RECLAMATION DISTRICT NO. 1000 BOARD OF TRUSTEES REGULAR BOARD MEETING SACRAMENTO, CA June 8, 2018 8:00 A.M. AGENDA

1633 Garden Highway Sacramento, CA 95833

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

CALL TO ORDER

SET THE AGENDA

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

ITEMS SCHEDULE FOR ACTION

- 1. APPROVAL OF THE MINUTES OF THE BOARD OF TRUSTEES (Action)
 - A. Regular Meeting May 11, 2018
- 2. ADMINISTRATIVE ITEMS
 - A. Treasurer's Report for May 2018
 - B. Expenditure Report for May 2018
- 3. COMMITTEE REPORTS (Information)
 - A. SAFCA Representatives
 - B. Operations Committee (5/25/18)
 - C. Executive Committee (6/1/18)
- 4. BOARD BUSINESS (Action/Information)
 - A. Preliminary budget FY 18-19 (Information)
 - B. Approve Purchase and Sale Agreement APN 035-080-015 (Sutter County) Pleasant Grove Creek Canal East Levee (Action)
 - C. Mead and Hunt General Engineering Services Contract---Approval of Task Orders (Action)
 - D. Reports by Scott Brown of Larsen-Wurzel Associates
 - a. Status of Supervisory Control and Data Acquisition (SCADA) project

- b. Status of Plant 1 Spare Transformer Decision
- c. District Support for Natomas Mutual Water Company Sankey Diversion Lift Station
- E. Natomas Pops in the Park Sponsorship (Action)

ITEMS SCHEDULED FOR INFORMATION/DISCUSSION

- 5. GENERAL MANAGER'S REPORT
 - A. Regional Flood Control Issues
 - B. Update Corps Design Progress Natomas Levee Project
 - C. Replicon Time Sheet and Budget Tracking software implementation
 - D. Update on erosion site at 7907 Garden Highway
 - E. Encroachment Permits Endorsed
 - F. Panhandle Development levee easement/dedication
 - G. Floodway camping/homeless coordination with SAFCA
- 6. PUBLIC OUTREACH REPORT K. Pardieck
- 7. DISTRICT COUNSEL'S REPORT
- 8. SUPERINTENDENT'S REPORT
- 9. Correspondence/News/Information
- 10. Closed Session

Employee Performance Evaluation General Manager Government Code Section 54957 (b) (1)

11. ADJOURN

RECLAMATION DISTRICT NO. 1000
BOARD OF TRUSTEES
ACTION SUMMARY
SACRAMENTO, CA
May 11, 2018
8:00 A.M.
1633 Garden Highway
Sacramento, CA 95833

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

President Smith and Vice President Barandas presided at the meeting.

Public Comments: There were no public comments

1. Approval of the Minutes of the Board of Trustees (Action)

Minor edits to the minutes were received by Counsel Jim Day. A motion was made by Trustee Harris to approve the minutes of the April 13, 2018 Board Meeting, seconded by Trustee Barandas, and carried by a unanimous vote.

2. Administrative Items

A. Treasurer's Report for April 2018

Checking: \$1,474,107.97

Money Market: \$218,362.58

County Treasurer: \$1,126,037.81

LAIF: \$1,748,204.45

City Pool A: \$2,025,027.83

ASM Gutierrez reported receiving \$1 million dollars from the County of Sacramento. She reported Budget to Actual as being actively monitored. Trustee Harris moved to approve the Treasurer's Report for April 2018, seconded by Trustee Christophel, and carried by a unanimous vote.

3. Committee Reports

A. SAFCA

Trustee Barandas noted the SAFCA Board requested their staff collaborate with RD 1000, American River Flood Control, City and County regarding homeless camps. SAFCA is coordinating with the local districts to discuss clean-up efforts. Solano Co., Yolo Co., and City of Woodland met to discuss the Yolo Bypass widening efforts and to reaffirm their partnership, map of projects, action plan and funding.

Natomas Levee Project update: Reach D contract was awarded by the Corps of Engineers after a Small Business Administration protest resolution. Reach I Contract 1 will have an invitation to bid on May 24. The award will go to the lowest bidder among the pre-qualified contractors.

SacBee.com ran an article about "Precipitation Backlash," listing climate change as one reason we are experiencing wild weather swings (severe drought, heat and flood). SAFCA will use this information to support flood project funding.

B. Executive Committee

The Executive Committee met on May 2, 2018. In attendance were Trustee Smith, Barandas, and GM Devereux with Trustee Harris participating by phone. The Committee set the agenda for the May Board meeting.

C. Personnel Committee

The Personnel Committee met on May 4, 2018. In attendance were Trustee Burns, Christophel, Harris and GM Devereux. The Committee met to discuss preliminary proposed budget policy providing direction to the GM as well as to discuss the general manager's evaluation. An RFP will go out soon to locate a search firm for a new GM with the anticipated start of January 2019. Trustee Burns continues to work on retirement formula issues with CalPERS. President Smith inquired about a potential replacement for our retiring outreach representative. GM suggested holding off on a decision until new district leadership is in place. If necessary, an interim outreach consultant could overlap during this transition.

D. Legal Committee Meeting

The Legal Committee met on May 4. In attendance were Trustee Avdis, Harris and Barandas. Staff in attendance were GM Devereux, District Counsel Jim Day and Ralph Nevis. The Committee discussed the Prime Pay fraud investigation and pursuing a policy claim with the District's insurance carrier. The Committee also discussed the status of the erosion site at 7907 Garden Highway.

4. Board Business

A. Authorize General Manager to Execute Agreement with H.T. Harvey and Associates for Environmental Consulting Services

GM determined scope items with Debra Bishop from H.T. Harvey and came up with an estimate of \$60,195.00 for task order #1. Trustee Avdis requested exploring additional vegetation as mitigation for removed trees as part of the Natomas Levee Project. Trustee Christophel concurs that trees will add to community value. GM would like to identify locations where some tree mitigation can be done; however, a lingering concern would be tree maintenance responsibility. Trustee Burns expressed his opposition to spending funds on the Urban Forest Plan when there is no requirement to do so nor is the district getting any environmental mitigation credits for the plan. He also expressed concern this plan was being developed ahead of the Board adopting a policy for the use of district property for purposes other than flood control. A motion was made by Trustee Harris and seconded by Trustee Barandas to authorize GM to authorize the initial contract ceiling \$60,195 based on the estimated fee for the task order. Trustees Gilbert, Avdis, Smith, Harris, Barandas and Christophel voted "aye," Trustee Burns voted no, motion was approved.

B. Authorize General Manager to sign agreement with Replicon Inc. for purchase and implementation of Replicon Software package to support budget and resource tracking and documentation

GM Devereux and ASM Gutierrez reported the District's current time keeping process is outdated. In an effort to modernize and better automate time keeping activities GM is requesting authorization to enter an agreement with Replicon, a global technology leader which will provide a solution to tracking and analyzing employee time and activities. The initial cost including implementation is \$3,870 for the first year. Staff answered several questions from Trustees surrounding Replicon's ability to interface with other software, user accessibility, the District's benefit of tracking time, labor charges, equipment, contract costs and contract

commitment. A motion was made by Trustee Christophel to authorize GM to sign an agreement with Replicon, seconded by Trustee Barandas, by unanimous vote, motion was approved. Trustee Avdis stepped out of the meeting momentarily and was not present for the vote.

C. Authorize General Manager to Execute Master Service Agreement with Kleinfelder Associates for Geotechnical Consulting Services

The existing Kleinfelder agreement predates GM Devereux's hiring and cannot be located through the District or Kleinfelder. GM made a request for a new master services agreement. Current Kleinfelder tasks are identified as consultation and recommendation during flood emergencies; assistance with activities impacting District through excavations and boring/tunneling by utility companies; environmental assessments prior to property purchase; evaluation of waterside erosion at 7907 Garden Highway; coordination with SAFCA on geotechnical investigation and mitigation; and general geotechnical engineering review and evaluation as new issues arise. A motion was made by Trustee Gilbert to approve the Master Services Agreement with Kleinfelder for Geotechnical Consulting Services, seconded by Trustee Smith, by unanimous vote, motion carries.

D. Reports by Scott Brown of Larsen-Wurzel Associates

Scott Brown provided an update on the SCADA project design, Plant 1 Electrical Service, CEQA as lead agency for NMWC's NDC Lift Project and FEMA Hazard Mitigation Program Opportunity.

Mr. Brown reported ATEEM has completed 90% design submittal for the SCADA elements (electrical, instrumentation and control). A review workshop was held on April 27 to confirm scope of improvements, identify outstanding coordination items between ATEEM and Mead & Hunt, prepare complete design package and review existing project schedule and SCADA improvements as well as data sharing with NMWC.

Four options were provided as Plant 1 long-term transformer configuration solutions. Staff will work with the Operations Committee to review all four options. The Operations Committee will make a recommendation to the Board in July when all the options have been fully vetted including costs.

Natomas Mutual Water Company (NMWC) received grant funding from the US Bureau of Reclamation (USBR) and the CA Department of Water Resources (DWR) to construct a new pump station near Pumping Plant 4 to increase tailwater recovery during irrigation. NMWC has asked RD 1000 to be the CEQA lead agency on this project agreeing to reimburse the District for any costs associated with this task. Staff provided an update to inform the Board of upcoming actions that are required as a CEQA lead agency. Scott Brown asked for a sense of the Board to determine interest in moving in the direction as a CEQA lead on this project. The Board confirmed their interest by a nod.

A FEMA Hazard Mitigation Grant Program (HMGP) opportunity has been identified. The District put in three Notice of Interests (NOI's) for parts of its Capital Improvement Program – flood fight stockpile, Plant 8 natural gas conversion, and backup generator. All three projects have been identified as eligible projects. Two NOI's (Plant 8 natural gas conversion and backup generator) have been accepted to place a sub-application and the cost to prepare both applications are estimated to be \$40k. Staff recommends pursuing. Staff also recommended Board approval to obligate \$40k toward the preparation and submittal of HMGP sub-applications for both projects.

If awarded a grant, the cost of developing the sub-application for that project would be reimbursed through the HMGP. No action was taken.

E. Sacramento Local Agency Formation Commission – Selection Procedure for Special District Representation to the Consolidated Redevelopment Oversight Board for Sacramento County

GM Devereux announced Sacramento LAFCO has opened its selection process for the Independent Special District's representative and alternate for the Consolidated Redevelopment Oversight Board in Sacramento County. The Board agreed to pass on this opportunity to participate. There was no Board action.

5. General Manager's Report

A. Regional Flood Control Issues

GM reported the Governor's May Revise is expected on May 11. He made the Board aware SAFCA has been lobbing heavily to have funds allocated for flood control projects from the General Fund. GM talked about the FY 18 Corps of Engineer's Work Plan money; that funds have not been allocated and the deadline is May 23. Funds could be dedicated toward the Natomas Project to finish up work at the Cross Canal. With Plant 4 reconstruction also in need of additional funds, GM is hopeful work plan money will also cover these costs.

B. Flood Season Update

No update as the flood season has ended.

C. Update Corps Design Progress Natomas Levee Project

Trustee Barandas covered NLP in his SAFCA report.

D. FEMA 2017 Disaster Assistance Funding

GM announced the District received reimbursement for nearly \$300k in FEMA 2017 disaster assistance costs. He noted the District still has more disaster related work to complete along the Main Drain.

E. Update on erosion site at 7907 Garden Highway

GM reports there is no further erosion at 7907 Garden Highway. He also shared the state is working to obtain as much information possible concerning the erosion in anticipation of a meeting to determine whether to force the owner to remedy erosion or remove the structure.

F. District FY 2018-2019 Budget process

GM reported it is time to prepare the FY 18-19 Budget. After meeting with the Personnel Operations and Finance Committees, a final budget will be presented to the Board in July. Trustee Harris asked about a truncated GM task list spreadsheet to assist the Board in doing the GM evaluation. GM agreed to prepare one and send out to the Board.

G. Encroachment Permits Endorsed

No permits were endorsed.

H. Panhandle Development levee easement/dedication

GM Devereux noted a letter was sent by the District in conjunction with SAFCA, addressing the need for an additional 100 feet of dedicated right of way adjacent to the existing levee is necessary to ensure future flood improvements can be constructed to meet 200-year flood protection. SAFCA will negotiate with owner to purchase 80 additional feet while the remaining 20 feet will be dedicated to the City/District. Trustee Avdis is concerned with potential attractive nuisance issues of areas that will be held for future flood control. Potential mitigation ideas were discussed. GM Devereux will go back to SAFCA and the City to exchange ideas and develop a potential plan.

I. Floodway camping/homeless coordination with SAFCA

In his SAFCA report, Trustee Barandas provided information about the floodway camping/homeless coordination meeting with SACFA. He made known SAFCA representatives from City of Sacramento engaged SAFCA for assistance with this issue.

6. Public Outreach Report

GM Devereux reported meeting with RE/MAX realtors and discussed with them the levee project, fielded flood insurance questions and timing for certification. GM reiterated to agents that Natomas is in a flood plain. He explained RD 1000's purpose in the basin.

7. District Counsel's Report

Counsel Jim Day provided a verbal report of his activities for the month of April.

8. Superintendent's Report

None

Foreman Tony Del Castillo provided a verbal report of related District activities for the month of April.

9. Correspondence/News/Information

| rione. | |
|--------------------|--|
| 10. Adjourn | |
| | |
| President | |
| | |
| Secretary | |

STAFF SUMMARIES & RECOMMENDATIONS JUNE 8, 2018 AGENDA ITEM 2

SUBJECT: ADMINISTRATIVE ITEMS (Action)

A) Treasurer's Report

The Treasurers' Report for May 2018 is enclosed for your review

B) Expenditure Report

The Expenditure report for the month of May 2018 is enclosed for your review

C) Budget to Actual Comparison

Report covers July 1, 2017 to May 31, 2018

RECOMMENDATION:

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

Treasurer's Report for May 2018

| May 2018 | |
|--|--------------|
| Total Funds | 6,488,222.77 |
| | |
| Bank of the West - Checking | 362,097.30 |
| Bank of the West - Money Market | 218,362.58 |
| Sacramento County Treasurer | 1,134,530.61 |
| State Treasurer - Local Agency Investment Fund | 2,748,204.45 |
| City of Sacramento - Pool A | 2,025,027.83 |

| May 2018 - Operations and Maintenance Cash Flow | | | |
|---|-----------|----------------|----------------|
| Beginning Balance | | | 2,612,538.58 |
| | Income | Expense | |
| Accounts Receivable (see below) | 90,893.44 | | 90,893.44 |
| Accounts Payable* | | (128,261.58) | (128,261.58) |
| Payroll | | (78,542.53) | (78,542.53) |
| Transfer to LAIF | | (1,000,000.00) | (1,000,000.00) |
| | | | |
| Ending Balance | | | 1,496,627.91 |

^{*}See Attached Check Register

Accounts receivable income is made up of the following

| Amounts received from DWR for Metro Airpark pumping | 24,580.70 |
|---|-----------|
| Amounts receivedfrom FEMA | 64,815.00 |
| Reimbursement from the City of Sacramento Utilities | 154.61 |
| Reimbursement from OSE Properties, N. Precinct | 1,343.13 |
| | |
| Total | 90,893.44 |

Reclamation District No. 1000 Transactions by Account

As of May 29, 2018

| Туре | Date | Num | Name | Memo | Debit | Credit | Balance |
|-----------------------|---------------|-------|---|--|-----------|--------------|--------------------------|
| Cash and Investments | | | | | | | 1,478,007.97 |
| 1010.00 · Bank of the | West Checking | Acct | | | | | 1,478,007.97 |
| General Journal | 05/02/2018 | | | 5/2/18 payroll | | 25,999.22 | 1,452,008.75 |
| General Journal | 05/02/2018 | | | 5/2/18 payroll | | 12,759.38 | 1,439,249.37 |
| General Journal | 05/02/2018 | | | 5/2/18 payroll | | 93.60 | 1,439,155.77 |
| General Journal | 05/02/2018 | | | 5/2/18 payroll, #10017 | | 207.79 | 1,438,947.98 |
| General Journal | 05/02/2018 | | | 5/2/18 payroll, #10018 | | 207.79 | 1,438,740.19 |
| General Journal | 05/02/2018 | | | 5/2/18 payroll, Blickle | | 60.00 | 1,438,680.19 |
| Check | 05/02/2018 | EFT | Bank of the West | | | 35.00 | 1,438,645.19 |
| Transfer | 05/02/2018 | | | Funds Transfer | | 1,000,000.00 | 438,645.19 |
| Bill Pmt -Check | 05/03/2018 | 33600 | Holt of California | | | 535.16 | 438,110.03 |
| Bill Pmt -Check | 05/03/2018 | 33601 | Donald Caldwell | | | 150.00 | 437,960.03 |
| Bill Pmt -Check | 05/03/2018 | 33602 | Del Paso Pipe & Steel | | | 348.47 | 437,611.56 |
| Bill Pmt -Check | 05/03/2018 | 33603 | Smile Business Products | | | 201.63 | 437,409.93 |
| Bill Pmt -Check | 05/03/2018 | 33605 | Christina Forehand | | | 144.90 | 437,265.03 |
| Bill Pmt -Check | 05/03/2018 | 33606 | Brookman Protection Services, Inc. | | | 8.100.00 | 429,165,03 |
| Bill Pmt -Check | 05/03/2018 | 33607 | Steve Yaeger Consulting | | | 3,552.25 | 425,612.78 |
| Bill Pmt -Check | 05/03/2018 | 33608 | Neofunds by Neopost | | | 78.63 | 425.534.15 |
| Bill Pmt -Check | 05/03/2018 | 33609 | Green Light Termite and Pest | | | 75.00 | 425,459.15 |
| Bill Pmt -Check | 05/03/2018 | 33610 | DP Land | | | 994.80 | 424.464.35 |
| Bill Pmt -Check | 05/03/2018 | 33604 | Boutin Jones. Inc. | | | 1,587.50 | 422.876.85 |
| Check | 05/03/2018 | EFT | Bank of the West | | | 35.00 | 422.841.85 |
| Bill Pmt -Check | 05/04/2018 | EFT | PG&E | | | 42.65 | 422,799.20 |
| Bill Pmt -Check | 05/07/2018 | EFT | Waste Management of Sacramento | | | 415.34 | 422,799.20 |
| Bill Pmt -Check | 05/07/2018 | EFT | Napa Auto Parts | | | 451.49 | 422,363.66 421,932.37 |
| | | | | | | | , |
| Bill Pmt -Check | 05/07/2018 | EFT | Comcast | | | 126.13 | 421,806.24 |
| Bill Pmt -Check | 05/07/2018 | EFT | City of Sacramento | | | 4.38 | 421,801.86 |
| Bill Pmt -Check | 05/07/2018 | EFT | Alhambra & Sierra Springs | A | 04 500 70 | 21.95 | 421,779.91 |
| General Journal | 05/07/2018 | | | Amounts received from DWR for pumping Metro Airp | 24,580.70 | | 446,360.61 |
| Payment | 05/07/2018 | | June 30, 2017 customers | | 51,852.00 | | 498,212.61 |
| Payment | 05/07/2018 | | June 30, 2017 customers | | 12,963.00 | | 511,175.61 |
| Bill Pmt -Check | 05/08/2018 | 33611 | Viking Shred | | | 197.38 | 510,978.23 |
| Bill Pmt -Check | 05/09/2018 | 33627 | Tico's Cleaning Service, Inc. | | | 260.00 | 510,718.23 |
| Bill Pmt -Check | 05/09/2018 | 33623 | A T.E.E.M. Electrical Engineering, Inc. | | | 24,250.00 | 486,468.23 |
| Bill Pmt -Check | 05/09/2018 | 33612 | AT&T | | | 259.94 | 486,208.29 |
| Bill Pmt -Check | 05/09/2018 | 33613 | Valley Truck & Tractor Company | | | 1,045.82 | 485,162.47 |
| Bill Pmt -Check | 05/09/2018 | 33614 | Yolo County Public Works | | | 138.24 | 485,024.23 |
| Bill Pmt -Check | 05/09/2018 | 33615 | Sacramento County Utilities | | | 223.40 | 484,800.83 |
| Bill Pmt -Check | 05/09/2018 | 33616 | Tractor Supply Credit Plan | | | 298.76 | 484,502.07 |
| Bill Pmt -Check | 05/09/2018 | 33617 | Interstate Oil Company | | | 2,980.06 | 481,522.01 |
| Bill Pmt -Check | 05/09/2018 | 33618 | Agriform | | | 555.00 | 480,967.01 |
| Bill Pmt -Check | 05/09/2018 | 33619 | Core Logic Information Solutions, Inc. | | | 250.00 | 480,717.01 |
| Check | 05/09/2018 | 33620 | ACWA JPIA | | | 1,327.75 | 479,389.26 |
| Bill Pmt -Check | 05/09/2018 | 33621 | SGS Colusa | | | 136.00 | 479,253.26 |
| Bill Pmt -Check | 05/09/2018 | 33622 | Carson Landscape Industries | | | 615.00 | 478,638.26 |
| Bill Pmt -Check | 05/09/2018 | 33624 | Great America Financial Services | | | 279.69 | 478,358.57 |
| Bill Pmt -Check | 05/09/2018 | 33625 | Unico Engineering, Inc. | | | 6,874.84 | 471,483.73 |
| Bill Pmt -Check | 05/09/2018 | 33626 | Terrapin Technology Group | | | 393.29 | 471,090.44 |
| General Journal | 05/14/2018 | | · | Refund from the City of Sacramento | 154.61 | | 471,245.05 |
| Bill Pmt -Check | 05/15/2018 | 33628 | Day Carter & Murphy LLP | | | 6,507.50 | 464,737.55 |
| Bill Pmt -Check | 05/15/2018 | 33629 | SGS Colusa | | | 6,271.83 | 458,465.72 |
| Bill Pmt -Check | 05/15/2018 | 33630 | Streamline | | | 200.00 | 458,265.72 |
| Bill Pmt -Check | 05/15/2018 | 33631 | Chavez, Silva & Company | | | 1,232.50 | 457,033.22 |
| Bill Pmt -Check | 05/15/2018 | 33632 | Replicon | | | 3,870.00 | 453,163.22 |
| Bill Pmt -Check | 05/15/2018 | 33633 | On Line Bindery, Inc. | | | 155.31 | 453,007.91 |
| Bill Pmt -Check | 05/15/2018 | EFT | PG&E | | | 242.59 | 452,765.32 |
| Siii i iiit -Ollook | 30/10/2010 | | . 502 | | | 272.00 | 702,700.02 |

Reclamation District No. 1000 Transactions by Account

As of May 29, 2018

| Туре | Date | Num | Name | Memo | Debit | Credit | Balance |
|-----------------------|-------------------|-----------|------------------------------------|--|-----------|--------------|------------|
| General Journal | 05/15/2018 | | | Reimbursement from OSE Properties, N. Precinct | 1,343.13 | | 454,108.45 |
| Check | 05/16/2018 | EFT | Cal Pers | • | | 1,000.00 | 453,108.45 |
| Check | 05/16/2018 | EFT | Cal Pers | | | 6,913.67 | 446,194.78 |
| Check | 05/16/2018 | EFT | Cal Pers | | | 1,665.64 | 444,529.14 |
| Check | 05/16/2018 | EFT | Cal Pers | | | 1,565.39 | 442,963.75 |
| Check | 05/16/2018 | EFT | Cal Pers | | | 969.68 | 441,994.07 |
| Check | 05/16/2018 | EFT | Cal Pers | | | 13,297.35 | 428,696.72 |
| General Journal | 05/17/2018 | | | 5/17/18 payroll | | 26,185.94 | 402,510.78 |
| General Journal | 05/17/2018 | | | 5/17/18 payroll | | 12,948.56 | 389,562.22 |
| General Journal | 05/17/2018 | | | 5/17/18 payroll | | 80.25 | 389,481.97 |
| Bill Pmt -Check | 05/22/2018 | EFT | PG&E | | | 21.11 | 389,460.86 |
| Bill Pmt -Check | 05/23/2018 | EFT | Verizon | | | 322.59 | 389,138.27 |
| Bill Pmt -Check | 05/23/2018 | EFT | The Home Depot | | | 228.50 | 388,909.77 |
| Bill Pmt -Check | 05/23/2018 | 33634 | Glenn Thornton Plumbing, Inc. | | | 162.00 | 388,747.77 |
| Bill Pmt -Check | 05/23/2018 | 33635 | Mead & Hunt | | | 10,808.39 | 377,939.38 |
| Bill Pmt -Check | 05/23/2018 | 33636 | Blankinship & Associates, Inc. | | | 2,000.00 | 375,939.38 |
| Bill Pmt -Check | 05/23/2018 | 33638 | Total Compensation Systems, Inc. | | | 490.00 | 375,449.38 |
| Bill Pmt -Check | 05/23/2018 | 33639 | Brookman Protection Services, Inc. | | | 3,300.00 | 372,149.38 |
| Bill Pmt -Check | 05/23/2018 | 33640 | Montage Enterprises | | | 572.88 | 371,576.50 |
| Bill Pmt -Check | 05/23/2018 | 33641 | Larsen Wurzel & Associates | | | 3,196.97 | 368,379.53 |
| Bill Pmt -Check | 05/23/2018 | 33642 | Neofunds by Neopost | | | 140.41 | 368,239.12 |
| Bill Pmt -Check | 05/23/2018 | 33643 | 95814 Digital | | | 2,319.69 | 365,919.43 |
| Bill Pmt -Check | 05/23/2018 | 33644 | H.T. Harvey & Associates | | | 2,232.50 | 363,686.93 |
| Bill Pmt -Check | 05/23/2018 | 33637 | Paul Devereux | | | 133.62 | 363,553.31 |
| Bill Pmt -Check | 05/24/2018 | 33645 | Terrapin Technology Group | | | 1,456.01 | 362,097.30 |
| Total 1010.00 · Bank | of the West Check | king Acct | | | 90,893.44 | 1,206,804.11 | 362,097.30 |
| otal Cash and Investm | ents | | | | 90,893.44 | 1,206,804.11 | 362,097.30 |
| L | | | | | 90,893.44 | 1,206,804.11 | 362,097.30 |

| | Year to Date July 1, 2017 to May 31, 2018 | Budget | Percent of Budget |
|--|---|--|--|
| Operation & Maintenance Income | 10 may 01, 2010 | <u> </u> | <u> </u> |
| Property Assessments Rents Interest Income Finance Charges/Penalty CERBT Reimbursement SAFCA - O/M Assessment Miscellaneous FEMA/OES Disaster Reimbursement | 1,287,626 19,871 59,432 - - - 1,372 133,533 | 2,248,421 20,000 13,000 200 - 1,300,000 5,000 | 57.27% 99.36% 457.17% 0.00% Not Budgeted 0.00% 27.44% Not Budgeted |
| Total | 1,501,834 | 3,586,621 | 41.87% |
| Restricted Fund | | | |
| Metro Airpark Groundwater Pumping | 24,581 | 20,000 | 122.91% |
| Total Combined Income | 1,526,415 | 3,606,621 | 42.32% |
| Operations and Maintenance - Expense | | | |
| Administration | | | |
| Election Cost City/County Fees Legal Liability/Auto Insurance Office Supplies Assessment Costs Computer Costs Uninsured Losses Accounting/Payroll Services Admin. Services Utilities (Phone/Water/Sewer) Mit. Land Expenses Other SAFCA (CAD) New Office Furniture | 46,602 11,543 96,640 106,983 5,560 23,157 15,615 40,632 30,246 17,720 106 10,211 6,359 3,331 | 50,000 10,000 85,000 110,000 5,500 30,000 10,000 36,000 26,000 23,500 3,000 10,000 3,600 | 93.20% 115.43% 113.69% 97.26% 101.09% 77.19% 156.15% 0.00% 112.87% 116.33% 75.40% 3.53% 102.11% 176.64% Not Budgeted |
| Sub Total | 414,705 | 403,600 | 102.75% |
| Personnel/Labor Wages Group Insurance Worker's Compensation Insurance Annuitant Health Care OPEB - ARC Dental/Vision/Life Payroll Taxes Pension Trustee Fees Sub Total Operations | 841,785 111,130 27,152 59,354 - 19,057 65,925 144,246 29,925 | 987,688 118,305 46,000 - 38,785 26,000 76,580 156,044 39,000 | 85.23% 93.94% 59.03% Not Budgeted 0.00% 73.30% 86.09% 92.44% 76.73% |
| Power Supplies/Materials | 368,976 16,529 | 500,000 22,000 | 73.80% 75.13% |
| | | | |

| Herbicide | 60,967 | 135,000 | 45.16% |
|----------------------------------|---------------|-----------|--------------|
| Fuel | 44,373 | 55,000 | 80.68% |
| Field Services | 167,963 | 96,500 | 174.05% |
| Field Operations Consultants | 18,364 | 20,000 | 91.82% |
| Equipment Rental | 2,519 | 10,000 | 25.19% |
| Refuse Collection | 12,326 | 10,000 | 123.26% |
| Equipment Repair/Service | 6,976 | 22,000 | 31.71% |
| | 60,893 | 55,000 | 110.71% |
| Equipment Parts/Supplies | | | |
| Facility Repairs | 78,348 194 | 250,500 | 31.28% |
| Shop Equipment (not vehicles) | | 13,000 | 1.49% |
| Field Equipment | 315 | 11,000 | 2.86% |
| Misc/Other 2 | 3,343 | <u>-</u> | Not Budgeted |
| Sub Total | 842,086 | 1,200,000 | 70.17% |
| Equipment | | | |
| Small Equipment/Software | 5,500 | 12,500 | 44.00% |
| Service Truck Replacement | 44,193 | - | Not Budgeted |
| Large Equipment | 203,941 | 209,000 | 97.58% |
| Construction in Progress SCADA | 49,430 | 203,000 | Not Budgeted |
| Construction in Progress SCADA | 49,430 | | Not Budgeted |
| Sub Total | 303,064 | 221,500 | 136.82% |
| Consulting/Contracts/Memberships | | | |
| Public Relations | 23,900 | 35,000 | 68.29% |
| Engineering/Admin Consultants | 222,759 | 150,000 | 148.51% |
| Memberships | 21,487 | 35,000 | 61.39% |
| Security Patrol | 49,500 | 83,000 | 59.64% |
| Contingency Levee Patrol | -3,500 | 5,000 | 0.00% |
| Contingency Levee 1 attor | | | 0.0070 |
| Sub Total | 317,646 | 308,000 | 103.13% |
| Total O & M Expenses | 3,176,075 | 3,621,502 | 87.70% |
| Capital Expenses | | | |
| Oapitai Expelises | | | |
| Capital Facilities | 112,525 | 300,000 | 37.51% |
| Total All Expenditures | 3,288,600 | 3,921,502 | 83.86% |
| | | | |

Note: Included in Capital Facilities is the security fencing for plant 1 of \$53,775, asphalt for \$23,600, and the new shop well for \$35,150.

STAFF SUMMARIES & RECOMMENDATIONS JUNE 8, 2018 AGENDA ITEM 3

SUBJECT: Committee Reports (Information)

- A. SAFCA Representatives verbal report
- B. Operations Committee (5/25/18)
- C. Executive Committee (6/1/18)

Operation Committee Meeting Minutes

May 25, 2018

The Operations Committee met to discuss the proposed FY 2018-19 Budget. In attendance at this meeting were: Tom Barandas, Chair, Committee Members David Christophel and Jeff Smith, General Manager Paul Devereux, and Superintendent Don Caldwell. GM Devereux and Superintendent Caldwell reviewed the proposed operation items in the proposed budget including facility repair items. Trustee Christophel requested we look at all options to address the on-going canal erosion problems. The Committee also suggested we track our costs associated with the homeless/camping issue.

The Committee then reviewed the proposed capital equipment purchase which includes a Bobcat and new spray truck. The spray truck is aged out due to new air quality regulations. The bobcat is a multi-use equipment that will help with thick vegetation control and with cleaning up debris and trash from homeless camps in a safe manner. It can also cut vegetation on steep levee slopes safely.

Finally the Committee reviewed the proposed Capital Improvements which include the SCADA project, potential FEMA grant opportunities and some improvements to the District office. GM Devereux noted the capital projects will be funded from our reserves and not our O&M budget. This will result in a budget with our expenditures exceeding our revenues. After discussion, the Committee supported the staff recommendation including showing the use of Capital reserves to fund the projects.

Being no further business to discuss, the meeting was adjourned.

Executive Committee Minutes

June 1, 2018

In attendance were Trustee Tom Barandas, and GM Devereux; Trustee Smith participated by phone

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

GM Devereux reviewed the draft agenda for the June Board meeting. He will request a briefing by Natomas Basin Conservancy Executive Officer John Roberts at a future meeting. The budget process and schedule was discussed.

The Committee then reviewed the results of the GM Evaluation that had been sent out to the Executive Committee members by Trustee Harris. The Committee noted some of the comments by Trustees which will be reviewed in detail as a closed session item at the Board meeting.

There being no further business, the meeting was adjourned.

STAFF SUMMARIES & RECOMMENDATIONS JUNE 8, 2018 AGENDA ITEM 4A

SUBJECT: Preliminary budget FY 18-19 (Information)

STAFF SUMMARIES & RECOMMENDATIONS JUNE 8, 2018 AGENDA ITEM 4B

<u>SUBJECT:</u> Approve Purchase and sale Agreement – APN 035-080-015 (Sutter County) Pleasant Grove Creek Canal East Levee (Action)

STAFF SUMMARIES & RECOMMENDATIONS JUNE 8, 2018 AGENDA ITEM 4B

<u>SUBJECT:</u> Approve Purchase and sale Agreement – APN 035-080-015 (Sutter County) Pleasant Grove Creek Canal East Levee (Action)

<u>Item No. 4B</u> <u>Real Property Purchase and Sale Agreement and Grant Deed for APN 035-080-015</u> (Sutter County)

Summary and Recommendation

Staff recommends the Board authorize the General Manager to execute the attached Real Property Purchase and Sale Agreement and Grant Deed for purchase of the Sutter County parcel (APN 035-080-015) south of Howsley Road encumbered by the existing Pleasant Grove Creek Canal (PGCC) east levee operated and maintained by the District.

Background

The subject Parcel is located in Sutter County south of Howsley Road and is encumbered by the existing east levee of the Pleasant Grove Creek Canal operated and maintained by the District. It is 100 feet in width by approximately 6300 feet in length (14.54 acres)

The property was originally purchased by the Sacramento Northern RR in 1906 (prior to District) who operated until the 1960's when the rights were sold to Western Pacific RR, then to PG&E in 1973 (currently has PG&E power poles along alignment)

The District has operated and maintained the levee and canal through a prescriptive right, but staff recommends the District perfect its rights by acquiring the fee title. The current owners are willing sellers and have agreed to a \$500 sales price.

As part of our due diligence, the staff had Kleinfelder conduct a Phase 1 Environmental Assessment of the site. Their report does not identify any significant environmental hazards except noting the property was used as an active rail line for a number of years. However, their record search and site visit did not identify any hazardous conditions associated with these operations.

Based on their findings and the lack of existing District definitive rights over this property, staff recommends the District purchase fee title from the current willing sellers. The attached Real Property Purchase and Sales Agreement and Grant Deed was prepared by the District's Counsel and has been agreed to by the sellers.

REAL PROPERTY PURCHASE AND SALE AGREEMENT

TERMS AND CONDITIONS

- 1. NO ESCROW CLOSE. Within 10 business days following mutual execution of this AGREEMENT, SELLER shall execute, acknowledge and conditionally deliver to James M. Day, Jr. of Day Carter & Murphy LLP ("DCM") at 3620 American River Drive, Suite 205, Sacramento, CA 95864, a Grant Deed to the PROPERTY, in the form attached hereto and incorporated herein as Exhibit "B", with delivery of such Grant Deed by DCM to BUYER conditioned upon BUYER delivering to SELLER a cashier's check in the amount of the Purchase Price of Five Hundred Dollars (\$500.00). Within 60 business days following mutual execution of the AGREEMENT (the "Closing Date"), subject to satisfaction or waiver of the conditions precedent set forth in Section 3, below, BUYER shall deliver such cashier's check to SELLER, notifying DCM in writing of such delivery, whereupon DCM shall deliver the Grant Deed to BUYER for recording. Should SELLER terminate this Agreement as hereafter allowed or should BUYER fail to pay the Purchase Price to SELLER by the Closing Date, DCM shall return the Grant Deed to SELLER.
- 2. <u>REPRESENTATIONS</u>, <u>WARRANTIES AND COVENANTS OF SELLER</u>. SELLER represents, warrants and covenants to BUYER that, to the best of SELLER's knowledge and belief, the following shall be true as of the Closing Date:
 - A. SELLER has not received notice of any material violation of any federal, state, county or other governmental or quasi-government statute, ordinance, regulation or administrative or judicial order with respect to the PROPERTY.
 - B. There is no action, suit or proceeding which is pending or threatened against the PROPERTY or any portion thereof relating to or arising out of the ownership or use of the PROPERTY, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency or other governmental instrumentality.
 - C. Except for such matters of record as are disclosed in that certain preliminary title report issued by Placer Title Company under Order No. P-241914 dated November 4, 2017, but not excepting the Deed of Trust referenced in exception 10 of the title report which SELLER shall cause to be reconveyed and not excepting any delinquent real property taxes or assessments plus penalty and interest, which shall be paid by SELLER prior to the Closing Date, (i) there are no leases, licenses,

prescriptive easements or other third party rights to use or occupy any portion of the PROPERTY; (ii) there are no adverse parties in possession of any portion of the PROPERTY; and (iii) there are no rights to purchase the PROPERTY or any portion thereof prior to those set forth herein which are held or claimed by any third party; or if there are any of the foregoing interests, rights or claims, SELLER has disclosed any and all of them, and shall provide to BUYER copies of any written agreements and other documents evidencing such matters.

- D. As of the Closing Date, there will be no unpaid bills or claims in connection with any work on the PROPERTY.
- E. To the best of SELLER's knowledge, there have been and are no storage tanks or septic tanks upon or under the PROPERTY, or, if there have been or are any such tanks located upon or under the PROPERTY, they have been disclosed to BUYER, they have been properly registered with all appropriate environmental authorities, they are in full compliance with all applicable statutes, ordinances and regulations, and they have not resulted in the release of any hazardous or toxic substance, material or waste to the environment.
- F. To the best of SELLER's knowledge, the PROPERTY is not now, nor has it ever been used for the manufacture, use, storage or disposal of any hazardous or toxic substance, material or waste within the meaning of any applicable environmental statute, ordinance or regulation. To the best of SELLER's knowledge, no hazardous or toxic substance, material or waste including, without limitation, asbestos or material containing or producing polychlorinated biphenyl ("PCBs"), is currently stored or located on the PROPERTY.
- G. During the period of SELLER's ownership of the PROPERTY, there has been no litigation or governmental administrative action or proceeding maintained or threatened against SELLER, or any seller, nor any settlements reached by SELLER or any seller with any party or parties, alleging the presence, disposal, release or threatened release of any hazardous waste or hazardous substance on, from or under the PROPERTY. The PROPERTY is not subject to any "Superfund" or similar lien, or any claim by any government regulatory agency or third party related to the release or threatened release of any toxic or hazardous substance, material or waste.
- H. Notwithstanding anything in this AGREEMENT to the contrary, in the event that either party becomes aware, between the date of this AGREEMENT and the Closing Date, of any substantive matter which would make any of SELLER's representations or warranties untrue in any material respects, the discovering party shall immediately inform the other party in writing of such matter and BUYER shall have the right, within 15 days following its discovery of such matter or its receipt of notice from SELLER of such matter, as appropriate, (i) to proceed to close this transaction with a mutually-acceptable indemnity from SELLER as to any liability arising out of the matter discovered, or (ii) to treat such matter as a failure of a condition and terminate this AGREEMENT or (iii) to negotiate a suitable adjustment in the PURCHASE PRICE.

3. CONDITIONS PRECEDENT.

- A. To BUYER's Obligation. The following shall be conditions precedent to BUYER's obligation to acquire the PROPERTY at Close of Escrow:
 - (1) SELLER's compliance with each of SELLER's agreements herein, and the accuracy in all material respects of each of SELLER's representations and warranties as of the Closing Date.
 - (2) No administrative or judicial proceeding shall have commenced as of the Closing Date seeking to prevent or restrain the consummation of the transaction contemplated by this AGREEMENT or which would materially and adversely affect the PROPERTY or its use.
 - (3) BUYER's examination and acceptance of the environmental condition of the PROPERTY.
- B. To SELLER's Obligation. The following shall be conditions precedent to SELLER's obligation to convey the PROPERTY at Close of Escrow:
 - (1) BUYER's compliance with each of its agreements herein.
- 4. <u>RISK OF LOSS</u>. In the event that any loss or damage to the PROPERTY occurs prior to Close of Escrow, BUYER may, without liability, terminate this agreement or it alternatively may elect to accept the conveyance of the PROPERTY or a portion thereof, in which case there shall be an equitable adjustment of the PURCHASE PRICE based on the change in circumstance.
- 5. ENVIRONMENTAL INSPECTION; SELLER'S COOPERATION. During the period of time after execution of this AGREREMENT and prior to the Close of Escrow, BUYER its employees, agents and contractors shall have the right to enter upon the PROPERTY at reasonable times to perform such inspection of its physical and environmental condition (which may include, but shall not be limited to, obtaining soil and water samples on and beneath the surface of the PROPERTY, and conducting analyses of such samples) as it deems necessary, and for any other reasonable purpose related to this transaction.
- 6. <u>BROKERS</u>. SELLER represents and warrants to BUYER that it is not represented by any real estate broker, salesperson, finder or other person whatsoever with respect to this AGREEMENT, and agrees to hold BUYER free and harmless from and to indemnify BUYER against, any claim for a real estate commission or finder's fee of any nature.
- 7. <u>BINDING</u>. The terms and conditions of this AGREEMENT shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

- 8. <u>MISCELLANEOUS</u>. If any provision of this AGREEMENT is held invalid, the other provisions shall not be affected thereby. This AGREEMENT represents the entire agreements of the parties concerning the matters hereof and may not be amended except in writing signed by each party hereto. This AGREEMENT may be executed in counterparts, which counterparts, after execution by all parties hereto, shall together constitute the AGREEMENT. Each party to this AGREEMENT warrants to the other that it is duly organized and existing and each signatory hereto represents to the other party that it has full right and authority to enter into and consummate this AGREEMENT and all related documents. Except as otherwise expressly provided herein, the obligations, covenants, representations, warranties, and remedies set forth in this AGREEMENT shall not merge with Close of Escrow but shall remain in effect until fulfilled and shall survive Close of Escrow. This AGREEMENT shall be governed by the laws of the State of California.
- 9. <u>CONSTRUCTION AND INTERPRETATION</u>. It is agreed and acknowledged by the parties hereto that the provisions of this AGREEMENT have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this AGREEMENT and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and year first above written.

| SELLER: | BUYER: |
|---|---|
| Peter A. Pavey and Anthony L. Miller, Co-Trustees of the Pavey-Miller Revocable Trust of 2011 | Reclamation District No. 1000 |
| By: Peter A. Pavey, Co-Trustee | By: Paul Devereux General Manager |
| and:Anthony L. Miller. Co-Trustee | |

EXHIBIT "A"

Legal Description of Property

The land described herein is situated in the State of California, County of Sutter, unincorporated area, described as follows:

A strip of land in Sutter County 100 feet in width lying 50 feet on each side of a centerline described as follows:

Beginning at a point on the South line of the County Road which runs between Sections 3 and 10, Township 11 North, Range 4 East, M.D.M., in the County of Sutter, and 40 feet East along said road from the line between Sections 9 and 10, said point being at Engineer Station L-1236+35 of the Northern Pacific Company's Survey; thence South 24° 10' East 6376 feet to a point on the line running North and South through the center of Section 15 and 576 feet South along said line from the South side of the county road which runs between Sections 10 and 15, said point being at Engineer Station L-1300+11. EXCEPTING a strip of land 100 feet in width across the said county road which runs between Sections 10 and 15.

APN: 35-080-015

EXHIBIT "B"

Grant Deed

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

NAME Reclamation District No. 100

Attn: Paul Devereux, General Manager

MAILING ADDRESS 1633 Garden Highway

CITY, STATE ZIP CODE Sacramento, CA 95833

Political Subdivision Exempt from Recording Fee (Government Code Section 27383) and Exempt from Documentary Transfer Tax (Revenue and Taxation Code Section 11922)

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Peter A. Pavey and Anthony L. Miller, Co-Trustees of the Pavey-Miller Revocable Trust of 2011 hereby grant to Reclamation District No. 1000, a political subdivision formed as a special district by Special Act of the California Legislature, all that certain real property located in the unincorporated area of the County of Sutter, State of California, described as set forth on Exhibit "A" attached hereto.

IN WITNESS WHEREOF, Peter A. Pavey and Anthony L. Miller, Co-Trustees of the Pavey-Miller Revocable Trust of 2011 have caused this Grant Deed to be executed as of the date set forth below the signature line.

Peter A. Pavey and Anthony L. Miller, Co-Trustees of the Pavey-Miller Revocable Trust of 2011

| By: |
|-------------------------------|
| Peter A. Pavey, Co-Trustee |
| |
| And: |
| Anthony L. Miller, Co-Trustee |
| |
| |
| Date: |

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California | |
|--|---|
| County of |) |
| | |
| | |
| On be | efore me, |
| | (insert name and title of the |
| officer) | • |
| personally appeared | |
| whose name(s) is/are subscribed me that he/she/they executed the | f satisfactory evidence to be the person(s) to the within instrument and acknowledged to same in his/her/their authorized capacity(ies), (s) on the instrument the person(s), or the entity acted, executed the instrument. |
| I certify under PENALTY OF PER that the foregoing paragraph is tru | JURY under the laws of the State of California e and correct. |
| WITNESS my hand and official se | al. |
| Signature | (Seal) |

{00900363}

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California | |
|--|---|
| County of) | |
| On before me, | |
| | |
| officer) (i | insert name and title of the |
| personally appeared | |
| whose name(s) is/are subscribed to the within ins me that he/she/they executed the same in his/her and that by his/her/their signature(s) on the instru upon behalf of which the person(s) acted, execute | strument and acknowledged to '/their authorized capacity(ies), iment the person(s), or the entity |
| I certify under PENALTY OF PERJURY under the that the foregoing paragraph is true and correct. | e laws of the State of California |
| WITNESS my hand and official seal. | |
| Signature | (Seal) |

EXHIBIT "A"

The land described herein is situated in the State of California, County of Sutter, unincorporated area, described as follows:

A strip of land in Sutter County 100 feet in width lying 50 feet on each side of a centerline described as follows:

Beginning at a point on the South line of the County Road which runs between Sections 3 and 10, Township 11 North, Range 4 East, M.D.M., in the County of Sutter, and 40 feet East along said road from the line between Sections 9 and 10, said point being at Engineer Station L-1236+35 of the Northern Pacific Company's Survey; thence South 24° 10' East 6376 feet to a point on the line running North and South through the center of Section 15 and 576 feet South along said line from the South side of the county road which runs between Sections 10 and 15, said point being at Engineer Station L-1300+11. EXCEPTING a strip of land 100 feet in width across the said county road which runs between Sections 10 and 15.

APN: 35-080-015

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

NAME Reclamation District No. 100

Attn: Paul Devereux, General Manager

MAILING ADDRESS 1633 Garden Highway

CITY, STATE Sacramento, CA 95833

Political Subdivision Exempt from Recording Fee (Government Code Section 27383) and Exempt from Documentary Transfer Tax

(Revenue and Taxation Code Section 11922)

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Peter A. Pavey and Anthony L. Miller, Co-Trustees of the Pavey-Miller Revocable Trust of 2011 hereby grant to Reclamation District No. 1000, a political subdivision formed as a special district by Special Act of the California Legislature, all that certain real property located in the unincorporated area of the County of Sutter, State of California, described as set forth on Exhibit "A" attached hereto.

IN WITNESS WHEREOF, Peter A. Pavey and Anthony L. Miller, Co-Trustees of the Pavey-Miller Revocable Trust of 2011 have caused this Grant Deed to be executed as of the date set forth below the signature line.

Peter A. Pavey and Anthony L. Miller, Co-Trustees of the Pavey-Miller Revocable Trust of 2011

| By: | |
|-------------------------------|--|
| Peter A. Pavey, Co-Trustee | |
| and: | |
| Anthony L. Miller, Co-Trustee | |
| Date: | |

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California | | | | |
|--|----------------|-------------------------|--------------|--|
| County of |) | | | |
| On | _ before me,(i | nsert name and title of | the officer) | |
| personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. | | | | |
| I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. | | | | |
| WITNESS my hand and officia | l seal. | | | |
| Signature | | (Seal) | | |

{01044564}

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California | | | | |
|--|---------------------------------------|---|--|--|
| County of | | _) | | |
| On | _ before me, | (insert name and title of the officer) | | |
| | | (insert fiame and title of the officer) | | |
| subscribed to the within instru in his/her/their authorized capa | ment and acknowl acity(ies), and that | evidence to be the person(s) whose name(s) is/are vledged to me that he/she/they executed the same at by his/her/their signature(s) on the instrument h the person(s) acted, executed the instrument. | | |
| I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. | | | | |
| WITNESS my hand and officia | al seal. | | | |
| Signature | | _ (Seal) | | |

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EXHIBIT "A"

The land described herein is situated in the State of California, County of Sutter, unincorporated area, described as follows:

A strip of land in Sutter County 100 feet in width lying 50 feet on each side of a centerline described as follows:

Beginning at a point on the South line of the County Road which runs between Sections 3 and 10, Township 11 North, Range 4 East, M.D.M., in the County of Sutter, and 40 feet East along said road from the line between Sections 9 and 10, said point being at Engineer Station L-1236+35 of the Northern Pacific Company's Survey; thence South 24° 10' East 6376 feet to a point on the line running North and South through the center of Section 15 and 576 feet South along said line from the South side of the county road which runs between Sections 10 and 15, said point being at Engineer Station L-1300+11. EXCEPTING a strip of land 100 feet in width across the said county road which runs between Sections 10 and 15.

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APN: 35-080-015

STAFF SUMMARIES & RECOMMENDATIONS JUNE 8, 2018 AGENDA ITEM 4C

SUBJECT: Mead and Hunt General Engineering Services Contract -- Approval of Task Orders (Action)

<u>Item No.4C</u> General Engineering Services—Mead and Hunt

Summary and Recommendation

The District has a General Engineering Services Agreement (GSA) with Mead and Hunt for its general consulting engineering services. Staff is recommending the Board authorize the General Manager to add/modify the attached Task Orders to the GSA at a not to exceed cost of \$105,000 of which \$55,000 are reimbursable.

Background

Mead and Hunt (and their prior entity Ensign and Buckley) have been providing general engineering consulting services to the District for over 25 years. In 2017, the District renewed the GSA to continue supporting staff and the Board by providing these services. They are proposing to modify or add the following task orders to continue to provide these services to the District under the GSA.

- General Engineering Services—Additional \$50,000 for work on a time and materials basis. Tasks include assisting with O&M questions, maintaining and accessing District construction documents, responding to technical inquiries, interior drainage model maintenance, review minor encroachment permit issues, coordinating with outside agencies on Natomas Levee Project and other general engineering items.
- Design Services for Main Drain Canal---\$35,000 to continue design services to repair damage from the 2017 emergency disaster events. District anticipates reimbursement from FEMA and Cal OES under the approved disaster assistance grant.
- Review Development Plans--\$10,000 each to review development plans for the Greenbriar and Cove (Beazer) projects in the City of Sacramento. These costs are reimbursed by the developer.

TASK ORDER No. 1.0.01 DISTRICT GENERAL ENGINEERING SERVICES

Contract amendment is pursuant to the Professional Services Agreement (AGREEMENT) dated March 31, 2017, between Reclamation District No. 1000 (RD1000), and Mead & Hunt, Inc. (MEAD & HUNT).

Scope of Services:

MEAD & HUNT agrees to furnish RD1000 the following specific services:

Provide professional services as directed by the RD1000 General Manager to support facility maintenance, inspection, funding, upgrades, improvement, modeling, utility coordination, standards development, and mapping activities, as well as assisting with reporting and responding to inquiries from third parties. Services may include design reviews, engineering analysis, technical advice, design plans, cost estimation, inspection, construction supervision, reporting, grant administration, and other activities as requested by RD1000. The scope includes meetings, field visits, production, and other activities directly related to providing the said services.

Deliverables:

Deliverables will vary by services requested by RD1000. The nature of deliverables will be as agreed upon by RD1000 and MEAD & HUNT verbally, or in writing, at the time that the service is requested.

Schedule:

Services are budgeted through the end of 2018.

Compensation:

The amount of this amendment is \$50,000. The work described under the Scope of Services will be performed on a time and expenses not to exceed basis in accordance with the AGREEMENT.

| MEAD & HUNT | RECLAMATION DISTRICT NO. 1000 |
|--------------------|-------------------------------|
| Ву: | By: |
| Rahul Ranade, P.E. | Paul Devereux |
| Vice President | General Manager |
| | |
| DATE: | DATE: |

TASK ORDER No. 1.11 MAIN DRAIN BANK REPAIR ENGINEERING SERVICES

Contract amendment is pursuant to the Professional Services Agreement (AGREEMENT) dated March 31, 2017, between Reclamation District No. 1000 (RD1000), and Mead & Hunt, Inc. (MEAD & HUNT).

Scope of Services:

MEAD & HUNT agrees to furnish RD1000 the following specific services for the design and project management of the Main Drain Bank Failure Repair Project:

Provide professional services as directed by the RD1000 General Manager to develop the project design for a competitively bid project to complete repair work to rebuild several bank failure sites along the west bank of the District's Main Drainage Canal upstream of Pumping Plant 1. Services will include site investigation, engineering analysis, drawing and specification preparation, cost estimation, permitting assistance, grant administration assistance, coordination of work by other RD1000 consultants, and other activities as requested by RD1000. The scope includes meetings, field visits, production, and other activities directly related to providing the said services as well as assisting with reporting and responding to inquiries from third parties.

This task order does not cover bidding and construction assistance which are next phase services

Deliverables:

- 50-percent, 100-percent and Bidding submittals of Plans, Specifications, and Estimates.
- Project Description
- Funding reports, as requested.
- Monthly invoicing with summary of services provided.

Schedule:

Services are budgeted through the end of 2018.

Compensation:

The amount of this amendment is \$35,000. The work described under the Scope of Services will be performed on a time and expenses not to exceed basis in accordance with the AGREEMENT.

| MEAD & HUNT | RECLAMATION DISTRICT NO. 1000 | | |
|--------------------|-------------------------------|--|--|
| Ву: | By: | | |
| Rahul Ranade, P.E. | Paul Devereux | | |
| Vice President | General Manager | | |
| | | | |
| DATE: | DATE: | | |

TASK ORDER No. 3.2 GREENBRIAR DEVELOPMENT REVIEW

Contract amendment is pursuant to the Professional Services Agreement (AGREEMENT) dated March 28, 2017, between Reclamation District No. 1000 (RD1000), and Mead & Hunt, Inc. (MEAD & HUNT).

Scope of Services:

MEAD & HUNT agrees to provide engineering and design services as directed by the RD1000 General Manager to support review of proposed GREENBRIAR PROJECT for potential impacts upon District facilities. These services cover activities reasonably connected with reviewing project design details including reviewing plans and other documents provided by project proponents, attending meetings and field visits, preparing memoranda and reports, and coordinating with RD1000, the project proponent, and stakeholders. This task order does not include any hydraulic modeling.

Deliverables:

Deliverables will include design review comments, technical memorandums, and meeting notes as needed.

Schedule:

Services are budgeted through the end of 2018.

Compensation:

The amount of this amendment is \$10,000. The work described under the Scope of Services will be performed on a time and expenses not to exceed basis in accordance with the AGREEMENT.

| MEAD & HUNT | RECLAMATION DISTRICT NO. 1000 |
|--------------------|-------------------------------|
| Ву: | Ву: |
| Rahul Ranade, P.E. | Paul Devereux |
| Vice President | General Manager |
| | |
| DATE: | DATE: |

TASK ORDER No. 3.3 THE COVE DEVELOPMENT REVIEW

Contract amendment is pursuant to the Professional Services Agreement (AGREEMENT) dated March 28, 2017, between Reclamation District No. 1000 (RD1000), and Mead & Hunt, Inc. (MEAD & HUNT).

Scope of Services:

MEAD & HUNT agrees to provide engineering and design services as directed by the RD1000 General Manager to support review of proposed THE COVE DEVELOPMENT PROJECT for potential impacts upon District facilities. These services cover activities reasonably connected with reviewing project design details including reviewing plans and other documents provided by project proponents, attending meetings and field visits, preparing memoranda and reports, and coordinating with RD1000, the project proponent, and stakeholders.

Deliverables:

Deliverables will include design review comments, technical memorandums, and meeting notes as needed.

Schedule:

Services are budgeted through the end of 2018.

Compensation:

The amount of this amendment is \$10,000. The work described under the Scope of Services will be performed on a time and expenses not to exceed basis in accordance with the AGREEMENT.

| MEAD & HUNT | RECLAMATION DISTRICT NO. 1000 |
|--------------------|-------------------------------|
| Ву: | Ву: |
| Rahul Ranade, P.E. | Paul Devereux |
| Vice President | General Manager |
| | |
| DATE: | DATE: |

SUBJECT: Reports by Scott Brown of Larsen-Wurzel Associates

- a. Status of Supervisory Control and Data Acquisition (SCADA) project
- b. Status of Plant 1 Spare Transformer Decision
- c. District Support for Natomas Mutual Water Acquisition (SCADA) project

Subject: Natomas Pops in the Park Sponsorship (Action)



May 15, 2018

I am excited to continue the wonderful tradition of Natomas Pops in the Park, started 4 years ago after community members asked for an event to celebrate the unity of the Natomas Community. Natomas Pops is not only a community concert, but a fundraiser for neighborhood parks projects and scholarships. To date we have given over \$3,000 back to the South Natomas/Gardenland/Northgate communities.

This year's event will be Saturday, September 15, 2018 from 5:00 p.m. - 8:00 p.m. The band Latin Touch is playing, there will be a beer and wine garden, food vendors, free valet bike parking, and free bounce houses. We expect to have 750-1,000 people in attendance.

Please look over the attached sponsorship information and let us know if you have any questions. You are sure to find a sponsorship level that fits your needs. Thank you for your support of Natomas Pops in the Park.

This event is sponsored by Councilmember Jeff Harris and the City of Sacramento Gifts to Share, Inc., a 501c3 nonprofit organization supporting the City's parks, recreation, cultural, educational, and neighborhood improvement programs and facilities, and those of its partners.

Sincerely,

Jeff Harris

Councilmember, District 3



Saturday, September 15th, 2018 5-8 p.m.

South Natomas Community Park

Live Music: Latin Touch, Beer Garden

Sponsorship Information

| Business/ Organization: | | | | |
|--|------------|-------------------------------|-------------|-----------------------|
| Contact Name: | | | | |
| Address: | | | | |
| City: State: | | Zi _l | p: | |
| Business Phone: | | | | |
| Cell Phone: | | | | |
| Website: | | | | |
| Email: | | | | |
| Sponsorship Levels: | | | | |
| Corporate Sponsorship \$2,500 (1 available | e) (| Major Spoi | nsorship | \$1,500 |
| Logo displayed on website | | Logo disp | layed on | website |
| Full page color CENTER SPREAD | | Full page | color pro | gram ad |
| One tent/canopy (10x10), table, chairs | | • One tent/o | canopy (1 | 10x10), table, chairs |
| Logo on all flyers (5,500) | | • Logo on a | II flyers (| 5,500) |
| Promotion via Facebook & Nextdoor | | Promotion | via Face | ebook & Nextdoor |
| Your signage displayed prominently near concert stage | | | | |
| | Prog | ram Ads (| Color): | |
| Neighborhood Sponsorship \$1,000 Logo displayed on website | \bigcirc | Full Page | \$300 | (4.75w x 7.75h) |
| Half page color program ad | \bigcirc | 1/2 Page | \$200 | (4.75w x 3.875h) |
| One tent/canopy (10x10), table, chairs | \bigcirc | Business Car | d \$100 | (3.5w x 2h) |
| Signature: | тс | OTAL ENC | LOSED |): |
| MAIL COMPLETED FORM WITH FULL PAYMENT TO: Gifts to Share, Inc./Natomas Pops (Gifts to Share, Inc. is a 915 I Street, 3rd Floor | a 501c3, | Federal Tax ID # | 94-298554 | 46) |

Sacramento, CA 95814

EMAIL PRESS READY PDF TO: Janet Mason at ibd@surewest.net

Jennifer West, Executive Assistant to City Councilmember Jeff Harris, District 3 For more information:

916.808.5240 or jcwest@cityofsacramento.org

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

- A. Regional Flood Control Issues
- B. Update Corps Design Progress Natomas Levee Project
- C. Replicon Time Sheet and Budget Tracking software implementation
- D. Update on erosion site at 7907 Garden Highway
- E. Encroachment Permits Endorsed
- F. Panhandle Development levee easement/dedication
- G. Floodway camping/homeless coordination with SAFCA

SUBJECT: Public Outreach Update – K. Pardieck

SUBJECT: District Counsel's Report

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

SUBJECT: Superintendent's Report

To: Trustees of Reclamation District No. 1000

From: Superintendent Don Caldwell

Date: June 1, 2018

Re: Report of activities within the District during the month of May 2018

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

| RD 1000 Field Crew | *Days Worked | Activity |
|--------------------|--------------|-------------------|
| | 0 | Plant Maintenance |
| | 0 | Grounds |
| | 0 | Levee Maintenance |
| | 0 | Pump Maintenance |
| | 4 | Ditch Maintenance |
| | 0 | Fence Repair |
| | 3 | Garbage |
| | 36 | Weed Control |
| | 61 | Mowing |
| | 0 | Upper GGS |
| | 23 | Equipment Repairs |
| | | |

^{*}Days worked do not include: sick, vacation, holiday or Superintendent's time

Bannon H: 8.17'

L: 6.88'

River H: 9.05'

L: 5.65'

Rain totals

Rain totals for the month of May were .40" Rain totals since July 1st were 15.67"

Pumping

The district did some pumping for bridge construction at Gateway Park dewatering

Pumping Plant #8

Pump # 3 ran for 7.6 hours and pumped 21 A/F

Safety topics for the month of May: Heat Stress and Staying Hydrated

Reclamation District No. 1000 Superintendent Don Caldwell

SUBJECT: Correspondence/News/Information

SUBJECT: Closed Session

Employee Performance Evaluation General Manager Government Code Section 54957 (b) (1)