



SPECIAL BOARD MEETING AGENDA

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

Meeting Description:

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

Date: January 11, 2023 Time: 10:00 a.m. Location: Reclamation District 784 Office

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

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

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

Meeting ID: 810 3885 4262

Passcode: 7842020

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

1-253-215-8782 US

OR

1-301-715-8592 US

Enter Meeting ID: 810 3885 4262

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

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

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

2. Open Session:

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

Consent Items

4. Approve Meeting Minutes -

5. Approve Checks and Warrants -

Discussion Items

6. Board to Consider Approving an OMRR&R Agreement Between the CVFPB, RD784, and TRLIA for the Goldfields 200-Year Levee and Adopting Resolution 2023-01-01 Authorizing the GM to Execute the Agreement –

7. Board to Consider Authorizing a Pesticide QAC Incentive Program –

8. Board to Receive an Update on Unauthorized Site Improvements at 1120 Murphy Rd. –

9. Board to Receive the 2022 DWR Fall Levee Inspection Results –

10. Board to Discuss the Forthcoming Retirement of Trustee Rick Brown –

11. Board to Select Board Officers (Chair and Vice-Chair) –

12. Board to Receive the Monthly Budget Snapshot –

13. Field Manager's Report –

14. Administrative Assistant's Report –

15. General Manager's Report –

16. Adjournment –

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

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

Reclamation District 784
Special Board Meeting Agenda Briefing
January 11, 2023

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

Consent Items:

4. Approve Minutes:
5. Approve Checks and Warrants:

Discussion Items:

6. Board to Consider Approving an OMRR&R Agreement Between the CVFPB, RD784, and TRLIA for the Goldfields 200-Year Levee and Adopting Resolution 2023-01-01 Authorizing the GM to Execute the Agreement: The parties of this proposed agreement previously entered into an OMRR&R (Operation, Maintenance, Repair, Replacement, and Rehabilitation) agreement dated August 26, 2011, for the Urban Levee system, which remains in effect. This agreement addresses only the Goldfields 200-year project. Entering into the agreement provides assurance that RD784 will fulfill all OMRR&R responsibilities. (See Handout)
7. Board to Consider Authorizing a Pesticide QAC Incentive Program: At the December 6, 2022 Board meeting, staff proposed an incentive program to encourage and motivate non-certificate holders to study for and obtain certifications. At the direction of the Board, staff went back to the GSRMA labor attorney specialist Patricia Eyres who provided input and assisted with drafting a program. (See Handout)

8. Board to Receive an Update on Unauthorized Site Improvements at 1120 Murphy Rd.: At the September 6, 2022 Board Meeting, landowner Kyle Trull provided an update on how he would like to resolve the issue of covering 3 acres of land with rock without paying drainage impact fees. Mr. Trull informed the Board he would be submitting plans with a proposed on-site retention basin. On September 26, 2022, the District received the updated plans and plan check fee. On December 20, MHM provided a technical memorandum response and redlined plan comments which were forwarded to the owner. The technical memorandum includes several comments which explain how the designs as submitted do not meet all RD784 standards and that the property owner will need to revise calculations to address all comments. (See Handout)

9. Board to Receive the 2022 DWR Fall Levee Inspection Results: The District received an acceptable "A" rating for all urban and rural levee units. (See Handout)

10. Board to Discuss the Forthcoming Retirement of Trustee Rick Brown: Rick Brown has informed staff that he would like to retire from the Board this year.

11. Select Board Officers (Chair and Vice Chair):

12. Board to Receive the Budget Snapshot:

OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND
REHABILITATION AGREEMENT BETWEEN

The Central Valley Flood Protection Board
AND

Reclamation District No. 784
AND

the Three Rivers Levee Improvement Authority
FOR

the 200-year Goldfields Levee Project

This Operation, Maintenance, Repair, Replacement, and Rehabilitation Agreement ("OMRR&R Agreement") is entered into by and between the State of California ("State"), acting by and through the Central Valley Flood Protection Board ("Board"), or any successor thereto, Reclamation District No. 784 ("Local Maintaining Agency"), and, for the limited purpose of Section I.D, hereof, the Three Rivers Levee Improvement Authority ("Funding Recipient") on this _____ day of _____, 2023 in view of the following circumstances:

1. The 200-year Goldfields Levee Project (hereinafter referred to as the "Goldfields Project" or "Project") was authorized by section 101(a)(10) of the Water Resources Development Act of 1999 (113 Stat. 275). The Goldfields Project is being funded under the Department of Water Resources' ("Department") Urban Flood Risk Reduction ("UFRR") guidelines.
2. State funding has become available for the UFRR Projects:
 - The voters of California approved Propositions 1E and 84 on November 7, 2006, making bond funds available for flood control work and other purposes.
 - The State, acting by and through the Department, has accepted applications for UFRR funding for its State-Federal Flood Control System Modifications Program.
 - As a result, Funding Agreements were signed. The Funding Agreements are between the Department and the Funding Recipient for the Goldfields Project.
 - The Funding Agreements provide that the Funding Recipient shall be responsible for construction, operation, maintenance, repair, replacement, and rehabilitation ("OMRR&R") of the Goldfields Project. Under this OMRR&R Agreement, the Board will oversee OMRR&R for the Goldfields Project for the State, as part of the State Plan of Flood Control.
 - Under the Funding Agreements, the Funding Recipient may agree to assume the responsibility of the Local Maintaining Agency as set out in this OMRR&R Agreement or may agree with a Local Maintaining Agency that the Local Maintaining Agency shall assume responsibility for OMRR&R of the Goldfields Project, provided that the Funding Recipient shall seek to assume responsibility for OMRR&R if for any reason the Local Maintaining Agency fails to perform under this OMRR&R Agreement.
 - The Funding Recipient has agreed with the Local Maintaining Agency that the Local Maintaining Agency shall assume responsibility for OMRR&R by entering into this OMRR&R

Agreement.

- The Department has agreed to enter into the Funding Agreements with the Funding Recipient on the condition that the Local Maintaining Agency enter into the OMRR&R Agreement and that the Funding Recipient shall seek to assume responsibility for OMRR&R if, for any reason, the Local Maintaining Agency fails to perform under this OMRR&R Agreement.
 - The parties of this agreement have already entered into an OMRR&R agreement dated August 26, 2011, which remains in effect. This agreement addresses only the Goldfields Project.
3. It is not expected that the Federal Government will provide funding for the UFRR funded Projects at this time, but in anticipation that Federal funds may become available eventually:
 - The Funding Agreements require the Funding Recipient to seek credit for the expenditures made under the Funding Agreements from the Federal Government, acting by and through the U.S. Army Corps of Engineers ("USACE"), and to enter into agreements necessary to obtain credit or reimbursement from the USACE.
 - The parties agree that this OMRR&R Agreement may be superseded by one or more agreements acceptable to the USACE and the Board that gives satisfactory assurances to the Federal Government and the Board that the required local cooperation will be furnished in connection with the Goldfields Project.
 4. The Local Maintaining Agency agrees that it already has responsibility for OMRR&R for existing portions of the Project per the current OMRR&R agreement that was signed on August 26, 2011 under California Water Code Section 12642 which states, and under which the State contends, that in all cases where the Federal Government does not maintain and operate projects, it is the responsibility and duty of the county, city, state agency, or public district affected to maintain and operate flood control and other works, after completion, and hold and save the State and the Federal Government free from damages.
 5. The Board has agreed to enter into this OMRR&R Agreement on the condition that the Local Maintaining Agency provides the Board with the assurances specified in this OMRR&R Agreement that the Local Maintaining Agency will be responsible for OMRR&R of the Project upon its completion; and will, as described below, hold and save the Federal Government, State, their representatives, officers, directors, and employees, including their attorneys, as well as their successors and assigns, free and harmless from any and all claims and damages arising from OMRR&R of the Goldfields Project.
 6. The Board and the Local Maintaining Agency have agreed that this OMRR&R Agreement will set forth their agreement with respect to OMRR&R for the Goldfields Project.

NOW, THEREFORE, IT IS HEREBY AGREED:

For purposes of this OMRR&R Agreement, the terms below are defined as indicated:

“Board:” The State of California Central Valley Flood Protection Board or any successor thereto.

“USACE:” The United States Army Corps of Engineers.

“Department:” The State of California Department of Water Resources.

“Funding Agreements:” Agreements between the State of California Department of Water Resources and the Three Rivers Levee Improvement Authority for the Three Rivers Levee Improvement Program dated October 4, 2017, Agreement Number 4600012115, dated October 20, 2009, Agreement Number 4600008654, and dated April 25, 2008, Agreement Number 4600008049.

“Funding Recipient:” The Three Rivers Levee Improvement Authority (TRLIA), a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, which is the signatory to the Funding Agreements.

“Federal Government:” Department of the Army represented by the Assistant Secretary of the Army (Civil Works).

“Local Maintaining Agency:” Reclamation District 784 or its successors or assigns, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, which is either the signatory to a Funding Agreement or has been designated by the Funding Recipient as the agency which will assume responsibility for OMRR&R for any Functional Portion of the Goldfields Project, and the Project.

“OMRR&R:” Operation, maintenance, repair, replacement, and rehabilitation of the Project in accordance with Federal law, including without limitation, compliance with operations and maintenance requirements contained in Code of Federal Regulations, title 33, section 208.10, Board Resolution No. 2018-06 and future amendments thereto, Federal guidance such as ER 1110-2-401 and other documents which confirm that repair, replacement, and rehabilitation does not include reconstruction of a project or project segment that has reached the end of its design service life or is deficient due to a design or construction defect, and applicable Operation and Maintenance Manuals for the State Plan of Flood Control facilities within the jurisdiction of the Funding Recipient, any revised or updated version of the Operation and Maintenance Manual, or any supplement to the Operation and Maintenance Manual.

“OMRR&R Agreement:” This agreement between the Central Valley Flood Protection Board, Reclamation District 784, and TRLIA for OMRR&R of the Project.

“Overall Work Plan:” The plan described in Exhibit A-1 of the Funding Agreements, as amended.

“Post Construction Performance Reports:” Funding Recipient shall submit a summary of the operations for the Project. This report shall be prepared annually in compliance with Assembly Bill 156 (Stats. 2007, ch. 368) and comply with Section 9140 of the California Water Code.

“Project:” The flood risk reduction project features of the Goldfields Project as described in the Overall Work Plan described in the Funding Agreement, as amended, including the Federally and State authorized flood facilities as shown in Figure 1 to the extent to which they are within the Local Maintaining Agency's boundaries, as those boundaries will expand in the future to include the entire Goldfields Project area. Figure 1 shows the existing boundaries as of the date of execution of this Agreement, as well as the entire Project area that will be in effect after the required boundary correction by the Local Maintaining Agency.

“Project Site:” The location of the Project.

“Standard Operation and Maintenance Manual:” A document prepared by Local Maintaining Agency and submitted to the State for review, comment and approval that will govern the operation, maintenance, repair, replacement, and rehabilitation of the Project. This manual will include all manuals related to the Project and facilities covered by this OMRR&R agreement, including those prepared by the USACE and/or Board for flood, ecosystem, habitat, mitigation, or other purposes and any other such manuals.

“State:” The State of California, acting by and through the Board.

“State Plan of Flood Control:” The state and Federal flood control works, lands, programs, plans, conditions, and mode of maintenance and operations described in Cal. Pub. Res. Code § 5096.805(j).

SECTION I: Obligations of the Local Maintaining Agency and, in part, the Funding Recipient.

A. General Obligations. The Local Maintaining Agency agrees to the following:

1. To perform OMRR&R for the Project, including all mitigation features of the Project, without limitation, in accordance with the Project design specifications, environmental permits, environmental impact reports, regulations, and directions prescribed by the State, all without any cost to the State. The Local Maintaining Agency agrees that it will, within six months of execution of this Agreement, modify its boundaries to ensure inclusion of the entire Project within its jurisdiction. Once that occurs, the Local Maintaining Agency will be responsible for OMRR&R of the entire Project area. Should the Local Maintaining Agency not fulfill this obligation within six months (or another time frame as agreed upon between the Local Maintaining Agency and the Funding Recipient), the Local Maintaining Agency and the Funding Recipient shall execute a separate agreement that ensures to the Funding Recipient's satisfaction that the Local Maintaining Agency is sufficiently protecting the Funding Recipient from liability associated with OMRR&R until such time as the Local Maintaining Agency's boundary is modified. The duty of the Local Maintaining Agency to perform OMRR&R for all Project features shall be performed in a manner that does not diminish the flood protection afforded by or jeopardize the structural integrity of the Project and the flood control system of which the Project is part. The duties of the Local Maintaining Agency pursuant to this paragraph are described further in Section I-B below.
2. To defend, indemnify, hold and save the Federal Government and the State, to the extent allowed by law, their representatives, officers, directors, agents, and employees, as well as but not limited to their successors and assigns free and harmless, to the extent permitted by law, from any and all liability for any claims and damages (including inverse condemnation) that may arise out of this OMRR&R Agreement, including but not limited to any claims or damages arising from the performance of OMRR&R (including construction associated with such performance) under this Agreement.

B. Specific Obligations to Operate, Maintain, Repair, Replace, and Rehabilitate of the Local Maintaining Agency

1. The Local Maintaining Agency hereby accepts responsibility for OMRR&R of the Project. The Local Maintaining Agency agrees that it will be responsible for OMRR&R of the Project as further explained in: (1) the Standard Operation and Maintenance Manual for the Project and (2) any applicable Supplement to the Standard Operation and Maintenance Manual for the Project.
2. The Local Maintaining Agency agrees to cooperate in the Funding Recipient's development of a Standard Operation and Maintenance Manual for the Project as required by Board permits issued to the Funding Recipient for the Project. The Standard Operation and Maintenance Manual for the Goldfields Project or Functional Portion of the Goldfields Project may be a stand-alone document or an amendment to the Standard

Operation and Maintenance Manual for the Project as directed by the Board. The Local Maintaining Agency acknowledges that changes to the Standard Operation and Maintenance Manual may be made by the State and the USACE before the document becomes final. The State may make reasonable changes but shall consult with Local Maintaining Agency prior to making such changes. The Local Maintaining Agency shall be required to update the Standard Operation and Maintenance Manual as may be necessary or as required by the Board and shall make a copy available to the State within three (3) days after the State so requests. The Local Maintaining Agency shall be responsible for OMRR&R in accordance with any revised version of the Standard Operation and Maintenance Manual for the Project or any Supplement to the Standard Operation and Maintenance Manual.

3. The Local Maintaining Agency hereby gives State the right to enter, at reasonable times and in a reasonable manner, upon the Project Site and land which it owns or controls for access to the Project Site for the purpose of: (i) conducting subsequent inspections to verify that the Local Maintaining Agency is complying with its obligations under this OMRR&R Agreement; and (ii) operating, maintaining, repairing, replacing, or rehabilitating any part of the Project located at or accessible by the Project Site in conjunction with any present or future flood control plan if in the reasonable judgment of State the Local Maintaining Agency fails to comply with its obligations under this OMRR&R Agreement. In the event the State assumes title to any of the land to which the Local Maintaining Agency needs access to fulfill the obligations set forth in the paragraph, the State grants an irrevocable license to the Local Maintaining Agency to enter the land to fulfill its obligations under this OMRR&R Agreement.
4. If the Local Maintaining Agency has failed or refused to perform the obligations set forth in this OMRR&R Agreement or the requirements of the manuals mentioned above, the State may take appropriate actions including proceedings to establish a maintenance area under California Water Code Section 12878 *et seq.*

If the Local Maintaining Agency has failed or refused to perform the obligations set forth in this OMRR&R Agreement or the requirements of the manuals mentioned above, and for any reason the State is not able to take appropriate actions under these provisions of California Water Code Section 12878 *et seq.*, then the State may take appropriate actions under this OMRR&R Agreement as follows: If the failure or refusal constitutes, in the sole discretion of the State, a threat to the continued ability of the Project or functional portion thereof to perform in a manner necessary to provide its designed level of flood protection, then the State may itself perform the necessary work or do so by contract. The State may in its sole discretion develop a work plan and present it to the Local Maintaining Agency with instructions that if the Local Maintaining Agency does not agree to carry out the work plan within the time specified in the work plan, the State will perform the necessary work or do so by contract. The Local Maintaining Agency will reimburse the State for the costs of performing such work in accordance with the procedures set forth in this OMRR&R Agreement. No completion, operation, maintenance, repair, replacement, or rehabilitation by the State shall operate to relieve the Local Maintaining Agency of responsibility to meet the Local Maintaining Agency's obligations as set forth in this OMRR&R Agreement, or to preclude the State from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this OMRR&R Agreement.

5. The State agrees to use its best efforts to provide notice to the Funding Recipient of any determination by the State that the Local Maintaining Agency has failed or refused to perform under this Agreement, as described in Subsection I.B.4, so as to allow the Funding Recipient an opportunity to perform the activity claimed necessary by the State prior to the State taking the remedial actions specified in Subsection I.B.4.

C. Additional Obligations of the Local Maintaining Agency:

1. The Local Maintaining Agency shall annually review and, if appropriate or requested by the State, update the safety plan for the UFRR Projects prepared pursuant to the Funding Agreement or required by California Water Code section 9650. The Local Maintaining Agency agrees to use best efforts to ensure that the updated safety plan is integrated into any other local agency emergency plan and is coordinated with the state emergency plan.
 - (a) No later than June 30 of each calendar year the Local Maintaining Agency shall provide an annual Post Construction Performance Report to the Department, which may be included as part of the report provided pursuant to California Water Code Section 9140.
 - (b) The Post Construction Performance Report shall generally use the following format:
 - Summary of the operations of the Project;
 - Brief discussion of the Project benefits;
 - Brief comparison and explanations for any differences between the expected versus actual Project success in meeting the goals identified in the original State-Federal Flood Control System Modification Program (UFRR Projects) Grant Application;
 - Summary of costs and any additional costs and/or benefits deriving from the UFRR Project; and
 - Any additional information relevant to or generated by the continued operation of the UFRR Project, including any maintenance issues.
 - (c) If the Local Maintaining Agency is not the same as the Funding Recipient, the Local Maintaining Agency represents that it has made arrangements with the Funding Recipient to obtain any information needed from the Funding Recipient in order to prepare this report.
 - (d) The Department in its sole determination may modify these reporting requirements as needed to ensure that it has adequate information with which to perform its responsibilities.
2. Local Maintaining Agency shall provide information to the Board as follows:
 - (a) No later than June 30 of each year the Local Maintaining Agency shall certify that it has reviewed the Standard Operations and Maintenance Manual and that either: (1) no updates are needed to the Standard Operation and Maintenance Manual; or (2) the Standard Operation and Maintenance Manual has been updated.
 - (b) If requested to do so by the Board, the Local Maintaining Agency shall provide copies to the Board of the operation and maintenance reports required pursuant to AB 5(Wolk), 2007 Cal. Stat. 366 (codified at Cal. Water Code § 9140(a)) that pertain to the Project.
 - (c) The Board in its sole determination may modify these reporting requirements as needed to ensure that it has adequate information with which to perform its responsibilities.

- D. Obligations of the Funding Recipient: Funding Recipient shall have no obligations other than those provided in this Section I.D.
1. Until such time as the Local Maintaining Agency modifies its boundaries to include the entire Project area, Funding Recipient shall temporarily be obligated for OMRR&R of those portions of the Project area not yet included in the Local Maintaining Agency boundary.
 2. The Funding Recipient agrees to defend, indemnify, hold and save the Federal Government and the State, to the extent allowed by law, their representatives, officers, directors, agents, and employees, as well as but not limited to their successors and assigns free and harmless, to the extent permitted by law, from any and all liability for any claims and damages (including inverse condemnation) that may arise out of the construction or operation and maintenance of the Goldfields Project by the Funding Recipient.
 3. Other than its independent obligations under this Agreement, Funding Recipient shall have no obligation to remedy any failures or refusals by the Local Maintaining Agency identified by the State pursuant to Section I.B.4. of this Agreement. However, if the Funding Recipient takes action to remedy such failures or refusals, it agrees to (i) act in a manner consistent with applicable rules, regulations, and guidance adopted by the State and the Government, and (ii) defend, indemnify, hold and save the Federal government and the State, to the extent allowed by law, their representatives, officers, directors, agents, and employees, as well as but not limited to their successors and assigns free and harmless, to the extent permitted by law, from any and all liability for any claims and damages (including inverse condemnation) that may arise out of Funding Recipient's performance to remedy the failure or refusal.
 4. In connection with the engineering, permitting and construction of the Goldfields Project, Funding Recipient has incorporated flood control measures that pertain to uncertainties that exist in the Goldfields area due to active mining and the water course of the Yuba River. These measures need to be monitored and corrective actions taken should the monitoring show that there are potential flood concerns. The Funding Recipient has accepted this obligation. A list of the flood control measures as of the date of this Agreement is as follows:
 - Monitoring and maintaining the 100-year Goldfields embankment.
 - Monitoring the erosion of the south bank of the Yuba River to ensure the project hydraulic design is still valid. If issues are identified, Funding Recipient will propose recommended actions.
 - Monitoring the mining activity in the Goldfields area and identifying any issues that would impact the original design parameters and alter the levee's ability to provide 200-yr ULDC compliance. If issues are identified, Funding Recipient will propose recommended actions.
 - Monitoring the mining activity south of the Yuba Goldfields and waterward of the new levee and Managing lands within the Project area for internal drainage
 5. Funding Recipient agrees that the obligations stated in Section 1.D. of this OMRR&R Agreement are material obligations as that term is used on page 10 of the Joint Exercise of Powers Agreement by and between the County of Yuba and Reclamation District No.

784 which created the Funding Recipient.

SECTION II: Hazardous Substances

The Local Maintaining Agency acknowledges that the State may incur obligations with respect to hazardous substances regulated under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601-9675; California Hazardous Substances Account Act, Calif. Health & Safety Code §§ 25310 *et seq.* or other statutes or regulations (collectively referred to as "state and Federal Hazardous Substances Laws") on lands necessary for Project construction and OMRR&R to the extent the Local Maintaining Agency fails to comply with its obligations under this OMRR&R Agreement. The Local Maintaining Agency agrees:

- A. That in the event that the Local Maintaining Agency discovers through an environmental investigation or other means that any lands, easements, or rights of way that have been acquired or provided for the Project contain reportable quantities of hazardous substances regulated under CERCLA and/or other state and Federal Hazardous Substances Laws, the Local Maintaining Agency shall promptly notify the State of that discovery if it can be reasonably anticipated that the discovery of reportable quantities of hazardous substances will require Local Maintaining Agency to incur response costs in excess of \$10,000.
- B. That in the event reportable quantities of hazardous substances regulated under CERCLA and/or other state and Federal Hazardous Substances Laws have been found, the Local Maintaining Agency shall initiate and complete any and all necessary response and cleanup activity required under CERCLA and/or other state and Federal Hazardous Substances Laws, which shall include any studies and investigations necessary to determine the appropriate response to the contamination. Payment for the costs of such necessary response and cleanup activity as required under CERCLA and/or other state and Federal Hazardous Substances Laws shall be made by the Local Maintaining Agency. In the event that the Local Maintaining Agency fails to provide the funds necessary for response and cleanup activity required under CERCLA and/or other state and Federal Hazardous Substances Laws, or to otherwise discharge the Local Maintaining Agency's responsibilities under this Paragraph B, then the State may perform the necessary response and cleanup activity, and the Local Maintaining Agency shall reimburse the State in accordance with the procedures set out in this OMRR&R Agreement. If the State performs the necessary response and cleanup activity required under CERCLA and/or other state and Federal Hazardous Substances Laws, the State shall consult with the Local Maintaining Agency concerning the selection of the person(s) to perform the work, the amount of money to be spent on the work, the scope of the work, and any other aspect of response and cleanup activity.
- C. That the Local Maintaining Agency shall consult with the State in order to ensure that responsible persons under CERCLA and/or other state and Federal Hazardous Substances Laws ultimately bear all necessary response and cleanup costs as defined in CERCLA and/or other state and Federal Hazardous Substances Laws.
- D. That the Local Maintaining Agency shall operate, maintain, repair, replace, and rehabilitate the Project in a manner that will control and minimize the release or threatened release of hazardous substances regulated under CERCLA and/or other state and Federal Hazardous Substances Laws on lands necessary for Project construction, operation, maintenance, repair, replacement, or rehabilitation.

That in the event that the State, their representatives, officers, directors, employees, including their attorneys, as well as their successors and assigns, are found to be liable under CERCLA and/or other state and Federal Hazardous Substances Laws for the release or threatened release of hazardous substances arising out of the operation, maintenance, repair, replacement, or rehabilitation of the Project, then the Local Maintaining Agency shall indemnify and hold the State, their representatives, officers, directors, employees, including their attorneys, as well as their successors and assigns, harmless from any response or cleanup costs for which the State, their representatives, officers, directors, employees, including their attorneys, as well as their successors and assigns, may be found to be liable under CERCLA and/or other state and Federal Hazardous Substances Laws.

- E. No decision made or action taken pursuant to any provision of this Section of the Project OMRR&R Agreement shall relieve any responsible person from any liability that may arise under CERCLA and/or other state and Federal Hazardous Substances Laws, nor shall such decision or action be considered a waiver by the State or the Local Maintaining Agency of any right to seek from any responsible person as defined by CERCLA and/or other state and Federal Hazardous Substances Laws the recovery, contribution of, or indemnification from costs incurred by the State or the Local Maintaining Agency for response or cleanup activity required under CERCLA and/or other state and Federal Hazardous Substances Laws, nor shall such decision or action be considered a waiver by the State of any other right or remedy provided by law.

SECTION III: Authorization for Delegation or Subcontracting

The Local Maintaining Agency may delegate or subcontract its responsibilities under this OMRR&R Agreement. The Local Maintaining Agency shall be responsible for all work to be performed under the contract, including any delegated work. The State shall have the right to ask that any services for this OMRR&R Agreement provided by any subcontractor be terminated if its performance is unsatisfactory.

Payment for services rendered by subcontractors shall be made entirely by the Local Maintaining Agency; the State shall not have any responsibility for making any payments to the subcontractors for any services they may render in connection with this OMRR&R Agreement.

SECTION IV: Procedures for Reimbursing the State

To the extent Local Maintaining Agency fails to fulfill its obligations under this Agreement, the State may perform such obligations and bill Local Maintaining Agency accordingly. In such circumstances, the State shall provide an invoice to the Local Maintaining Agency for the costs of performing the work. Local Maintaining Agency agrees, subject to compliance with applicable state law, to reimburse the State by promptly paying any such invoices within thirty days.

SECTION V: Disputes

Before any party to the OMRR&R Agreement may bring suit in any court concerning an issue relating to this OMRR&R Agreement, that party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to all parties.

SECTION VI: Obligation of Future Appropriations

The parties agree that nothing herein shall constitute, or be deemed to constitute, an obligation of future appropriations by the Legislature of the State of California.

SECTION VII: Term of Agreement; Amendment

The effective date of this OMRR&R Agreement is the last date it is signed by all parties. The OMRR&R Agreement will continue in full force and effect unless terminated or amended upon written consent of all parties.

The parties acknowledge that in order to obtain Federal credits or reimbursement for this Project, it may be necessary to amend this OMRR&R Agreement as required by the USACE. The parties agree that they will not unreasonably withhold consent for any amendments necessary to obtain Federal credits or reimbursement.

SECTION VIII: Notices

All notices, requests, demands, and other communications required or permitted to be given under this OMRR&R Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by first class (postage pre-paid), registered, or certified mail, as follows:

If to the Local Maintaining Agency:
RECLAMATION DISTRICT 784
ATTN: General Manager
1594 Broadway
Arboga, CA 95961

If to the Board:
Central Valley Flood Protection Board
ATTN: Executive Officer
3310 El Camino Avenue, Suite 170
Sacramento, CA 95821

If to the Funding Recipient:
Three Rivers Levee Improvement Authority
ATTN: Kevin Mallen
Three Rivers Levee Improvement Authority
1114 Yuba Street, Suite 218
Marysville, CA 95901

A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this section.

Any notice, request, demand, or other communication made pursuant to this section shall be deemed to have been received by the addressee at such time as it is personally delivered or seven calendar days after it is mailed, as the case may be.

SECTION IX: Standard Conditions

This OMRR&R Agreement incorporates by reference the standard conditions that are included in Attachment A to this OMRR&R Agreement.

SECTION X: Authority

The Local Maintaining Agency has provided a copy of a resolution adopted by its governing body designating a representative to execute this OMRR&R Agreement. This resolution is substantially the same as the draft resolution provided in Attachment B to this OMRR&R Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this OMRR&R Agreement.

The Central Valley Flood Protection Board

Reclamation District No. 784

By _____
Sarah Backus,
Executive Officer

By _____
Patrick Meagher,
General Manager

Date: _____

Date: _____

Approved as to Legal Form and Sufficiency:

Approved as to Legal Form and Sufficiency:

By _____
Kanwarjit Dua,
Board Counsel

By _____
Jesse Barton,
General Counsel

Date: _____

Date: _____

Three Rivers Levee Improvement Authority

By _____
Kevin Mallen,
Executive Director

Date: _____

Approved as to Legal Form and Sufficiency:

By _____
Andrea Clark,
General Counsel

Date: _____

Attachment A
STANDARD CONDITIONS

1. GOVERNING LAW: This OMRR&R Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
2. TIMELINESS: Time is of the essence in this OMRR&R Agreement.
3. AMENDMENT: This OMRR&R Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Local Maintaining Agency for amendments must be in writing stating the amendment request and the reason for the request. The State shall have no obligation to agree to an amendment.
4. SUCCESSORS AND ASSIGNS: This OMRR&R Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this OMRR&R Agreement or any part thereof, rights hereunder, or interest herein by the Local Maintaining Agency shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
5. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this OMRR&R Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this OMRR&R Agreement. Failure or refusal by Local Maintaining Agency to comply with this provision shall be considered a breach of this OMRR&R Agreement, and the State may take any other action it deems necessary to protect its interests, after complying with paragraph V of the OMRR&R Agreement.
6. PROHIBITION AGAINST DISPOSAL OF UFRR PROJECT WITHOUT STATE PERMISSION: Local Maintaining Agency shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the UFRR Project, without prior permission of the State. Local Maintaining Agency shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Local Maintaining Agency meet its obligations under this OMRR&R Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property acquired, reimbursed or credited with State funds be remitted to the State.
7. NO THIRD PARTY RIGHTS: The parties to this OMRR&R Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this OMRR&R Agreement, or of any duty, covenant, obligation or undertaking established herein.
8. OPINIONS AND DETERMINATIONS: Where the terms of this OMRR&R Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
9. SUIT ON OMRR&R AGREEMENT: Each of the parties hereto may sue and be sued with respect to this

OMRR&R Agreement.

10. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this OMRR&R Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law. SEVERABILITY: Should any portion of this OMRR&R Agreement be determined to be void or unenforceable, such shall be severed from the whole and the OMRR&R Agreement shall continue as modified.
11. WAIVER OF RIGHTS: None of the provisions of this OMRR&R Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties hereto that from time to time either party may waive any of its rights under this OMRR&R Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the OMRR&R Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
12. TERMINATION FOR CAUSE: The State may terminate this OMRR&R Agreement should Local Maintaining Agency fail to perform the requirements of this OMRR&R Agreement at the time and in the manner herein provided or in the event of a default by the Funding Recipient under the relevant Funding Agreement.
13. INDEPENDENT CAPACITY: Local Maintaining Agency, and the agents and employees of Local Maintaining Agencies, in the performance of the OMRR&R Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
14. CONFLICT OF INTEREST
 - a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - c) Employees of the Local Maintaining Agency: Employees of the Local Maintaining Agency shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 *et seq.*

15. WORKERS' COMPENSATION: Local Maintaining Agency affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Local Maintaining Agency affirms that it will comply with such provisions before commencing the performance of the work under this OMRR&R Agreement and will make its contractors and subcontractors aware of this provision.
16. AMERICANS WITH DISABILITIES ACT: By signing this OMRR&R Agreement, Local Maintaining Agency assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
17. NONDISCRIMINATION CLAUSE: During the performance of this OMRR&R Agreement, Local Maintaining Agency and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Local Maintaining Agency and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Local Maintaining Agency and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Local Maintaining Agency and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Local Maintaining Agency shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the OMRR&R Agreement.

18. DRUG-FREE WORKPLACE CERTIFICATION

Certification of Compliance: By signing this OMRR&R Agreement, Local Maintaining Agency, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and, if such Act applies to Local Maintaining Agency, have or will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).

b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:

1. The dangers of drug abuse in the workplace,
2. Local Maintaining Agency's policy of maintaining a drug-free workplace,

3. Any available counseling, rehabilitation, and employee assistance programs, and
4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

c) Provide as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this OMRR&R Agreement:

1. Will receive a copy of Local Maintaining Agency's drug-free policy statement, and
2. Will agree to abide by terms of Local Maintaining Agency's condition of employment, contract or subcontract.

Suspension of Payments: This OMRR&R Agreement may be subject to suspension of payments or termination, or both, and Local Maintaining Agency may be subject to debarment if the State determines that:

- a) Local Maintaining Agency, its contractors, or subcontractors have made a false certification, or Local Maintaining Agency, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted above.

19. UNION ORGANIZING: Local Maintaining Agency, by signing this OMRR&R Agreement, hereby acknowledges the applicability of Government Code 16645 through 16649 to this OMRR&R Agreement. Furthermore, Local Maintaining Agency, by signing this OMRR&R Agreement, hereby certifies that:

- a) No State funds disbursed by this OMRR&R Agreement will be used to assist, promote, or deter union organizing.

- b) Local Maintaining Agency shall account for State funds disbursed for a specific expenditure by this OMRR&R Agreement to show those funds were allocated to that expenditure.

- c) Local Maintaining Agency shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.

- d) If Local Maintaining Agency makes expenditures to assist, promote, or deter union organizing, Local Maintaining Agency will maintain records sufficient to show that no State funds were used for those expenditures and that Local Maintaining Agency shall provide those records to the Attorney General upon request.

20. COMPUTER SOFTWARE: Local Maintaining Agency certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this OMRR&R Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

21. DELIVERY OF INFORMATION, REPORTS, AND DATA: Local Maintaining Agency agrees to expeditiously provide, during work on the State-Federal Flood Control System Modification Program (Early Implementation Projects) and throughout the term of this OMRR&R Agreement, such reports, data, information, and certifications as may be reasonably required by the State.

22. RIGHTS IN DATA: Local Maintaining Agency agrees that all data, plans, drawings, specifications,

reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this OMRR&R Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act, Cal. Gov't Code §§ 6250 *et seq.* Local Maintaining Agency may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this OMRR&R Agreement, subject to appropriate acknowledgement of credit to the State for financial support. Local Maintaining Agency shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

27. LOCAL MAINTAINING AGENCY NAME CHANGE: Approval of the State's Project Manager is required to change the Local Maintaining Agency's name as listed on this OMRR&R Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
28. AIR OR WATER POLLUTION VIOLATION: Under State laws, the Local Maintaining Agency shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.

Attachment B: Draft Resolution

Resolution No. _____

Resolved by the _____
Board Of Trustees

of the _____
Reclamation District No. 784

that pursuant and subject to all of the terms and provisions of the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, and the Disaster Preparedness and Flood Prevention Bond Act of 2006, that funds awarded to

(Name of Funding Recipient)

by the California Department of Water Resources for a State-Federal Flood Control System Modification Program project titled: _____
(Project title)

have been accepted, and as a condition of accepting these funds the Funding Recipient committed to signing [*modify if Funding Recipient and Local Maintaining Agency are not the same to add: "or having a Local Maintaining Agency sign"*] an additional agreement with the Central Valley Flood Protection Board, or successor thereto, which requires

Reclamation District No. 784

to assume responsibility for operation, maintenance, repair, replacement, and rehabilitation of _____
TRLIA 200-year Goldfields Levee Project

Therefore, the _____
General Manager

of the _____ is hereby authorized and directed to
Reclamation District No. 784

sign an operation, maintenance, repair, replacement and rehabilitation agreement with the Central Valley Flood Protection Board, or successor thereto.

Passed and adopted at a regular meeting of the _____
Board of Trustees

of the _____
Reclamation District No. 784

on _____
(Date)

Authorized Signature _____
Printed Name _____
Title _____
Clerk/Secretary _____

RD784 Qualified Applicator Incentive Program:

Non-exempt field workers are not required to possess a state issued Qualified Applicator's Certificate for spraying pesticides. In order to enhance the skills and safety of our workforce, RD784 is offering an incentive program to encourage and motivate non-certificate holders to study for and obtain certifications. The program will include the following:

- The District will pay for one test prep course to obtain the initial certification
- The District will reimburse the employee for one state test fee after the employee passes the test.
- After the employee receives a passing test result, hourly pay will increase by \$1.00. This will be reflected in the next payroll period following the District's receipt of documentation demonstrating the passing test.
- Employees who acquire certifications are expected to keep up with the required 20 hours of continued education every 2 years, at the District's expense.
- Employees are required to submit re-certification applications to the state by the required deadline every two years and receive recertification cards.
- Once the first 2-year re-certification is granted, and the District receives confirmation, the employee's hourly pay will increase again by 50 cents per hour in the following payroll period (Total incentive pay shall not exceed \$1.50 per hour)
- If the employee does not keep up with recertification requirements, a reduction in pay for the QAC incentive amount will occur (Up to a \$1.50 in pay reduction). A reduction in pay will not result in lost accrued time off.

Employee acknowledgement: _____

To: Patrick Meagher
From: Sean Minard, PE, PLS
Date: December 14, 2022
Subject: 4131 Hazel Street
Storm Drainage Review

The technical memorandum was prepared to summarize MHM's review of the provided design for drainage improvements at 4131 Hazel Street. The provided design does not meet all of the RD784 design standards and contained several errors as follows:

- Requirement 2: Computations for the annual return period of 10 years were not provided.
- Requirement 3: The provided superimposed calculations are not correct. The average precipitation occurs over the entire site area. However, the average evaporation only occurs over the surface area of the water in the retention pond at any given time, not over the entire site area. This will significantly change the calculated volume in the retention pond prior to the 100-year, 10-day storm.
- Requirement 4: Per requirement 6, the calculations show reducing the runoff volume by the amount of runoff from the project in its previous conditions, therefore the 1.2 safety factor needs to be applied. The preferred alternative would be to remove the reduction, therefore removing the need for a safety factor.
- Requirement 5: Runoff factor of 1.0 or precipitation on the pond area during the 100-year storm are not shown. Additionally, consideration of runoff from the remainder of the site not shown.
- Requirement 6: As previously mentioned, the reduction is not the preferred method as the 30% of previous runoff will still flow to the retention pond.
- Requirement 11: The basin volume appears to be off. Is the freeboard storage being considered?

Our recommendation is to direct the property owner to have the provided calculations revised to address the issues listed.

Attached are the redlined calculations used to prepare the technical memorandum.

Sincerely,

Sean Minard



**Flood Control Project Maintenance
Levee Inspections
Fall 2022 Levee Maintenance Deficiency Summary Report**

Sacramento River Basin

RD0784	Overall LMA Rating	Total LMA Miles						
Reclamation District No. 0784 Plumas Lake	A	33.20						
Rated Item	Maintenance Deficiency				Enforcement		Design & System Obsolescence	
	M Miles	U Miles	M + 4U Miles	Threshold %	M Miles	U Miles	M Miles	U Miles
<i>Earthen Levee</i>					3.25	0.49		
<i>Supplemental</i>					0.02			
DWR UCIP Field Study								
DWR UCIP LMA Responsibility								
<i>LMA Totals:</i>	0.00	0.00	0.00	0.00%	3.27	0.49	0.00	0.00
Unit No. 01 Yuba River LB	Overall Unit Rating	Total Unit Miles						
RD0784	A	2.21						
Rated Item	Maintenance Deficiency				Enforcement		Design & System Obsolescence	
	M Miles	U Miles	M + 4U Miles	Threshold %	M Miles	U Miles	M Miles	U Miles
<i>Earthen Levee</i>						0.49		
Encroachments								
<i>Unit Totals:</i>	0.00	0.00	0.00	0.00%	0.00	0.49	0.00	0.00
Unit No. 02A Feather River LB	Overall Unit Rating	Total Unit Miles						
RD0784	A	2.54						
Rated Item	Maintenance Deficiency				Enforcement		Design & System Obsolescence	
	M Miles	U Miles	M + 4U Miles	Threshold %	M Miles	U Miles	M Miles	U Miles
No Items								
<i>Unit Totals:</i>	0.00	0.00	0.00	0.00%				
Unit No. 02B Feather River LB	Overall Unit Rating	Total Unit Miles						
RD0784	A	3.95						
Rated Item	Maintenance Deficiency				Enforcement		Design & System Obsolescence	
	M Miles	U Miles	M + 4U Miles	Threshold %	M Miles	U Miles	M Miles	U Miles
No Items								
<i>Unit Totals:</i>	0.00	0.00	0.00	0.00%				
Unit No. 03A Bear River RB	Overall Unit Rating	Total Unit Miles						
RD0784	A	0.78						
Rated Item	Maintenance Deficiency				Enforcement		Design & System Obsolescence	
	M Miles	U Miles	M + 4U Miles	Threshold %	M Miles	U Miles	M Miles	U Miles
<i>Supplemental</i>					0.02			
DWR UCIP Field Study								
<i>Unit Totals:</i>	0.00	0.00	0.00	0.00%	0.02	0.00	0.00	0.00

**Flood Control Project Maintenance
Levee Inspections
Fall 2022 Levee Maintenance Deficiency Summary Report**

Sacramento River Basin (cont.)

Unit No. 03B Bear River RB	Overall Unit Rating	Total Unit Miles						
RD0784	A	1.49						
Rated Item	Maintenance Deficiency				Enforcement		Design & System Obsolescence	
	M Miles	U Miles	M + 4U Miles	Threshold %	M Miles	U Miles	M Miles	U Miles
<i>Earthen Levee</i>								
Encroachments					0.30			
<i>Supplemental</i>								
DWR UCIP LMA Responsibility								
<i>Unit Totals:</i>	0.00	0.00	0.00	0.00%	0.30	0.00	0.00	0.00
Unit No. 04 Interceptor Canal RB	Overall Unit Rating	Total Unit Miles						
RD0784	A	6.33						
Rated Item	Maintenance Deficiency				Enforcement		Design & System Obsolescence	
	M Miles	U Miles	M + 4U Miles	Threshold %	M Miles	U Miles	M Miles	U Miles
<i>Supplemental</i>								
DWR UCIP LMA Responsibility								
<i>Unit Totals:</i>	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00
Unit No. 05 Interceptor Canal LB	Overall Unit Rating	Total Unit Miles						
RD0784	A	4.19						
Rated Item	Maintenance Deficiency				Enforcement		Design & System Obsolescence	
	M Miles	U Miles	M + 4U Miles	Threshold %	M Miles	U Miles	M Miles	U Miles
<i>Earthen Levee</i>								
Encroachments					2.95			
<i>Supplemental</i>								
DWR UCIP LMA Responsibility								
<i>Unit Totals:</i>	0.00	0.00	0.00	0.00%	2.95	0.00	0.00	0.00
Unit No. 06 South Dry Creek RB	Overall Unit Rating	Total Unit Miles						
RD0784	A	0.25						
Rated Item	Maintenance Deficiency				Enforcement		Design & System Obsolescence	
	M Miles	U Miles	M + 4U Miles	Threshold %	M Miles	U Miles	M Miles	U Miles
<i>Supplemental</i>								
DWR UCIP LMA Responsibility								
<i>Unit Totals:</i>	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00
Unit No. 07 Yuba River LB	Overall Unit Rating	Total Unit Miles						
RD0784	A	3.82						
Rated Item	Maintenance Deficiency				Enforcement		Design & System Obsolescence	
	M Miles	U Miles	M + 4U Miles	Threshold %	M Miles	U Miles	M Miles	U Miles
No Items								
<i>Unit Totals:</i>	0.00	0.00	0.00	0.00%				

**Flood Control Project Maintenance
Levee Inspections
Fall 2022 Levee Maintenance Deficiency Summary Report**

Sacramento River Basin (cont.)

Unit No. 08 Three Rivers RB	Overall Unit Rating	Total Unit Miles						
RD0784	A	1.93						
Rated Item	Maintenance Deficiency				Enforcement		Design & System Obsolescence	
	M Miles	U Miles	M + 4U Miles	Threshold %	M Miles	U Miles	M Miles	U Miles
No Items								
<i>Unit Totals:</i>	0.00	0.00	0.00	0.00%				

Unit No. 09 Feather River LB	Overall Unit Rating	Total Unit Miles						
RD0784	A	5.71						
Rated Item	Maintenance Deficiency				Enforcement		Design & System Obsolescence	
	M Miles	U Miles	M + 4U Miles	Threshold %	M Miles	U Miles	M Miles	U Miles
No Items								
<i>Unit Totals:</i>	0.00	0.00	0.00	0.00%				

Maintenance and Projects Completed

Unit 1

1. Pre-Storm checks around all urban levee units.
2. LM 1.00- 1.10 Paint gates and blocks throughout the unit.

Unit 2A

1. Pre-Storm checks around all urban levee units.
2. LM 0.20 tree cutting and removal.
3. LM 1.50 set blocks.

Unit 2B

1. Pump Station #2
 - Backup generator exercised on 12/12 and 12/26. Emergency run time on 12/30 and 12/31 during power outage.
 - Vegetation abatement inside and surrounding the pump station (firebreak and slopes).
 - Trash rack debris removal.
 - Replace no trespassing signage.
2. Pre-Storm checks around all urban levee units.
3. V ditch debris removal and vegetation abatement.

Unit 3A

1. PS #6
 - Backup generators exercised on 12/12 and 12/26. Emergency run time on 12/30 and 12/31.
 - Vegetation abatement inside and surrounding the pump station (firebreak and slopes).
 - Trash rack debris removal.
 - Replace no trespassing signage.
2. Pre-Storm checks around all urban levee units.
3. Inspect and replace signage throughout unit.

Unit 4

1. Pre-Storm checks around all urban levee units.

Units 3B/ 5 / 6 (Horseshoe Levee)

1. Pre-Storm checks around all rural levee units and checked all waterside flap gates.
2. Trash rack debris removal throughout unit at each crossing location.

Unit 7

1. Pre-Storm checks around all urban levee units.

Unit 8

1. Pre-Storm checks around all urban levee units.
2. Pothole/ sheep depression repair throughout.
3. PS 8 replace no trespassing signage.

Unit 9

1. Pump Station #3
 - The backup diesel generator was exercised on 12/12 and 12/26.
 - Vegetation abatement inside and surrounding the pump station.
 - Trash rack debris removal.
 - Replace no trespassing signage.
 - Sucker tree cutting at outfall.
2. Pre-Storm checks around all urban levee units.
3. Repair potholes/ sheep depressions throughout unit.
4. Set blocks LM 0.10.
5. L/S ditch vegetation abatement and sucker tree cutting around all bridge crossings.
6. V ditch vegetation cleanout.
7. LM 0.80 set blocks.

Drainage Laterals and Detention Basins

1. Mall ditch cleanup and debris removal.
2. Ella basin sign placement (no trespassing).
3. Burn pond 18 burn pile.
4. Lateral 23 debris removal.
5. Pond 16 south beaver dam removal (x4).
6. Pond 20 culver cleaning adjacent to pond 16 south.
7. Lateral 16, River Oaks Dr. all culverts checked, prepped and debris removed (#3).
8. Lateral 5 vegetation abatement and debris removal.
9. Lateral 14 tree cutting and removal.

Shop, Office, Fleet Vehicles, and Equipment

- Shop generator was exercised on 12/12 and 12/26.
 1. Deep cleaning of the Shop, office, and equipment to further prevent any potential exposure to Covid-19.
 2. Flex 15 mower front corner skid replacement.

Safety / Training

1. Administered weekly safety meetings and misc. SDS sheet reviews.
2. Covid cleaning Protocol.
3. Annual Flood Fight Training Completed.

Miscellaneous

1. Regularly checked and looked for damages or issues around the District including all RD784 Pump Stations, Levee Units, Olivehurst Pump Station, and Yuba College Flood Fight Coalition supplies storage site.
2. VRF #2 2022 document close out.
3. Jorgenson Company fire extinguisher annual service.
4. Replace no trespassing signage at PS 4, 5, 7, 9 and OPS.
5. Levee patrol 12/31 11:30-3:30
6. Wright one College Conex new circuit addition for Sonitrol.

Administrative Assistant Monthly Report

January 11, 2023

Accounting:

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

Clerical/Office:

1. Impact Fees & Plan Check Fees
 - A. 1113 Murphy Road – Jessica Paez
 - B. 1668 Beale Road – Mr. Kaur
 - C. 3456 Warehouse Rd. – AT&T Monopine Project
2. Permit Clearance Request Sign Offs
 - A. Lennar – River Oaks North Village 1&2
 - B. KB Homes – Cobblestone Phase 4 and Phase 7
 - C. Cresleigh Homes – Woodside Village 2A
3. Submitted for Publishing Notice of Hearing on Resolution of Application – LAFCO

Human Resources:

1. GSRMA Application – RMAP Program – Research, Compile and Submit in Feb 2023
2. ACWA/JPIA Health Insurance – Received Permanent Cards for the 2023 Year.

Contract Management:

1. 2021-2022 FMAP Grant
2. 2022-2023 FMAP Grant
3. YWA District Boundary Grant – On-Going
4. YWA/DWR IRWMP Grant – On-Going
5. TRLIA Goldfields – Maintenance Billing - On-Going
6. Olivehurst Pump Station – Maintenance Billing – On-Going
7. Chestnut Pond Watershed Improvements – Billing – On-Going

Regulatory Compliance:

1. Managing PWC 100 projects
2. US Census Survey

Contacts:

Angela Yanez @ Yuba County – YCDS, Mark Fowler @ Atteberry Searle, Caroline @ Paychex, Jesse Barton @ Gallery & Barton, Sean Minard @ MHM, Jolie Turk @ YC Treasurer, Jason Little @ DWR, Brian Edinger & Ryan Schimke @ GSRMA, Patrick Soper @ LWA, Eric & Jacob @ Alliant Networking, Jennifer Jensen @ Auditor's, Kyle Close – Permit Runner, Russ Powell @ EPS, and Megan Jonsson @ LWA.

Administration:

1. **Meetings:** 11/28 500-yr. levee design meeting (WPIC Riparian Wind Wave Buffer), 12/1 DWR LMA coordination meeting, 12/2 Yuba-LAFCO urban boundary adjustments pre-application meeting, 12/6 RD784 and TRLIA Board meetings, 12/7 YSEDC, 12/08 USACE PL 84-99 Rulemaking Outreach, Project Follow-Ups with MHM, 12/14 CCVFCA meeting, 12/15 FR RFMP Steering Committee, CVFPB Coordinating Committee, Staff meetings, and Rotary.
2. Approved employee time off requests and task scheduling.
3. Semiannual staff performance evaluations
4. Plan Reviews/Impact Fee Program:
 - A. Tentative Parcel Map subdivide at 3774 Feather River Blvd (*Feather River Cold Storage*)
 - B. *Northpointe Village 1 (Lennar) – Grading Plans*
 - C. Avondale Self-Storage - 5958 Avondale Avenue
 - D. Costco Wholesale – 6000 Lindhurst Avenue.
 - E. New Residence – 1113 Murphy Rd.
 - F. Mini Mart Canopy Relocation – 1668 Beale Rd.
 - G. 5000 SQ' accessory dwelling unit at 5036 Feather River Blvd.
 - H. Trull RV & Boat Storage – 4131 Hazel St.

Projects:

1. 2022-23 DWR Flood Maintenance Assistance Program (FMAP) Grant Application – *Funding approved, pending executed agreement.*
2. Lindhurst Avenue/ Chestnut Pond drainage improvements (County Project).
3. Sonitrol Security upgrades
4. Unit 5, Levee Mile 1.86 Pipe Replacement – Completed.
5. Urban levee boundary adjustments – MHM/Yuba LAFCO

Regulatory Compliance:

1. Monthly pesticide spray use report submitted on-line to the County.
2. 11/30 DWR Regional Flood Fight Training Day at Plumas Lake Golf Course/Pump Station 2.
3. Management Semiannual review of all District compliance programs (i.e. IIPP, Heat Illness, Emergency Action Plan, Hazard Communication, COVID-19 Prevention, etc.)
4. Daytime levee patrols around the entire urban and rural levee systems on 12/31.
5. Weekly Safety Meetings.

Announcements/Updates:

1. Staff continues to work-day and evening hours as necessary to keep up with recent storm activity.

BOARD MEETING MINUTES			RECLAMATION DISTRICT 784		
1594 Broadway Street					
Arboga, CA 95961-8821					
Meeting Description: Reclamation District No. 784 Board of Trustee's Board Meeting Due to COVID-19 Pandemic this Meeting was held Via Teleconference and in Person					
Date: December 6, 2022 Time: 10:00am Location: Reclamation District 784 Office					
Scheduled Time			Actual Time		
Start	Stop	Total Hours	Start	Stop	Total Hours
10:00am	12:30pm	2.5 Hrs.	10:03am	10:51am	48 Min
1. Call to Order					
A. Roll Call: Board President - Rick Brown - Present, Trustee - Joe Danna - Present, Board Vice-President - David Read - Present, Trustee - Sarbdeep Atwal - Present, Trustee - Jared Hastey - Present, Board Secretary - Patrick Meagher - Present, Deputy Board Secretary - Kimberly Ford, Present, Field Superintendent - Jess McLaughlin - Present, Attorney - Jesse Barton, Present and Engineer - Sean Minard -Present.					
2. Open Session:					
3. Public Communication: Any person may speak on any topic provided it is within the jurisdiction of the Reclamation District 784. If a person wishes to speak on any agenda item in particular, that person may speak now, or if that person wishes to withhold comment until Board consideration of the item, please inform the Board at this time what agenda item the speaker wishes to address and the Board will solicit additional comment when that agenda item is called. The time allotted for receiving public comment will be limited to no more than five minutes per each individual or group.					
Consent Items:					
4. Approve Board Meeting Minutes – Jared Hastey moved to approve the Board Meeting Minutes. Joe Danna seconded the motion. Motion Carried. Vote: 4 Ayes (Brown, Read, Danna, and Hastey), 0 Nays, 1 Absent (Atwal), and 0 Abstain.					
5. Approve Checks and Warrants – Jared Hastey moved to approve the Checks and Warrants. Joe Danna seconded the motion. Motion Carried. Vote: 4 Ayes (Brown, Read, Danna, and Hastey), 0 Nays, 1 Absent (Atwal), and 0 Abstain.					
Persons Attending					
1. Rick Brown – RD784 Board President					
2. David Read – RD784 Board Vice-President					
3. Joe Danna – RD784 Board Trustee					
4. Jared Hastey – RD784 Board Trustee					
5. Sarbdeep Atwal – RD784 Board Trustee – Late Arrival – 10:08am					
6. Patrick Meagher – RD784 Secretary of the Board					

7. Kimberly Ford – RD784 Deputy Secretary of the Board

8. Jess McLaughlin – RD784 Field Superintendent

9. Sean Minard – RD784 Engineer

10. Jesse Barton – RD784 Attorney – Via Zoom

Items for Discussion and Possible Actions:

6. *Board to Consider Authorizing Reimbursement Payments to Cresleigh Homes Corporation, Plumas 134 L.P., and TRLIA –*

The developer reimbursement agreement program is set up on a “first in, first out” basis. Cresleigh Homes Corporation, Plumas 134, L.P., and TRLIA are eligible to receive semi-annual reimbursement payments at this time. Jared Hastey moved to approve the reimbursement payments to developers listed above. David Read seconded the motion. Motion Carried. **Vote: 5 Ayes (Brown, Read, Danna, Atwal, and Hastey), 0 Nays, 0 Absent, and 0 Abstain.**

7. *Board to Consider TRLIA Request to Amend Pump Station 3, 6, and 10 Reimbursement Agreements –*

The TRLIA reimbursement agreements include language which says all parties are to review the effectiveness of the agreements after 15 years and every 5 years thereafter. On November 17, 2022 staff met with TRLIA to discuss the agreements. The methodology in the 2011 RD 784 Nexus Study explains how outstanding cash reimbursement amounts subject to future payment will be increased annually by the same adjustment factor used to adjust the drainage fee. To help the District out, TRLIA is willing to relieve the District’s obligation to pay annual escalation on all past and future outstanding balances for Pump Stations 3, 6, and 10. Sarbdeep Atwal moved to approve amending the Pump Station 3, 6, and 10 Reimbursement Agreements. Joe Danna seconded the motion. Motion Carried. **Vote: 5 Ayes (Brown, Read, Danna, Atwal, and Hastey), 0 Nays, 0 Absent, and 0 Abstain.**

8. *Board to Consider Awarding 3-Year Livestock Grazing Service Provider Agreement –*

Sealed proposals for livestock grazing services were due at the RD784 office at 2:00 PM on Tuesday, November 8, 2022. Gregory Livestock, who has been providing this service to the District for many years, was the only bidder. The total annual bid is \$189,792.50 which includes a \$14,900.00 optional line item for the Horseshoe Rural Levee if needed. Staff recommends awarding a 3-year agreement with the option, at the District’s sole discretion, to extend the contract for an additional three one-year extensions as described in the bid documents. Sarbdeep Atwal moved to approve the 3-Year Livestock Grazing Service Provider Agreement be awarded to Gregory Livestock. Jared Hastey seconded the motion. Motion Carried. **Vote: 5 Ayes (Brown, Read, Danna, Atwal, and Hastey), 0 Nays, 0 Absent, and 0 Abstain.**

9. *Board to Consider Allowing a Drainage Impact Fee Deferral for the Avondale Self-Storage Project Located at 5958 Avondale Avenue –*

Sarwan Johl, owner/developer of the Avondale Self-Storage project submitted a request to the District to defer drainage impact fees. The drainage impact fees are roughly estimated at \$287,000 and the project has not started yet. David Read moved to approve allowing the drainage impact fees to be deferred until the end of construction and prior to certificate of occupancy, or 18 months after the date the County grading permit is issued, whichever

occurs first, and the rate of the fees owed will be whatever the current fee rate is for that fiscal year. Joe Danna seconded the motion. Motion Carried. **Vote: 5 Ayes (Brown, Read, Danna, Atwal, and Hastey), 0 Nays, 0 Absent, and 0 Abstain.**

10. Board to receive an Update on the Submission of a Yuba LAFCO Application for Adjusting Urban Boundaries – Goldfields 200 Year Levee, WPIC, Bear, and Feather River Setback Levee Areas –

In September 2021, YWA awarded the District funding for adjusting the District's boundaries where necessary along the Goldfields 200-YR, WPIC, Bear, and Feather River Setback Levee areas. Preparation of the Yuba-LAFCO application package is near completion. Prior to submitting a resolution of application to LAFCO, the District is required to conduct a public hearing on the resolution, which will be held at a future Board meeting after posting proper notice.

11. Board to Receive Information Regarding a Letter in Support for Yuba County's Eliza Bend Restoration and Community Resilience Project Grant –

TRLIA, in collaboration with Yuba County will engage in a planning and design process to construct a multi-benefit project at Eliza Bend and the State Cut Channel along the Feather River. The primary objective of the project is to restore shaded backwater and side channel habitat for Spring-run Chinook Salmon and California Central Valley Steelhead on the Feather River. This will be accomplished by re-opening a plug where Eliza Bend meets the Feather River, and additional grading and revegetation throughout the riparian corridor. The proposed project is located approximately 5 miles downstream of the confluence of the Feather and Yuba Rivers. Eliza Bend is a former side channel - now cutoff from the Feather River by a sediment plug. The Feather River Regional Flood Management Program steering committee requested the District and other RFMP members provide a letter in support of this project. The County will apply for the Central Valley Project Habitat & Facilities Improvements grant through USBR for up to 10M. If grant funds are awarded in 2023, the estimated completion date for the project is December 31, 2028. With the consent of Rick Brown, staff provided the letter to meet timeline needs.

12. Board to Consider Authorizing a Pesticide QAC Incentive Program –

This item was deferred to the January 11, 2023 Special Board Meeting after staff was given direction by the Board to have GSRMA's labor attorney take a look at the proposed program.

13. Board to Consider Postponing the Regular January 3, 2023 Board Meeting until Wednesday, January 11, 2023, and Receive the 2023 Board Meeting Schedule –

Joe Danna moved to approve the postponement of the Regular January 3, 2023 Board Meeting until Wednesday, January 11, 2023. Sarbdeep Atwal seconded the motion. Motion Carried. **Vote: 5 Ayes (Brown, Read, Danna, Atwal, and Hastey), 0 Nays, 0 Absent, and 0 Abstain.**

14. Board to Receive the Monthly Budget Snapshot –

The Board was presented with the Monthly Budget Snapshot for the Budget ending November 30, 2022.

15. Field Manager's Report:

Maintenance and Projects Completed

Unit 1

1. LM 1.20 Set blocks behind Cemex.

Unit 2A

1. W/S debris removal adjacent to Island gate.
2. LM 1.00 repair service road rutting from ATV.
3. W/S slope rutting repair LM 1.96.

Unit 2B

1. Pump Station #2
 - Backup generator exercised on 11/14 and 11/28.
 - Vegetation abatement inside and surrounding the pump station (firebreak and slopes).
 - Trash rack debris removal.
 - Tesco EMASS repairs.

Unit 3A

1. PS #6
 - Backup generators exercised on 11/14 and 11/28.
 - Vegetation abatement inside and surrounding the pump station (firebreak and slopes).
 - Tesco EMASS repairs.

Unit 4

1. Pre-Storm checks around all urban levee units.

Units 3B/ 5 / 6 (Horseshoe Levee)

1. Pre-Storm checks around all levee units.

Unit 7

2. Pre-Storm checks around all urban levee units.

Unit 8

1. Pre-Storm checks around all urban levee units.

Unit 9

1. Pump Station #3
 - The backup diesel generator was exercised on 11/14 and 11/28.
 - Vegetation abatement inside and surrounding the pump station (firebreak and slopes).

- Tesco EMASS repairs.
- 2. L/S Set blocks Star Bend/Shoei ramp to deter parking in front of gate.
- 3. LM 0.70 fence welding repair.
- 4. LM 4.00 Country Club reset blocks W/S toe.
- 5. L/S LM 0.50 block set.

Goldfields

1. Brophy gate locking mechanism/handle repair.

Drainage Laterals and Detention Basins

1. Mall ditch debris removal.
2. Anderson mitigation debris removal with Code enforcement.
3. Lateral 9 vegetation abatement VRF # 2.
4. Lateral 10 vegetation abatement VRF # 2.
5. Lateral 11 vegetation abatement VRF # 2.
6. Cal Trans Basin vegetation abatement.
7. Lateral 5 (West side) vegetation abatement and sucker tree removal.
8. Lateral 15 CDF Algodon canal near Feather River Blvd. vegetation abatement.
9. Pond 20 manhole inspection and cleaning.
10. Lateral 12 vegetation abatement VRF # 2.
11. Lateral 14 vegetation abatement VRF # 2.
12. Lateral 14 Curtis Rd. culvert dirt removal.
13. Lateral 15 (N) Homewood truss sucker tree and couch removal.
14. Lateral 13 VRF # 2 golf course vegetation abatement.
15. Lateral 13 sucker tree removal (North of Ella Ave).
16. Pond 18 service gate welding repair.
17. Mall ditch clearing of debris.
18. Lateral 8 vegetation abatement.
19. Lateral 13 (S) vegetation abatement.
20. Lateral 9 culvert cleanout.
21. Lateral 8 culvert cleanout vine removal.
22. Lateral 9-13 cleanout extension ring concrete sack repair.
23. Lateral 20 debris and fallen tree removal.
24. Plumas Lake Canal sucker trees and fallen tree (2) removal.
25. Lateral 15-17 culvert clearing.
26. Lateral 20 sucker tree removal.
27. Lateral 20 tree removal and clearing.
28. Lateral 13 Plumas Lake Golf course VRF # 2.
29. Lateral 13 (N) sucker tree removal VRF # 2.
30. Lateral 16 River Oaks service road vegetation abatement.

31. Lateral 15 (S) sucker tree removal.
32. Pond 18 black iron fence welding repair.
33. Pond 16 basin tractor mowing.
34. Pond 16 borrows site tractor mowing.

Shop, Office, Fleet Vehicles, and Equipment

1. Shop generator was exercised on 11/14 and 11/28.
2. Deep cleaning of the Shop, office, and equipment to further prevent any potential exposure to COVID-19.

Safety / Training

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

Miscellaneous

1. Regularly checked and looked for damages or issues around the district including all RD784 Pump Stations, Levee Units, Olivehurst Pump Station, and Yuba College Flood Fight Coalition supplies storage site.
2. Tesco repairs PS 2, 3, 6, 10, 1, 5, 9. These repairs were noted on our annual EMASS maintenance contract. Various items such as filters, gaskets, hour meters, a transfer switch screen, and retorquing of relays etc.
3. Hand-held radios serviced at Sutter Buttes Comm.
4. Purchase kayak at Walmart for levee inspections.
5. Flood fight training preparation.
6. VRF # 2 completion.
7. Sonitrol site survey for communications over cellular.

16. Administrative Assistant's Report:

Administrative Assistant Monthly Report December 6, 2022

Accounting:

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

Clerical/Office:

1. Impact Fees & Plan Check Fees
 - A. Linda Commons - New Faze Advisors
 - B. 1527 11th Street – Jay Bolcon
 - C. 3774 Feather River Blvd. Feather River Cold Storage
2. Permit Clearance Request Sign Offs
 - A. Lennar – River Oaks North Village 2
 - B. KB Homes – Cobblestone Phase 4
 - C. Cresleigh Homes – Woodside Village 2A

Human Resources:

1. GSRMA Application – RMAP Program – Research, Compile and Submit in Feb 2023
2. ACWA/JPIA Health Insurance – Sent all applications in and Received Temp Cards

Contract Management:

1. 2021-2022 FMAP Grant
2. 2022-2023 FMAP Grant
3. YWA District Boundary Grant – Submitted 2nd Invoice Received Payment – On-Going
4. YWA/DWR IRWMP Grant Preparation – Received Payment
5. TRLIA Goldfields – Maintenance Billing - On-Going
6. Olivehurst Pump Station – Maintenance Billing – On-Going
7. Chestnut Pond Watershed Improvements – Billing – On-Going

Regulatory Compliance:

1. Managing PWC 100 projects
2. Managing Flood Fight Training Sign Ups and Attendance for the Nov. 30, 2022 Flood Fight Training Course at Plumas Lake Golf & Country Club

Contacts:

Angela Yanez @ Yuba County – YCDS, Mark Fowler @ Atteberry Searle, Caroline @ Paychex, Jesse Barton @ Gallery & Barton, Sean Minard @ MHM, Jolie Turk @ YC Treasurer, Jason Little @ DWR, Brian Edinger & Ryan Schimke @ GSRMA, Patrick Soper @ LWA, Eric & Jacob @ Alliant Networking, Jennifer Jensen @ Auditor's, Kyle Close – Permit Runner, Russ Powell @ EPS, and Megan Jonsson @ LWA.

17. General Manager's Report:

General Manager's Report
December 6, 2022

Administration:

1. Meetings: 10/27 USACE LSOG, 10/28 Urban District Boundaries Discussion, 11/1 RD784 and TRLIA Board, 11/04 Levee Tour with Supervisor Blaser, 11/08 FRRFMP, 11/08 Livestock Grazing bid opening, 11/09 DWR Pre-Season Flood Coordination, 11/14 FR Steering Committee, 11/16 IRWMP, 11/23 Yuba-LAFCO

application discussion, Project Follow-Ups with MHM, Staff meetings, and Rotary.

2. Approved employee time off requests and task scheduling.
3. Plan Reviews/Impact Fee Program:
 - A. Tentative Parcel Map subdivide at 3774 Feather River Blvd (*Feather River Cold Storage*)
 - B. *County of Yuba "Friendship Park" – 5669 Cottonwood Avenue*
 - C. Avondale Self-Storage - 5958 Avondale Avenue
 - D. Costco Wholesale – 6000 Lindhurst Avenue.
 - E. Trull RV & Boat Storage – 4131 Hazel St. - *Updated plan in review with MHM*

Projects:

1. 2022-23 DWR Flood Maintenance Assistance Program (FMAP) Grant Application – *Funding approved, pending executed agreement.*
2. Lindhurst Avenue/ Chestnut Pond drainage improvements (County Project).
3. Sonitrol Security upgrades – Working on internet hotspot installations at pump station sites.
4. Unit 5, Levee Mile 1.86 Pipe Replacement – Completed, pending CVFPB final approval.
5. Unit 2A waterside levee rut repairs.

Regulatory Compliance:

1. Monthly pesticide spray use report submitted on-line to the County.
2. Weekly Safety Meetings.

Announcements/Updates:

1. The District employee Christmas Party will be on Friday, December 9th starting at Noon.
2. The District office will be closed on the following dates in observance of the Christmas and New Year's Holidays:
 - Friday, December 23
 - Monday, December 26
 - Friday, December 30
 - Monday, January 2

18. Meeting Adjourned:

The Meeting was adjourned at 10:51am.

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

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

Rick Brown, President

Kimberly Ford, Deputy Board Secretary