 1000) in consultation with the Corps of Engineers (COE) and State Department of Water Resources (DWR) made the decision to remove the existing RD 1000 pumping plant No. 2 so the existing sump areas could be backfilled and secured. During the flood event, there was significant seepage and boils occurring in the sump and adjacent North Drain which was destabilizing the adjacent Sacramento River east levee. Based on recommendations by the RD 1000 geotechnical consultant, it was determined that emergency action was necessary to stabilize the levee and prevent a potential catastrophic levee failure due to the underseepage at the site. The plant was located about one mile north of Elverta Road along the Garden Highway at the westerly terminus of the North Drain.

RD 1000 applied for FEMA emergency funds to reimburse the cost of the emergency action to remove the pumping plant and stabilize the sump and adjacent North Drain. The cost for the emergency actions were approved by FEMA and subsequently reimbursed through a Project Worksheet (PW). Following the flood event, RD 1000 submitted an emergency grant application request for the reconstruction of the removed pumping plant generally at the same location which was denied by FEMA. RD 1000 submitted an appeal through the California Office of Emergency Services (CalOES) noting the public safety risk and potential flood damages within the Natomas Basin with the pumping plant removed. After providing additional information to FEMA through CalOES, FEMA approved the pumping plant reconstruction in 2008, but limited the grant to costs associated with replacement in-kind of the removed facility.

The pumping plant that was removed included an irrigation component operated by the Natomas Central Mutual Water Company (NMWC) through an agreement between RD 1000 and NMWC. The area where the plant had been removed was also being studied for necessary levee improvements as part of the Sacramento Area Flood Control Agency (SAFCA's) Natomas Levee Improvement Project (NLIP). The engineers working on the levee improvements determined the new pumping plant had to be located a distance away from the levee to accommodate the levee improvements and because of subsurface geotechnical issues related to under levee seepage risk with the pumping plant sump located near the levee. FEMA modified the grant application to allow for the relocation of the pumping plant away from the levee but still limited the approved cost to only those necessary for the replacement in-kind at the new location.



RD 1000, SAFCA and NMWC agreed to develop a comprehensive construction project given the overlapping area which included the reconstruction of the pumping plant, the required levee improvements and additional improvements requested by NMWC to accommodate future irrigation needs. The project costs were to be segregated between the pumping plant reconstruction, levee improvements and irrigation facilities by specific bid items whose costs could be tracked individually. After further negotiations, FEMA agreed to fund what they defined as an "Improved Project" provided we could segregate the construction costs for the replacement in-kind pumping plant improvements indicating their funding would be limited to those identified bid items.

RD 1000, SAFCA and NMWC then entered into a cost share agreement for the project in which RD 1000 would manage construction of the project and provide the FEMA grant funds for the pumping plant improvements items determined to be eligible by FEMA (Attachment 1). Costs for the levee and irrigation improvements that were not reimbursed by FEMA would be shared as follows:

#### Category A

Costs associated with the levee improvement portion of the project would be funded 100% by SAFCA and would be submitted to the State DWR for additional cost sharing under an Early Project Implementation Agreement with funding from Proposition E. These improvements would potentially be included as part of the subsequently authorized federal Natomas Levee Project.

#### Category B

Costs associated with reconstructing the water supply components that were part of the removed facility, and subject to the prior agreement between RD 1000 and NMWC, that were not reimbursed by FEMA would be shared equally between RD 1000, SAFCA and NMWC. The agreement further stipulated that any local cost share by RD 1000 or FEMA grant funds credited towards replacing in-kind the removed water supply facilities would be credited against RD 1000's share. It was subsequently determined this FEMA grant would have no local cost share. SAFCA agreed to initially fund these improvements subject to reimbursement following the project per the agreement.

#### Category C

Costs associated with improvements to the water supply features requested by NMWC would be shared between SAFCA and NMWC with SAFCA providing the construction funds and receiving future water supply credits from NMWC.

Also per the agreement, SAFCA provided the consultants needed for the design, environmental, permits, survey, geotechnical and construction management of the project. RD 1000 agreed to

reimburse all consultant costs associated with the pumping plant reconstruction grant features that were determined to be eligible by FEMA. Costs not reimbursed by FEMA would be paid by SAFCA.

The construction contract for the combined pumping plant reconstruction, levee improvements and water supply features was administered by RD 1000. It was awarded in 2012 to Mountain Cascade (MCM). As progress payments were made to MCM, RD 1000 and SAFCA's project management team at Mead and Hunt would allocate the construction costs between those eligible for reimbursement under the FEMA grant and those not eligible. RD 1000 paid the contractor's progress payments and submitted the grant eligible costs to CalOES for reimbursement and submitted non-eligible costs to SAFCA for reimbursement.

Following construction, in 2014, RD 1000 submitted a request to FEMA to increase the allowable reimbursement under the grant based on actual construction costs and necessary change orders approved during the project. FEMA denied the District's request. RD 1000 appealed FEMA's denial and provided additional documentation in 2016 to support the District's initial request. With CalOES support of the District's appeal, FEMA agreed to review the additional documentation as part of the Project Closeout. The final Project Closeout was delayed due to resource constraints at FEMA, but in December 2018, the District's was notified its appeal was granted by FEMA and the additional costs requested were approved with some minor deductions. Costs for some of the items included in the final appeal and previously denied by FEMA had been submitted to SAFCA for reimbursement during the construction. In addition, RD 1000 was reimbursed for the eligible "soft costs" associated with the consultant team and made a partial reimbursement to SAFCA of \$1.0 million towards these costs. RD 1000 and SAFCA agreed to wait until the final Project Closeout to reconcile the final reimbursement of the soft costs.

With Project Closeout complete, Mead and Hunt has reviewed the final construction costs and confirmed the eligible and non-eligible costs as well as allocated the non-eligible costs pursuant to the agreement among RD 1000, SAFCA and NMWC referenced above to determine the reimbursement amount RD 1000 owes to SAFCA.

Following are the project cost allocation and FEMA grant funding.

#### Project Costs

Final Amount Construction Contract MCM	\$7,884,374
Payment to SMUD for Service Connection	\$88,245
Subtotal	\$7,972,619
Soft Costs (Reimbursable under Grant—100% to SAFCA)	\$1,731,264

Reimbursements Received

FEMA (75%)	\$5,997,474
State CalOES (25%)	\$1,999,158
Subtotal	\$7,996,632
FEMA/OES Construction reimbursement (Total reimbursement less soft costs)	\$6,265,368
SAFCA Construction reimbursement	\$2,120,637
Total Construction reimbursements	\$8,386,005
Excess reimbursements (owed SAFCA)	\$413,386
Credit to RD 1000 for Elkhorn Canal damage repair	\$-3000
Net Construction owed SAFCA	\$410,386

As noted previously, SAFCA reimbursed RD 1000 for construction costs we had submitted to FEMA for project costs but had been deemed not eligible. In the final Project Closeout, FEMA agreed to reimburse RD 1000 for the majority of these costs as eligible items after reviewing the additional documentation provided. With approval and reimbursement of these additional costs and Project Closeout by FEMA, it was determined that SAFCA should be fully reimbursed the remaining eligible soft costs received by RD 1000. With the prior partial reimbursement of \$1.0 million by RD 1000, the remaining soft cost balance to be reimbursed to SAFCA is \$731,264.

Therefore, it is recommended RD 1000 reimburse SAFCA in the total amount of \$1,141,650 as follows:

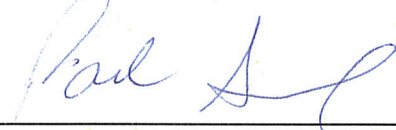
Net Construction costs owed SAFCA	\$410,386
Remaining eligible soft costs	\$731,264
Total SAFCA reimbursement	\$1,141,650

The consultant team at Mead and Hunt did a detailed review of the construction costs and progress payments made to MCM to confirm final contract amounts that were eligible and those costs that were not eligible. In addition, the review also provided a summary of the non-eligible cost sharing per the agreement among RD 1000, SAFCA and NMWC (Attachment 2). Based on their review, the cost allocation is as follows:

Category A (SAFCA)	\$761,704
Category B (SAFCA/NMWC/RD 1000)	\$786,075
Reimbursement by FEMA/OES	\$298,900
Net	\$487,175
Category C (SAFCA/NMWC)	\$461,373

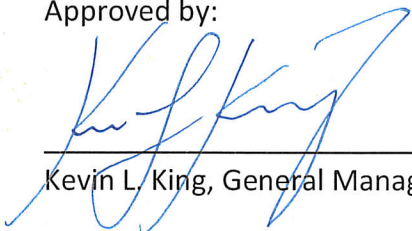
Per the three-way agreement among RD 1000, SAFCA and NMWC, the District's cost share for Category B items is to be reduced by the amount received from FEMA towards the water supply improvements (\$298,900) as well as any cost share the District provided (which was \$0). Therefore, the District does not have any remaining cost share obligation for the Category B items, and the remaining costs are to be shared between SAFCA and the NMWC.

Recommended by:



Paul Devereux, Project Manager

Approved by:



Kevin L. King, General Manager

Date: October 22, 2019



## RECLAMATION DISTRICT 1000

DATE: November 8, 2019

AGENDA ITEM NO. 5.4

---

TITLE: Budget to Actual Report

SUBJECT: Review and Accept Report for October 2019

---

### EXECUTIVE SUMMARY:

This Staff Report is intended to provide a monthly budgetary snapshot of how well the District is meeting its set budget goals for the fiscal year. The monthly Budget to Actual Report contains a three-column presentation of actual expenditures, budgeted expenditures, and percentage of the budget. Each line item compares budgeted amounts against actual to date expenses. Significant budgeted line item variances (if any) will be explained in the Executive Summary of this report.

Attachment 1 provides a fiscal year to date report for the month ending October 31, 2019.

At this time, the District is at 78.21% of our anticipated annual insurance premium. This is a budgeted item and one-time payment for Fiscal Year 19/20.

### BACKGROUND:

The Board of Trustees adopts a budget annually in June. District staff prepares the Budget, which shows current year budget versus expenditures and a proposed budget for the next fiscal year.

Three committees review the draft budget before being presented to the Board for adoption in June. The Personnel Committee reviews the wage and benefits portion of the Budget. The Operations Committee reviews the Capital expenditures Budget. After the two committees review and make recommendations to the budget, the final draft is prepared for the Finance Committee to consider. After review by the Finance Committee, the final Budget is presented to the Board for adoption at a regular Board meeting.

### RECOMMENDATION:

Staff recommends the Board review and accept the Budget to Actual Report for October 2019.

### FINANCIAL IMPACT:

None.

### ATTACHMENTS:

1. Budget to Actual Report October 2019

**TITLE: Budget to Actual Report**

**STAFF RESPONSIBLE FOR REPORT:**

  
\_\_\_\_\_  
Joleen Gutierrez, Administrative Services Manager

Date: 11/01/2019

  
\_\_\_\_\_  
Kevin L. King, General Manager

Date: 11/04/2019

Reclamation District No. 1000  
Budget to Actual Comparison  
July 1, 2019 to October 31, 2019 (Four Months Ending of Fiscal 2020)

	Year to Date July 1, 2019 to October 31, 2019	Budget	Percent of Budget
<b>Operation &amp; Maintenance Income</b>			
Property Assessments	-	2,250,000	0.00%
Rents	5,326	20,000	26.63%
Interest Income	13,441	65,000	20.68%
SAFCA - O/M Assessment	-	1,400,000	0.00%
Misc Income	2,206	-	Not Budgeted
FMAP Grant	574,000	574,000	100.00%
Annuitant Trust Reimbursement	-	70,000	0.00%
Security Patrol Reimbursement	-	31,000	0.00%
<b>Total</b>	<b>594,973</b>	<b>4,410,000</b>	<b>13.49%</b>
<b>Restricted Fund</b>			
Metro Airpark Groundwater Pumping	-	22,000	0.00%
<b>Total Combined Income</b>	<b>594,973</b>	<b>4,432,000</b>	<b>13.42%</b>
<b>Administration, Operations and Maintenance - Expenses</b>			
<b>Administration</b>			
Government Fees/Permits	2,711	12,500	21.69%
Legal	15,419	97,000	15.90%
Liability/Auto Insurance	117,320	150,000	78.21%
Office Supplies	1,512	5,500	27.49%
Computer Costs	6,308	24,000	26.28%
Accounting/Audit	15,162	46,050	32.93%
Admin. Services	4,653	17,000	27.37%
Utilities (Phone/Water/Sewer)	5,793	23,700	24.44%
Mit. Land Expenses	2,592	3,000	86.40%
Administrative Consultants	10,079	130,000	7.75%
Assessment/Property Taxes (SAFCA - CAD)	8,139	8,000	101.74%
Admin - Misc./Other Expenses	1,822	8,250	22.08%
Memberships	31,798	40,500	78.51%
Office Maintenance & Repair	4,400	27,000	16.30%
Payroll Service	795	3,500	22.71%
Public Relations	2,015	45,000	4.48%
Small Office & Computer Equipment	2,516	12,000	20.97%
Election	18,213	55,000	33.11%
Conference/Travel/Professional Development	507	20,500	2.47%
<b>Sub Total</b>	<b>251,754</b>	<b>728,500</b>	<b>34.56%</b>
<b>Personnel/Labor</b>			
Wages	307,910	1,058,262	29.10%
Group Insurance	42,550	97,440	43.67%
Worker's Compensation Insurance	8,944	39,544	22.62%
OPEB - ARC	-	30,000	0.00%
Dental/Vision/Life	8,374	22,328	37.50%
Payroll Taxes	23,718	71,000	33.41%
Pension	95,089	178,264	53.34%

Continuing Education	2,100	5,000	42.00%
Trustee Fees	8,325	40,000	20.81%
Annuitant Health Care	33,068	70,000	47.24%

---

<b>Sub Total</b>	<b>530,078</b>	<b>1,611,838</b>	<b>32.89%</b>
------------------	----------------	------------------	---------------

---

**Operations**

Power	128,630	500,000	25.73%
Supplies/Materials	7,696	22,000	34.98%
Herbicide	87,052	105,000	82.91%
Fuel	18,968	55,000	34.49%
Field Services	11,634	100,000	11.63%
Field Operations Consultants	3,069	20,000	15.35%
Equipment Rental	605	5,000	12.10%
Refuse Collection	3,451	25,000	13.80%
Equipment Repair/Service	1,757	16,000	10.98%
Equipment Parts/Supplies	9,369	60,000	15.62%
Facility Repairs	7,859	366,000	2.15%
Shop Equipment (not vehicles)	37	3,000	1.23%
Field Equipment	-	10,100	0.00%
Misc/Other 2	4	500	0.80%
Utilities - Field	2,383	8,000	29.79%
Government Fees/Permits - Field	-	12,000	0.00%
FEMA Permits	-	4,000	0.00%

---

<b>Sub Total</b>	<b>282,514</b>	<b>1,311,600</b>	<b>21.54%</b>
------------------	----------------	------------------	---------------

---

**Equipment**

Equipment	-	132,000	0.00%
-----------	---	---------	-------

---

<b>Sub Total</b>	<b>-</b>	<b>132,000</b>	<b>0.00%</b>
------------------	----------	----------------	--------------

---

**Consulting/Contracts/Memberships**

Engineering/Technical Consultants	22,052	180,000	12.25%
Security Patrol	10,400	65,000	16.00%
Temporary Admin	14,000	15,000	93.33%

---

<b>Sub Total</b>	<b>46,452</b>	<b>260,000</b>	<b>17.87%</b>
------------------	---------------	----------------	---------------

---

**FMAP Expenditures**

LOI/SWIF (Consultants)	8,768	20,000	43.84%
Equipment	-	305,100	0.00%
Operations & Maintenance (Field)	-	236,500	0.00%
Administrative	-	12,400	0.00%

---

<b>Sub Total</b>	<b>8,768</b>	<b>574,000</b>	<b>1.53%</b>
------------------	--------------	----------------	--------------

---

<b>Total A, O &amp; M Expenses</b>	<b>1,119,566</b>	<b>4,617,938</b>	<b>24.24%</b>
------------------------------------	------------------	------------------	---------------

---

**Capital Expenses**

Capital Office Upgrades	4,761	30,000	15.87%
Capital RE Acquisition	-	50,000	0.00%
Capital Office Facility Repair	-	30,000	0.00%
Document Management	-	-	Not Budgeted
Capital - District Server	2,033	10,000	20.33%
Capital Facilities	1,863	180,000	1.04%

---

<b>Sub Total</b>	<b>8,657</b>	<b>300,000</b>	<b>2.89%</b>
------------------	--------------	----------------	--------------

---

<b>Total All Expenditures</b>	<b>1,128,223</b>	<b>4,917,938</b>	<b>22.94%</b>
-------------------------------	------------------	------------------	---------------

---





## RECLAMATION DISTRICT 1000

DATE: November 08, 2019

AGENDA ITEM NO. 6.1

---

**TITLE:** Professional Services Agreement

**SUBJECT:** Review and Consider Authorizing the General Manager to Execute Professional Services Agreement with Kjeldsen, Sinnock & Neudeck, INC. for Capital Improvement Plan Update Project.

---

**EXECUTIVE SUMMARY:**

Reclamation District No. 1000 (RD 1000; District) solicited requests for qualifications for the Capital Improvement Plan Update Project on August 16, 2019. The District received a statement of Qualifications from Kjeldsen, Sinnock & Neudeck, INC. (KSN) on September 30, 2019 in accordance with the Request for Qualifications. The District's Operations Committee interviewed KSN on October 25, 2019. KSN subsequently provided a Scope of Services and Fee Schedule for the proposed work on October 30, 2019.

**RECOMMENDATION:**

Staff recommends the Board review and consider authorizing the General Manager to execute a Professional Services Agreement (Attachment No. 1) with Kjeldsen, Sinnock & Neudeck, INC. for Capital Improvement Plan Update Project.

**FINANCIAL IMPACT:**

\$130,056 in FY 2019/2020 Capital Expenditures. Originally budgeted at \$30,000.

**ATTACHMENTS:**

1. Professional Services Agreement – Kjeldsen, Sinnock & Neudeck, INC.

**STAFF RESPONSIBLE FOR REPORT:**



---

Kevin L. King, General Manager

Date: 11/04/2019

*Name of Project: Capital Improvement Plan Update*

## RECLAMATION DISTRICT NO. 1000

### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into in the City of Sacramento on [day, date, year] by and between RECLAMATION DISTRICT NO. 1000, a public entity of the State of California, hereinafter referred to as District, and KJELDTSEN, SINNOCK & NEUDECK, INC., hereinafter referred to as Consultant.

#### WITNESSETH

WHEREAS, on August 16, 2019, the District requested qualification proposals for updating the District's Capital Improvement Plan.

WHEREAS, pursuant to said request, Consultant submitted a proposal that was accepted by District for said services.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

- 1. Scope of Services.** The District hereby engages the Consultant, and the Consultant agrees to perform the services described in Exhibit A (the "Services"), in accordance with the terms of this Agreement. In case of conflict between this Agreement and any Exhibit hereto, this Agreement shall control over any Exhibit.
- 2. Compensation.** Compensation for the Services shall be as follows: Time and Materials not to exceed \$130,056 which includes labor, materials, equipment and supervision necessary to perform the work as described in Exhibit A. Additional services requested at the discretion of District for work not contemplated by this Agreement shall be billed on a time and materials basis per the rate schedule provided in Exhibit B.
- 3. Term.** The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until acceptance or completion of said services.

- 4. Contract Extension and Cost Increases.** The term of the contract may be extended by mutual consent for an additional year. During this extended period, labor rates may be increased to reflect increased labor costs and overhead at each one-year contract anniversary, provided the District is notified of the increases in advance. Rates may be increased to reflect actual cost increases up to a percentage equal to the percentage increase in the U.S. Consumer Price Index/All Urban Consumers (CPI-U) from March in the previous year to March in the year of adjustment upon request of Contractor.
- 5. Work Delays.** Should the Consultant be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the District, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the District's sole option, be extended for such periods as may be agreed upon by the District and the Consultant. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the District may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.
- 6. Termination.** If, during the term of the contract, the District determines that the Consultant is not faithfully abiding by any term or condition contained herein, the District may notify the Consultant in writing of such defect or failure to perform. This notice must give the Consultant a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Consultant has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the District may terminate the contract immediately by written notice to the Consultant to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Consultant's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

In said event, the Consultant shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the District's Notice of Termination, minus any offset from such payment representing the District's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Consultant as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Consultant shall be based solely on the District's assessment of the value of the work-in-progress in completing the overall work scope.

The District reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the District's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Consultant be entitled to receive in excess of the compensation quoted in its proposal.

The District also reserves the right to terminate the contract for convenience, providing a 30 (thirty) calendar day notice, at any time upon a determination by the General Manager that termination of the contract is in the best interest of the District. In this case the Consultant will be paid compensation due and payable to the date of termination.

7. **Ability to Perform.** The Consultant warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all applicable federal, state, county, city, and special district laws, ordinances, and regulations.
8. **Sub-contract Provisions.** No portion of the work pertinent to this contract shall be subcontracted without written authorization by the District, except that which is expressly identified in the Consultant's qualification proposal. Any substitution of sub-consultants must be approved in writing by the District. For any sub-contract for services in excess of \$25,000, the subcontract shall contain all provisions of this agreement.
9. **Contract Assignment.** The Consultant shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to

execute such a contract to any individual or business entity of any kind without the previous written consent of the District.

**10. Inspection.** The Consultant shall furnish District with every reasonable opportunity for District to ascertain that the services of the Consultant are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the District's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill its contract requirements.

**11. Record Retention and Audit.** For the purpose of determining compliance with various laws and regulations as well as performance of the contract, the Consultant and sub-consultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to the performance of the contract, including but not limited to the cost of administering the contract. Materials shall be made available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. Authorized representatives of the District shall have the option of inspecting and/or auditing all records.

**12. Conflict of Interest.** The Consultant shall disclose any financial, business, or other relationship with the District that may have an impact upon the outcome of this contract, or any ensuing District project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing District project which will follow. The Consultant staff shall provide a Conflict of Interest Statement where determined necessary by the District.

The Consultant covenants that it presently has no interest, and shall not acquire any interest— direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Consultant further covenants that, in the performance of this work, no sub-consultant or person having such an interest shall be employed. The Consultant certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the District. It is hereby expressly agreed that, in the performance of the work hereunder, the Consultant shall at all times be deemed an independent Consultant and not an agent or employee of the District.

- 13. Rebates, Kickbacks or Other Unlawful Consideration.** The Consultant warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any District employee. For breach or violation of the warranty, the District shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
- 14. Covenant Against Contingent Fees.** The Consultant warrants by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the District has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- 15. Compliance with Laws and Wage Rates.** The Consultant shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Sacramento ordinances, regulations and adopted codes during its performance of the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code. For purposes of this paragraph, "construction" includes work performed during the design and preconstruction phases of construction, including but not limited to, inspection and land surveying work.
- 16. Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Consultant is required to pay.
- 17. Permits, Licenses and Filing Fees.** The Consultant shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Consultant's work. The District will pay all application fees for permits required for the completion of the project including regulatory permit application fees. Consultant will provide a 10-day notice for the District to issue a check.

- 18. Safety Provisions.** The Consultant shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
- 19. Public and Employee Safety.** Whenever the Consultant's operations create a condition hazardous to the public or District employees, it shall, at its expense and without cost to the District, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
- 20. Preservation of District Property.** The Consultant shall provide and install suitable safeguards, approved by the District, to protect District property from injury or damage. If District property is injured or damaged resulting from the Consultant's operations, it shall be replaced or restored at the Consultant's expense. The facilities shall be replaced or restored to a condition as good as when the Consultant began work.
- 21. Immigration Act of 1986.** The Consultant warrants on behalf of itself and all sub-consultants engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
- 22. Consultant Non-Discrimination.** In the award of subcontracts or in performance of this work, the Consultant agrees that it will not engage in, nor permit such sub-consultants as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.
- 23. Accuracy of Specifications.** The specifications for this project are believed by the District to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Consultants are cautioned to undertake an independent analysis of any test results in the specifications, as District does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its qualification proposal, the Consultant and all sub-consultants named shall bear sole responsibility for preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the

District's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Consultant to inquire prior to submittal of the qualification proposal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Consultant. An ambiguity or defect shall be considered patent if it is of such a nature that the Consultant, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Consultant or sub-consultants to notify District in writing of specification defects or ambiguities prior to submittal of the qualification proposal shall waive any right to assert said defects or ambiguities subsequent to submittal of the qualification proposal.

To the extent that these specifications constitute performance specifications, the District shall not be liable for costs incurred by the successful Consultant to achieve the project's objective or standard beyond the amounts provided therefor in the qualification proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Consultant shall immediately notify the District in writing, and the Consultant and all sub-consultants shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by District. Failure to provide the hereinbefore described written notice within one (1) working day of Consultant's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

**24. Indemnification for Professional Liability.** To the fullest extent permitted by law, the Consultant shall indemnify, protect, defend and hold harmless the District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and cost which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

**25. Non-Exclusive Contract.** The District reserves the right to contract for the services listed in this RFQ from other consultants during the contract term.



**26. Standards.** Documents shall conform to industry Standards for technical reports and similar documents.

**27. Consultant Endorsement.** Technical reports, plans and specifications shall be stamped and signed by the Consultant where required.

**28. Required Deliverable Products and Revisions.** The Consultant will be required to provide documents addressing all elements of the work scope. District staff will review any documents or materials provided by the Consultant and, where necessary, the Consultant will respond to staff comments and make such changes as deemed appropriate. Submittals shall include the previous marked up submittal (returned to the Consultant) to assist in the second review. Changes shall be made as requested or a notation made as to why the change is not appropriate.

Draft reports and plan submittals shall be submitted as paper copies or electronic files as determined by the District's General Manager.

Final documents shall be submitted as camera-ready original, unbound, each page printed on only one (1) side, including any original graphics in place and scaled to size, ready for reproduction AND one electronic copy submitted in *Adobe Acrobat* format including all original stamps and signatures AND one (1) electronic copy submitted in *Microsoft Word* format. Electronic files shall be submitted on a USB Flash Drive or through a file transfer protocol site (FTP) and all files must be compatible with the *Microsoft* operating system.

**29. Ownership of Materials.** Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the District and no further agreement will be necessary to transfer ownership to the District. The Consultant shall furnish the District all necessary copies of data needed to complete the review and approval process.

It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the project for which this contract has been entered into.

The Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the District of the machine-readable information and data provided by the Consultant under this agreement. Further, the Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by District of the project documentation on other projects, except such use as may be authorized in writing by the Consultant.

**30. Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the Consultant as part of the work or services under these specifications shall be the property of District and shall not be made available to any individual or organization by the Consultant without the prior written approval of the District.

The Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the District and receipt of the District's written permission.

**31. Copies of Reports and Information.** If the District requests additional copies of reports, drawings, specifications, or any other material in addition to what the Consultant is required to furnish in limited quantities as part of the work or services under these specifications, the Consultant shall provide such additional copies as are requested, and District shall compensate the Consultant for the costs of duplicating of such copies at the Consultant's direct expense.

**32. Attendance at Meetings and Hearings.** As part of the work scope and included in the contract price is attendance by the Consultant at up to three (3) public meetings to present and discuss its findings and recommendations. Consultant shall attend as many "working" meetings with staff as necessary in performing work scope tasks.

**33. Requests for Review.** The Consultant shall respond to all requests for submittal review within two (2) weeks of receipt of the information from the District.

**34. Consultant Invoices.** The Consultant shall deliver a monthly invoice to the District, itemized by project work phase. Invoice must include a breakdown of hours billed and miscellaneous charges and any sub-consultant invoices, similarly broken down, as supporting detail.

**35. Payment.** For providing services as specified in this Agreement, District will pay and Consultant shall receive therefore compensation in a total sum not to exceed the individual agreed upon project fee. Should the Consultant's designs, drawings or specifications contain errors or deficiencies, the Consultant shall be required to correct them at no increase in cost to the District.

The Consultant shall be reimbursed for hours worked at the hourly rates attached to this agreement. Hourly rates include direct salary costs, employee benefits, overhead and fee. In addition, the Consultant shall be reimbursed for direct costs other than salary and vehicle cost that have been identified and are attached to this agreement. The Consultant's personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules.

**36. Payment Terms.** The District's payment terms are 30 days from the receipt and approval by the District of an original invoice and acceptance by the District of the materials, supplies, equipment or services provided by the Consultant (Net 30).

**37. Resolution of Disputes.** Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the District's General Manager and the District's Administrative Services Manager, who may consider written or verbal information submitted by the Consultant. Not later than thirty (30) days after completion of all deliverables necessary to complete the project, the Consultant may request review by the District Board of Trustees of unresolved claims or disputes.

Any dispute concerning a question of fact arising under an audit of this contract that is not disposed of by agreement, shall be reviewed by the District's Administrative Services Manager. Not later than thirty (30) days after issuance of the final audit report, the Consultant may request a review by the District's Administrative Services Manager of unresolved audit issues. The request for review must be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the District will excuse the Consultant from full and timely performance in accordance with the terms of this contract.

**38. Agreement Parties.**

**District:** Kevin L. King  
General Manager  
Reclamation District No. 1000  
1633 Garden Highway  
Sacramento, CA 95833

**Consultant:** Barry O'Regan  
Principal  
Kjeldsen, Sinnock & Neudeck, INC.  
1355 Halyard Drive, Suite 100  
West Sacramento, CA 95691

All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as shown above.

**39. Incorporation by Reference.** District Request for Qualifications – Capital Improvement Plan and Consultant's qualification proposal, are hereby incorporated in and made a part of this Agreement.

**40. Amendments.** Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the District General Manager.

**41. Working Out of Scope.** If, at any time during the project, the consultant is directed to do work by persons other than the District General Manager and the Consultant believes that the work is outside of the scope of the original contract, the Consultant shall inform the General Manager immediately. If the General Manager and Consultant both agree that the work is outside of the project scope and is necessary to the successful completion of the project, then a fee will be established for such work based on Consultant's hourly billing rates or a lump sum price agreed upon between the District and the Consultant. Any extra work performed by Consultant without prior written approval from the District General Manager shall be at Consultant's own expense.

**42. Complete Agreement.** This written agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement

between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto. For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by District, Consultant agrees with District to do everything required by this Agreement, the said specification and incorporated documents.

**43. Authority to Execute Agreement.** Both District and Consultant do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

RECLAMATION DISTRICT NO. 1000:

KJELDEN, SINNOCK & NEUDECK, INC.

\_\_\_\_\_  
Kevin L. King, General Manager

\_\_\_\_\_  
Barry O'Regan, Principal

APPROVED AS TO FORM:

\_\_\_\_\_  
Jim Day, District Counsel

## EXHIBIT "A"

### Scope of Services

**Kjeldsen, Sinnock & Neudeck, Inc.**

**Reclamation District 1000, Sacramento, California**

**Phase 2: Safety and Asset Management Plan**

**October 30, 2019**

### Project Understanding

KSN will assist RD1000 to update its Capital Improvement Program (CIP Update). RD 1000 intends to use the CIP Update to:

- Assess current condition and function of District assets.
- Prioritize asset repair/upgrades/replacement.
- Identify facility upgrades/new facilities needed to improve system performance, redundancy, reliability, and resilience.
- Evaluate opportunities for improvements to operational efficiency.
- Improve emergency preparedness and response capabilities.
- Identify facility repair/upgrade/replacement funding needs and any funding shortfalls.
- Help develop a funding strategy and implementation schedule for needed asset repair/upgrades/replacement.
- Identify opportunities to reduce risk for the District and its property owners.

The initial focus of the CIP Update effort will be to conduct an updated condition assessment of existing District facilities, building on what was conducted for the 2014 CIP plan. Once the updated condition assessment is completed, KSN will work with the District to prioritize asset repairs, upgrades, and and/or replacements. KSN will also work with RD1000 to identify strategies and possible approaches facilities modifications to improve operational efficiency, and to identify facility upgrades and/or new facilities which could to improve RD1000's system performance, energy efficiency, redundancy, reliability, and resilience.

### Task 1- Project Kickoff & Project Management

KSN will conduct a kickoff workshop for the project with key District staff and key consultant team members attending. The tentative agenda for that meeting would be:

- Introductions and Roles and Responsibilities of key participants.
- Share project scope and project intent with key participants to generate common understanding/shared vision for the CIP Update.
- Obtain overview of RD1000 system operations and facilities provided by District staff.
- Consultant Team and District staff jointly review the 2014 Capital Improvement Program to identify projects implemented since 2014, and any known new projects which will

need to be added as part of CIP Update or previously identified projects that are no longer necessary.

- Consultant team develop a list of data needs.

Immediately following the kickoff meeting, a tour of the District's facilities will be conducted with knowledgeable District staff to allow the KSN team to gain general familiarity with the Districts facilities.

KSN will also conduct a search of District archives to obtain copies of record drawings, previous studies and reports, etc., identified during the kickoff workshop as pertinent to the CIP Update effort.

After the project has kicked off, the KSN Team will perform the necessary management to ensure that goals and milestones are being reached according to budget and schedule. Under this task, the KSN project management team will coordinate the timely delivery of this scope of services, will provide RD1000 with progress reports on at least a monthly basis, and will coordinate the activities of the KSN Team with RD1000 staff and consultants.

Deliverables: Kickoff Meeting notes and pictures from site tour.  
Monthly Progress Reports

## Task 2 – Condition Assessment

*Asset Inventory:* KSN and RD1000 will develop an inventory of key assets to be included in the condition assessment. Our assumption is that the condition assessment effort will focus primarily on the District's pumping plants, but will also include other high-risk assets identified by the Team during the project kickoff workshop.

*Condition Assessment:* KSN will perform a field assessment of key assets identified above. Our condition assessment will consist of a site review of the District' assets for general condition, function and operation, noticeable signs of deterioration or aging, and apparent operational and maintenance deficiencies. Our assessment will be conducted to develop an independent review of the condition of the District's key assets, however we will also conduct field interviews with District operations staff to obtain information on observed system performance and/or performance deficiencies. We have assumed three days of in-the field effort for two team members. We have also included an allowance for follow-up specialized assessment by geotechnical and/or structural experts if deemed necessary after the initial field condition assessment. The results of the condition assessment will be documented for each asset in a single Condition Assessment Report, including photos, relevant field notes and measurements, and a narrative of the general condition of each asset. Per District direction we have excluded electrical and SCADA assessments from the condition assessment effort.

Deliverables: Condition Assessment Report.

### Task 3 – Operational Efficiency Assessment

Following our kickoff meeting and site tour, KSN will work with RD1000 to identify potential strategies to improve the District's efficient operation of its facilities. As improvement concepts are identified, we will identify the necessary study effort(s) to evaluate the feasibility of such efficiency improvements, and to outline facility upgrades and/or new facilities which could to improve RD1000's system performance, energy efficiency, redundancy, reliability, and resilience. These strategies and study efforts will be considered for inclusion in the CIP Update.

Deliverables: List of Potential Improvement Strategies and Associated Study efforts.

### Task 4 - CIP Update Report

Once the condition assessments have been completed, KSN will initiate development of the CIP Update report. This effort will include the following:

*Assessment of Facilities Risk & Criticality:* Following the condition assessment, the KSN team will lead a workshop with RD1000 staff to establish levels of service necessary for each asset and provide a basis for evaluating the facilities risk and criticality. For each key facility that needs to maintain a threshold level of service, ratings will be developed by the KSN/District team for the overall consequences of failure, on a 1-10 scale, and the general probability or potential for failure (as conceptualized based on facilities age, general condition, and knowledge of past operational performance, etc.). As a result of the consequence and probability or potential for failure, each asset will be assessed for their relative criticality in the RD 1000 system. (Assets identified for near-term replacement will be excluded from the consequence of failure rating). The combination of asset criticality and identified condition deficiencies will be used to prioritize facility repair/upgrade/replacement.

*Cost Estimates:* Using industry standards and field information gathered from the condition assessments, KSN will generate planning level cost estimates for rehabilitation or replacement of each asset evaluated. The costs generated will be comprehensive and account for engineering, permitting, right-of-way acquisition, construction management, and soft costs, as well as equipment and construction.

*Draft CIP Update Report:* KSN will compile a draft CIP Update report for review by District Staff. The draft report will include:

- Project Background & Purpose.
- Prioritized list of projects with descriptions and cost estimates.
- Discussion of potential funding strategies and funding options.
- Implementation and Funding Schedule.
- Appendices containing the Condition Assessment and assessment of Facilities Risk & Criticality.

KSN will attend an RD 1000 Operation Committee meeting to present the draft report.



*Final CIP Update Report:* Following District input on the draft CIP Update Report, we will finalize the project list and prepare a Final Capital Improvement Plan. KSN will attend an RD1000 Board meeting to present the final report.

Deliverables:      Draft CIP Update Report.  
                         Attendance at an RD1000's Operation Committee meeting  
                         Final CIP Update Report  
                         Attendance at an RD1000 Board meeting

**Reclamation District 1000  
CIP Update**

**TASK HOURS BREAKDOWN**

	KJELDTSEN, SINNOCK & NEUDECK INC. STAFF HOURS					Total Labor Hours	Total Labor Budget	OTHER DIRECT COSTS			Other Direct Costs Budget	TOTAL BUDGET (Rounded)
	Principal Engineer	Associate Engineer	Engineer II	Tech/GIS/ CAD II	Admin II			Direct Expenses	Mileage	Sub-consultants		
	Staff Rates	\$255	\$230	\$185	\$125			\$90	110%	0.58		
<b>PROJECT TASKS</b>												
1.0 Kickoff & Project Management	14	28	44	0	16	102	\$ 19,590	\$ -	\$ 20	\$ -	\$ 20	\$ 19,610
2.0 Condition Assessment	12	56	76	32	0	216	\$ 39,800	\$ 28	\$ 44	\$ 22,000	\$ 22,071	\$ 61,872
3.0 Operational Efficiency Assessment	8	16	8	0	0	32	\$ 7,200	\$ -	\$ -	\$ -	\$ -	\$ 7,200
4.0 CIP Update Report	18	54	110	20	16	218	\$ 41,300	\$ 55	\$ 17	\$ -	\$ 72	\$ 41,374
<b>PROJECT TOTALS</b>	<b>52</b>	<b>154</b>	<b>238</b>	<b>52</b>	<b>32</b>	<b>568</b>	<b>\$ 107,890</b>	<b>\$ 83</b>	<b>\$ 81</b>	<b>\$ 22,000</b>	<b>\$ 22,164</b>	<b>\$ 130,056</b>
<b>OPTIONAL TASKS</b>												
<b>GRAND TOTALS</b>	<b>52</b>	<b>154</b>	<b>238</b>	<b>52</b>	<b>32</b>	<b>568</b>	<b>\$ 107,890</b>	<b>\$ 83</b>	<b>\$ 81</b>	<b>\$ 22,000</b>	<b>\$ 22,164</b>	<b>\$ 130,056</b>

General Note: This costs allocation represents our best estimate at this time and may change subject to future developments during the project. It is possible that some of the estimated manpower requirements for specific task items may increase while others may not require the entire anticipated effort. Charges to this project will be made for actual time spent on the project and will be charged as per the attached Fee Schedule.

EXHIBIT "B"

**2019 / 2020 FEE SCHEDULE  
PREVAILING WAGE PROJECTS  
Effective July 1, 2019**

Position	Rate
Principal Engineer	\$ 255.00
Associate Engineer	\$ 230.00
Senior Engineer	\$ 205.00
Engineer II	\$ 185.00
Engineer I	\$ 175.00
Junior Engineer	\$ 145.00
Senior Surveyor	\$ 210.00
Surveyor	\$ 180.00
Assistant Surveyor	\$ 150.00
Field Crew-One Man & Vehicle	\$ 205.00
Field Crew-Two Man & Vehicle	\$ 310.00
Inspector	\$ 162.00
Inspector & Vehicle	\$ 190.00
Senior Project Manager	\$ 228.00
Project Manager	\$ 195.00
Assistant Project Manager	\$ 175.00
Grant Manager	\$ 150.00
GIS/CAD Technician III	\$ 145.00
GIS/CAD Technician II	\$ 125.00
GIS/CAD Technician I	\$ 95.00
Project Accountant	\$ 136.00
Administrative III	\$ 105.00
Administrative II	\$ 90.00
Administrative I	\$ 75.00

Equipment	Hourly Rate
3D Print Cloud Work Station	\$ 25.00
GPS Receivers-Per Receiver Per Hour	\$ 25.00
Robotic Total Station	\$ 35.00
HDS Scanner	\$ 150.00
Boat	\$ 55.00

Expenses	
Auto Mileage per current Federal Rates	
Special Consultants	Cost Plus 10%
Reimbursable Expenses	Cost Plus 10%
(Printing, Photos, Copies, Travel, Telephone, Fax, Survey Materials, etc.)	

*Additional charges may apply for overtime services.*

**Fees are due and payable within 30 days from the date of billing. Fees past due may be subject to a finance charge computed on the basis of 1 1/2% of the unpaid balance per month.**

Hourly rates are subject to review and adjustment July 1<sup>st</sup> of each year.



## RECLAMATION DISTRICT 1000

DATE: November 08, 2019

AGENDA ITEM NO. 6.2

---

**TITLE: Development Impact Fee**

**SUBJECT: Review and Consider Approval of Request from Greenbriar Developers to Defer Payment of Development Impact Fee.**

---

### EXECUTIVE SUMMARY:

Reclamation District No. 1000 (RD 1000; District), the City of Sacramento (City) and Greenbriar Project Owner, LP (Greenbriar) entered into a funding agreement on May 4, 2017. Per the agreement, Greenbriar was exempt from the District's Development Impact Fee (DIF), provided certain provisions were included in the development agreement for the project.

The Greenbriar Project has an obligation to pay a "Catch-up Fee" associated with the former CFD 97-01 taxes levied against the lands within the North Natomas Community Plan. This fee is currently planned to be paid to the City of Sacramento with first recorded subdivision map for the project. In short, CFD 97-01 funded approximately \$25 million in improvements to the RD 1000 system approximately 20-years ago. These improvements drastically reduced the existing 100-year floodplain in the Community Plan Area and increased the reliability and capacity of the RD 1000 system. The Greenbriar lands were not included in the North Natomas Community Plan, however the Greenbriar lands have benefited from the RD 1000 System Improvements funded by CFD 97-01. It was agreed that Greenbriar would pay their fair share of those system improvements totaling approximately \$2.6 million. Greenbriar is prepared to make that payment at the appropriate time. Again, it is currently scheduled with the recordation of the first Subdivision Map.

The following items were included as Exhibit M in Greenbriar's development agreement.

1. **Catch-up Fee.** Landowner shall pay a "catch-up" fee (the "**Fee**") to the City in the amount of \$2,511,964 (to be adjusted to the approval date of the expected large-lot map), due upon recordation of the first final subdivision map for the Project Site.
2. **Community Facilities District.** The Project Site is not required to annex into City of Sacramento North Natomas Drainage Community Facilities District No. 97-01 ("CFD 97-01"). Because the Fee is not related to bond proceeds, it is not subject to the CFD 97-01 formation documents or the City/RD 1000 Joint Community Facilities Agreement.
3. **Adjustments to and Reimbursements of the Fee Amount.**
  - (a) Listed below are improvements to the RD 1000 system that will be funded or

**TITLE: Development Impact Fee – Greenbriar Deferral Request**

constructed by Landowner (collectively the "Improvements," and each an "Improvement"):

Project D30.2 – Raise Elkhorn Boulevard (0' to 2')

Project D30.3 – Regrade the Lone Tree Canal

Project RIO.1 - Meister Way/Lone Tree Canal Culvert

Project RIO.3 - Elkhorn Boulevard/Lone Tree Canal Culvert

The Improvements include protection of the Project Site from the local floodplain. The list of Improvements may be modified at the discretion of the City's Department of Utilities in consultation with RD 1000.

- (b) The Improvements are similar to the types of improvements funded by CFD 97-01 and will be additions to the RD 1000 system that will benefit RD 1000. Accordingly, the verified costs of the Improvements, determined in accordance with section 3{d), will be credited against the amount of the Fee as follows:
- (1) The amount of the Fee will be reduced by the verified costs of each Improvement that is completed in full before the recordation of the first final subdivision map on the Project Site.
  - (2) For each Improvement completed after the recordation of the first final subdivision map for the Project Site and after Landowner has paid the Fee, the City shall reimburse Landowner from the proceeds of the Fee for the verified costs of the Improvement.
- (c) As of the date of this Funding Agreement, the estimated total cost of the Improvements is \$821,610. The City shall verify the actual cost of each completed Improvement. To this end, Landowner shall provide to the City, for each completed Improvement, documentation that satisfies the applicable policies and procedures for the acquisition of public improvements, as determined by the City.

- 4. Pumping Plant Number 3.** RD 1000 had previously anticipated that Landowner would fund a 75- cubic-foot-per-second increase to the pumping capacity of RD 1000's Pumping Plant Number 3. RD 1000 has concluded, based on its updated 100-year drainage analysis, that it no longer needs this increase and that onsite drainage improvements to be provided by Landowner will eliminate the need for additional pumping capacity at Pumping Plant No. 3.
- 5. Assignment of Funds.** After reducing the Fee amount in accordance with section 3{b){1) and using Fee proceeds to reimburse Landowner in accordance with section 3{b){2), the City shall assign the remaining Fee proceeds to RD 1000 for use on other improvements to the RD 1000 system. Those other improvements may include, but are not limited to, the following:

Development Impact Assessment and Information Tools

**TITLE: Development Impact Fee – Greenbriar Deferral Request**

Flood Emergency Response Plan Updates  
Flood Fight Material Storage Areas Acquisition  
Security System Improvements  
Portable Emergency Generators  
Plant No. 8 Natural Gas Generator  
SCADA Improvements

The assigned Fee proceeds may also be used, in RD 1000's sole discretion, to fund other improvements to the RD 1000 system. To the extent the remaining Fee proceeds fall short of an amount equal to the amount that Landowner would otherwise pay to RD 1000 under the DIF, Landowner shall pay an additional fee to City in the amount of the shortfall. The City shall not release Fee proceeds to RD 1000 until all reductions and reimbursements required by section 3(b) have been made.

6. **Development Impact Fee.** Landowner's compliance with this Funding Agreement will satisfy the Greenbriar project's obligations to RD 1000 and will exempt the Greenbriar project from the DIF. Landowner will not be required to pay additional fees under the DIF for the Project Site but will be exempt from the DIF as are lands currently within CFD 97-01, as provided in the DIF nexus study.
7. **Transferability.** If Landowner's rights and obligations under the Greenbriar DA are assigned in whole or part under section 2.6 of the Greenbriar DA, then Landowner's rights and obligations under this Funding Agreement will likewise be transferred to the assignee

It is important to note the RD 1000 improvements proposed for Greenbriar will be creditable or reimbursable towards the Catch-up Fee. These improvements are not critical to the development of the project, but further improve culvert capacities and channel cross-section for the Lone Tree Canal and the southerly ditch along I-5. The total for the Greenbriar RD 1000 Improvements has been estimated at approximately \$821,000. The remaining amount from the roughly \$2.6 million in Catch-up fee estimated at approximately \$1.7 million is scheduled for reimbursement to RD 1000 in lieu of payment of the RD 1000 DIF. This was intended to off-set the RD 1000 DIF. The preliminary RD 1000 DIF calculation was approximately \$1.319 million in 2014. Any shortage (if it occurs) in the remaining amount as compared to the DIF total shall also be paid by Greenbriar.

The first Subdivision Map to be recorded could be as early as January 2020. The proposed RD 1000 improvements are currently scheduled for a construction start of May 2020 consistent with the biological limitations of working in the Lone Tree Canal Corridor. Greenbriar would like to modify the development agreement for payment of the Catch-up fee either with the first subdivision map or a date certain coinciding with the completion of the RD 1000 improvements,

**TITLE: Development Impact Fee – Greenbriar Deferral Request**

submittal and approval of all of the required documentation to the City, whichever is the latter. If paid with the first subdivision map as currently planned, the funds would sit in a City account until the Greenbriar RD 1000 improvements are completed regardless.

Greenbriar has requested the following change:

1. **Catch-up Fee.** Landowner shall pay a "catch-up" fee (the "**Fee**") to the City in the amount of \$2,511,964 (to be adjusted to the approval date of the expected large-lot map), ~~due upon recordation of the first final subdivision map for the Project Site.~~ **Due upon the latter of the following:**
  - a. **The recordation of the first Subdivision Map**
  - b. **December 31, 2020.**

Essentially, Greenbriar may record subdivision maps prior to December 31, 2020, and if so, will be required to pay the catch-up fee no later than December 31, 2020. If no subdivision maps are recorded prior to December 31, 2020, then the payment shall occur prior to the first subdivision map recordation.

**RECOMMENDATION:**

Staff recommends the Board review and consider approval of request from Greenbriar Developers to defer payment of Development Impact Fee.

**FINANCIAL IMPACT:**

Deferral of FY 2019/2020 potential revenue to FY 2020/2021.

**ATTACHMENTS:**

None.

**STAFF RESPONSIBLE FOR REPORT:**

  
\_\_\_\_\_  
Kevin L. King, General Manager

Date: 11/04/2019



## RECLAMATION DISTRICT 1000

DATE: November 8, 2019

AGENDA ITEM NO. 7.1.1

---

TITLE: Committee Meeting Minutes

SUBJECT: Meeting Minutes from Committee Meetings Since the October Board Meeting

---

### EXECUTIVE SUMMARY:

#### **Operations Committee Meeting – October 25, 2019**

A meeting of the Reclamation District No. 1000 Operations Committee was held on Friday, October 25, 2019 at 8:00 a.m. at the District office. In attendance were Trustees Smith, Barandas, and Christophel. Staff in attendance was General Manager King. Also, in attendance were Barry O'Regan, Bill Worrall, and Neal Colwell of Kjeldsen, Sinnock & Neudeck, Inc. (KSN). No members of the public were present and therefore no public comments were made.

Presented below are the topics covered during the meeting followed by the minutes/discussion for each topic.

- Interview & Scope Refinement with KSN for Consulting Services for Capital Improvement Plan Update.
  - KSN presented an overview of the qualifications and experiences of the proposed project team as well as the approach for completing the project on schedule.
  - Operations Committee Members provided input on the expectations and deliverables for the CIP Update Project.
  - KSN was asked to develop a scope of services and fee schedule for the proposed work, prior to November 1, 2019. KSN agreed to provide the requested information which was received on October 30, 2019. (See Agenda Item 6.1 of this November 8, 2019 Board of Trustees Agenda).
- Operations Committee Recommendation
  - Operations Committee Members Smith, Barandas, and Christophel, were satisfied with the qualifications of and project approach by KSN for performing the CIP Update and recommended GM King seek award of a Professional Services Agreement to KSN from the District's Board at the November 8, 2019 Board of Trustees Regular Meeting.

With no further business on the Operations Committee Agenda, the meeting was adjourned at 9:30 a.m.



**TITLE: Committee Meeting Minutes**

**Executive Committee Meeting – October 30, 2019**

A meeting of the Reclamation District No. 1000 Executive Committee was held on Wednesday, October 30, 2019 at 8:00 a.m. at the District office. In attendance were Trustees Smith, Burns and Harris. Staff in attendance was General Manager King. No members of the public were present and therefore no public comments were made.

General Manager King presented the proposed agenda for the November 8, 2019 Board of Trustees meeting. The committee reviewed the agenda and items of particular discussion are provided below:

- Agenda Item 5.5 – Sacramento County Withdrawal
  - GM King informed the Executive Committee of a request from Administrative Services Manager Gutierrez to withdrawal funds from the Sacramento County Fund and place into the District’s Local Agency Investment Fund as a result of the \$1.1 million reimbursement that was paid to the Sacramento Area Flood Control Agency for Pumping Plant 2 FEMA repairs.
  - The Executive Committee asked for significant analysis of the request to insure the District was maximizing investment returns from the various accounts.
  - GM King agreed to have the analysis performed in the staff report and if the analysis couldn’t be completed in time for the November 8, 2019 Agenda that he would pull the item from the November Agenda and return to the Board at a later meeting.
- Agenda Item 6.1 – Professional Services Agreement - Kjeldsen, Sinnock & Neudeck, Inc.
  - GM King informed the Executive Committee that the Operations Committee recommended award of contract to KSN, Inc. for the Capital Improvement Plan Update Project based on the Operations Committee meeting held on October 25, 2019, pending the receipt of a scope and fee schedule that was consistent with the items discussed during the Operations Committee meeting. As of the time of the Executive Committee meeting the District had not yet received the scope and fee schedule from KSN, Inc. (\*Scope & Fee Received October 30, 2019 @ 5:30 pm).
  - Executive Committee agreed to place item on the November 8, 2019 Agenda per the Operations Committee recommendation.
- Agenda Item 6.2 – Development Impact Fee – Deferral Request from Greenbriar
  - GM King informed the Executive Committee of a request received from Greenbriar Developers to defer payment of Development Impact Fee which was specified in the 2016 Greenbriar Developers Agreement. The specific language of the requested change to the agreement was not available at the time of the Executive Committee meeting.
  - The Executive Committee agreed to place the request on the November 8, 2019 Agenda for Board discussion and consideration of approval.

**TITLE: Committee Meeting Minutes**

The Executive Committee approved the November 8, 2019 Board Agenda and with no further business on the Executive Committee Agenda, the meeting was adjourned at 9:00 a.m.

**STAFF RESPONSIBLE FOR REPORT:**



---

Kevin L. King, General Manager

Date: 11/06/2019