



Yuba County, California



**BOARD MEETING AGENDA**

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

**Meeting Description:**

**Reclamation District No. 784 Board of Trustee’s Board Meeting**

**Date: March 5, 2024 Time: 10:00 a.m. Location: Reclamation District 784 Office**

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

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

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

Meeting ID: 810 3885 4262

Passcode: 7842020

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

1-253-215-8782 US

OR

1-301-715-8592 US

Enter Meeting ID: 810 3885 4262

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

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

**Roll Call:** Sarbdeep Atwal – RD784 Board President, David Read – RD784 Board Vice President, Joe Danna – RD784 Trustee, Jared Hastey – RD784 Trustee, Brent Hastey – RD784 Trustee, Kimberly Ford – RD784 Deputy Secretary of the Board, Patrick Meagher – RD784 Secretary of the Board, Tina Moore – 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 –**

<b>5. Approve Checks and Warrants –</b>
<b>6. Board to Authorize TRLIA Reimbursement Payments –</b>
<b>Discussion Items</b>
<b>7. Board to Consider Renewing a Land Lease Between RD784 and the Linda Fire Department –</b>
<b>8. Board to Consider Authorizing the General Manager to Apply for a Cost Share Grant to Pull, Inspect, and Rehabilitate Pumps at Pump Stations 7 and 9 –</b>
<b>9. Board to Receive Information About the CITRIS and Yuba Water Flood Risk Reduction Research Project –</b>
<b>10. Public Employee Evaluation and Consider Compensation Increase – General Manager –</b>
<b>11. Board to Receive the Monthly Budget Snapshot –</b>
<b>12. Field Manager’s Report -</b>
<b>13. Administrative Assistant’s Report -</b>
<b>14. General Manager’s Report -</b>
<b>15. Board Reports -</b>
<b>16. Adjournment -</b>
<b>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.</b>
<b>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.</b>

Reclamation District 784  
Regular Board Meeting Agenda Briefing  
March 5, 2024

**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=OTQwRDRvdFI5akVwcEdRK3RLSUCUT09>

Meeting ID: 810 3885 4262

Passcode: 7842020

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

Consent Items:

4. Approve Minutes:
5. Approve Checks and Warrants:
6. Board to Consider Authorizing TRLIA Reimbursement Repayments: The developer reimbursement agreement program is set up on a "first in, first out" basis. Semi-annual repayments are based on percentages as outlined in each individual reimbursement agreement for drainage impact fees collected every 6 months. TRLIA is eligible at this time to receive repayments for pump stations 6 and 10. (See Handout)

Discussion Items:

---

7. Board to Consider Renewing a Land Lease Between RD784 and the Linda Fire Department: Background: The District has been leasing 1.05 acres of land next to the District office to the Linda Fire Department since 1983. Once renewed, the term will be for 10 years with an additional optional automatic renewal of one 5-year period. The annual lease fee from 2012 – 2022 was \$225.00. The new lease includes a fee increase to \$275.00. The actual building and fixtures are owned by the fire department. (See Handout)

8. Board to Consider Authorizing the General Manager to Apply for a Cost Share Grant to Pull, Inspect, and Rehabilitate Pumps at Pump Stations 7 and 9: Pump Stations 7 and 9 are both approximately 50 years old. Each pump station has two pumps with motors. Although all pumps currently function, staff recommends after flood season having a contractor pull, inspect, and rebuild, all pump shafts, impellers, and motors. The estimated cost for both pump stations is \$150,000. Staff recommends submitting a grant request for \$135,000 with a \$15,000 (10%) cost share provided by the District. (See Map Handouts)
  
9. Board to Receive Information About the CITRIS and Yuba Water Flood Risk Reduction Research Project: CITRIS (Center for Information Technology Research in the Interest of Society), is a 2-year research project that YWA in partnership with UC Berkely and other campuses is launching to look at new ways of monitoring levees throughout Yuba County by using sensing technologies to monitor ground movements. In recent years, advances in various forms of modern technology has attracted new methodologies for infrastructure monitoring. At the request of YWA, staff and MHM provided 3 locations to be part of the program which will include Lidar flights with other remote sensing data such as infrared readings to monitor for subsidence, slipping, and/or erosion along the levees. The locations provided by the District include the Bear River setback levee, the southern end of unit 4 (WPIC), and the southern end of unit 2B. The project will be at no cost to the District. (See Handout)
  
10. Public Employee Evaluation and Consider Compensation Increase – General Manager: The General Manager's 4-year anniversary was on January 1, 2024. The GM is requesting the Board to evaluate performance. The last compensation increase was awarded at the March 7, 2023 Board meeting. (See Salary Survey)
  
11. Board to Receive the Monthly Budget Snapshot:

**TRLIA Reimbursement Agreement Payments Due**

Basin B

**TRLIA – Pump Station 3 - Executed 02.19.2013**

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

*\*No Impact Fees Were Collected in Basin B During the Preceding 6 Months*

Current Balance	\$	70,108.30
<b>Repayment Due</b>	\$	<b>0.00</b>
Ending Balance	\$	70,108.30

Basin C

**TRLIA – Pump Station 6 - Executed 12.08.2007**

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

Current Balance	\$	1,321,924.68
<b>Repayment due</b>	\$	<b>1,555.12</b>
Ending Balance	\$	1,320,369.56

**TRLIA – Pump Station 10 - Executed 01.15.2008**

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

Current Balance	\$	87,578.22
<b>Repayment due</b>	\$	<b>443.29</b>
Ending Balance	\$	87,134.93

## LAND LEASE AGREEMENT

### I. PREAMBLE

THIS LAND LEASE AGREEMENT is made and entered into as of the last date signed below by and between Landlord and Tenant, as described in the following basic lease information. Landlord and Tenant hereby agree as follows:

### II. RECITALS

**Purpose of Agreement.** This LAND LEASE AGREEMENT is given by LANDLORD: **Reclamation District 784 ("RD 784")**, a reclamation district formed under the laws of the State of California, for the purpose of leasing land (Approximately 1.05 acres of land described in EXHIBIT A, attached hereto and incorporated herein by this reference; this land is a part of the parcel of real property, "LANDLORD'S PROPERTY," owned by LANDLORD, located at Arboga and Broadway, more particularly described in EXHIBIT A.) to TENANT: **Linda Fire Protection District**, a special district formed under the State of California's Fire Protection District Law.

**Headings and Recitals.** The headings in this LAND LEASE AGREEMENT are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement. **The LAND LEASE AGREEMENT Recitals are hereby incorporated herein and made part of this LAND LEASE AGREEMENT.**

**Counting Days Defined.** The number of days specified in any provision of this LAND LEASE AGREEMENT shall be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, in which case it shall be excluded. Any act required by this LAND LEASE AGREEMENT to be performed by a certain day is timely performed if completed before 5:00 p.m. local time on that date. If the day for performance of any obligation under this LAND LEASE AGREEMENT is a Saturday, a Sunday, or a legal holiday, then the time for performance of that obligation is extended to 5:00 p.m. local time on the first day following that is not a Saturday, Sunday, or legal holiday. As used in this section "legal holiday" means the day designated as "holiday" in [e.g., *California Government Code §§6700-6716*].

**Breach Defined.** Failure of either party to perform the LAND LEASE AGREEMENT'S covenant(s) without a legally accepted excuse for nonperformance constitutes a breach of the LAND LEASE AGREEMENT. The breach may result from failure to make payments or failure to perform other covenants required by the LAND LEASE AGREEMENT (i.e. including but not limited to: failing to perform, not insuring property, or not meeting statutory requirements).

**Interpretation:** This LAND LEASE AGREEMENT shall be deemed to have been prepared equally by the parties, and the LAND LEASE AGREEMENT, and any provision thereof, shall not be construed or interpreted any more favorably for any one party on the basis that the other party prepared it.

**Governing Law; Venue:** This LAND LEASE AGREEMENT is made under and shall, in all respects, be interpreted, enforced, and governed by the laws of the State of California. In the event of

a dispute concerning the terms of this LAND LEASE AGREEMENT, the venue for any legal action shall be the Superior Court of the State of California, in and for the County of Yuba, State of California.

### III. OPERATIVE CONTRACTUAL PROVISIONS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### ARTICLE 1 BASIC LEASE INFORMATION

1.1 **DEFINED TERMS.** In addition to the terms, defined elsewhere in this Lease, the following terms shall have the following meaning:

(a) **LANDLORD:** Reclamation District 784 ("RD 784") is a reclamation district formed under the laws of the State of California.

(b) **LANDLORD'S ADDRESS:**

RECLAMATION DISTRICT 784  
Patrick Meagher, General Manager  
1594 Broadway Road  
Arboga, CA 95961

(c) **TENANT:** Linda Fire Protection District is a special district formed under the laws of the State of California's Fire Protection District Law.

(d) **TENANT'S ADDRESS:**

LINDA FIRE PROTECTION DISTRICT  
Chief Kyle Heggstrom  
1286 Scales Avenue  
Marysville, CA 95901

(e) **LEASED LAND:** Approximately 1.05 acres of land described in EXHIBIT A, attached hereto and incorporated herein by this reference, and is a part of the parcel of real property owned by LANDLORD, located at Arboga and Broadway ("LANDLORD'S PROPERTY"), more particularly described in EXHIBIT A.

(f) **LAND LEASE AGREEMENT FEES:** LAND LEASE AGREEMENT FEES are those FEES due on or before January 1st of each year for the privilege of utilizing the LEASED LAND described in section 1.1(e) and further depicted in EXHIBIT A. The LEASE YEAR

shall run from the January 1st to December 31st of every year (See section 3.2, below).

**PERMITTED USE:** The LEASED LAND may be used for the purposes of operating a fire station in the existing building currently being used for those same purposes by TENANT. Such purposes include the management of that facility and its supervision while complying with all policies, rules, and regulations of LANDLORD, the STATE, and or governing agencies as they now are or may hereinafter exist with respect to the use of the LEASED LAND.

(g) **IMPROVEMENTS:** An improvement is any structure that is attached to the land. Improvements to the above-mentioned LEASED LAND currently consist of one building that is being utilized as a fire station for the service of and for the protection of the community at large. This IMPROVEMENT is owned by TENANT. For depiction of this improvement, see EXHIBIT B [containing three (3) photographs of the IMPROVEMENT].

(h) **EXHIBITS:** Any LAND LEASE AGREEMENT Exhibits that have been attached to this LAND LEASE AGREEMENT document are attached hereto and incorporated herein by this reference and made part of this LEASE, and are as executed contemporaneous herewith or as mutually modified in the future, are as follows:

EXHIBIT A: Description of the land [1 page]

EXHIBIT B: Depiction of the Improvement(s) [3 photographs—3 pages]

## **ARTICLE 2**

### **ORIGINAL LAND LEASE AGREEMENT**

#### **2.1 ORIGINAL and SECOND LAND LEASE AGREEMENT:**

The original LAND LEASE AGREEMENT, signed and agreed to by both parties, was for TENANT to pay LANDLORD \$100.00 per year for 25 years.

The original LAND LEASE AGREEMENT began in 1983 and ended in 2008.

The second LAND LEASE AGREEMENT, signed and agreed to by both parties, was for TENANT to pay LANDLORD amounts owing under the original lease and \$225 per year from 2012 to 2022.

## **ARTICLE 3**

### **TERMS OF LAND LEASE AGREEMENT**

#### **3.1 TERMS.**

(a) **LAND LEASE AGREEMENT TERMS:** The term of the LAND LEASE AGREEMENT shall be ten (10) years with an additional optional automatic renewal of one five (5) year period. The ten (10) year initial term shall start on December 31, 2022, and terminate on December 31, 2032. The optional five (5) year renewal shall terminate on December 31, 2037. The LEASE YEAR shall run from the January 1st to December 31st



(including each year of renewal); LAND LEASE AGREEMENT FEES for the subsequent year are due on or before December 31 of each year (as described in section 3.2(c), below) unless THE LAND LEASE AGREEMENT is terminated sooner in accordance with provisions of this LAND LEASE AGREEMENT.

In the event that TENANT ceases using the LEASED property for the permitted use as described in this LAND LEASE AGREEMENT, the lease shall expire within ninety (90) days of written notice from LANDLORD to TENANT. After the expiration of the above-described lease term, and if necessary, LANDLORD may terminate this LEASE by giving TENANT three (3) months written notice of termination.

It is, however, the intent of LANDLORD that TENANT shall have the right to negotiate a new lease with LANDLORD at the end of the automatic renewal limit (after 15 years). LANDLORD further assures TENANT that LANDLORD will not arbitrarily oust TENANT from the premises at the end of that time and will give TENANT time to negotiate a new contract with LANDLORD. LANDLORD and TENANT must both act in good faith in negotiating a new contract.

(b) EFFECTIVE DATE: This LAND LEASE AGREEMENT will become effective upon execution of this document but shall relate back to December 31, 2022.

(c) ANNUAL LEASE FEES: **\$275.00 is due annually, payable on or before January 1st of each year. For the third year of the LAND LEASE AGREEMENT (i.e. the year 2025), the fees are due before December 31, 2024.**

(d) SECURITY DEPOSIT: None.

3.2 LAND LEASE AGREEMENT. LANDLORD hereby demises and leases to TENANT the land, and TENANT shall lease the land from LANDLORD, according to the terms and conditions of this LAND LEASE AGREEMENT. The duration of this LAND LEASE AGREEMENT will be for the TERM described in section 3.2(a).

3.3 USE. TENANT shall use the land only for PERMITTED USE described in section 1.1(g), above. TENANT shall not allow the land to be used for any unlawful purposes. TENANT will not commit waste on the land. TENANT shall not erect signs or other improvements on the land without the approval of the LANDLORD; approval of which may be withheld unless such signs are required by state or federal law, in which case such approval shall not be unreasonably withheld or delayed. TENANT will keep and maintain the IMPROVEMENTS in good condition and repair. TENANT will keep the land free from all trash, debris, and waste. TENANT will not allow any hazardous materials to contaminate the land.

LANDLORD will provide TENANT with access to the land three-hundred-sixty-five (365) days a year, subject to limitations set forth in this agreement. Notwithstanding anything to the contrary contained in this LAND LEASE AGREEMENT, if, in the exercise of any rights hereunder, TENANT, its licensee, or agents shall cause damage to the LANDLORD'S property, TENANT shall, after receipt of a statement from LANDLORD evidencing the amount of such damage, pay

LANDLORD the costs to repair such damage.

3.4 **DELIVERY OF POSSESSION.** LANDLORD will deliver possession of the land to TENANT upon the execution of this LAND LEASE AGREEMENT "AS-IS" in its present condition. TENANT acknowledges neither LANDLORD nor its agents or employees have made any representations or warranties as to the suitability or fitness of the land for the conduct of TENANT'S business or as to the physical condition of the land, nor has LANDLORD or its agents or employees agreed to undertake any alterations or construct for TENANT any improvements to the land.

3.5 **GOVERNMENTAL APPROVALS:** TENANT shall, at its sole cost and expense before the date of EXECUTION of this LAND LEASE AGREEMENT, apply for and obtain all licenses, permits, approvals, required by any local, state or federal governmental authorities for its USE of the land, including without limitation, all applications for zoning variances, zoning ordinances, building code variances, amendments, special use permits, and construction permits and other licenses and approvals necessary for the operation of TENANT'S USE of the land (collectively, "GOVERNMENTAL APPROVALS"). LANDLORD shall not be required to expend any money in such cooperation. TENANT understands and agrees that TENANT'S right to USE the land is contingent upon TENANT obtaining and continually maintaining in full force and effect all GOVERNMENTAL APPROVALS.

3.6 **ACCESS.** TENANT shall be provided access to the land, across LANDLORD'S property as more particularly depicted in EXHIBIT A. In accessing the land, TENANT shall not in any manner block access or interfere with any of LANDLORD'S operations or other facilities. LANDLORD, shall have the right upon ten (10) days prior written notice to TENANT, to relocate any access drive or driveway to another location on LANDLORD'S property, as long as TENANT'S access to and use of the land is not **materially** affected.

#### ARTICLE 4

##### **LAND LEASE AGREEMENT FEES, UTILITIES, TAXES AND LIABILITY**

4.1 **ANNUAL LAND LEASE AGREEMENT FEES.** Upon execution of this LAND LEASE AGREEMENT, TENANT shall pay LANDLORD \$750 for drafting this LAND LEASE AGREEMENT. Annual LAND LEASE AGREEMENT FEES shall be in the sum of \$275.00 per year, paid annually on or before December 31 of each year. Annual LAND LEASE AGREEMENT FEES will be paid to LANDLORD, RECLAMATION DISTRICT 784, General Manager, 1594 Broadway Road, Arboga, CA 95961, or to such other person, firm or place as LANDLORD may from time to time, designate in writing.

4.2 **UTILITIES.** TENANT shall, at its sole cost and expense, arrange for electricity, water, gas, and other utilities necessary for TENANT'S operations to be provided to the land directly from such providers. TENANT shall be billed directly for the use of such services, and shall promptly pay the provider when due.

4.3 **TAXES.** In addition to rent, TENANT shall pay additional taxes or assessments, if any, which may be levied or charged to LANDLORD as a result of TENANT'S use or occupancy of the land, including but not limited to, assessments upon or measured by rent, including without limitation, any gross revenue tax, excise tax, or value added tax levied by the federal government or

any other governmental body with respect to the receipt of rent; and upon this transaction or any document to which TENANT is a party creating or transferring an interest or an estate in the land. TENANT shall promptly pay all personal property taxes on TENANT'S IMPROVEMENT(S) and personal property and any other taxes payable by TENANT as due.

4.4 **LIMITATION ON LIABILITY.** LANDLORD will not be in default under this LEASE or be liable to TENANT or any other person, for direct or consequential damages, or otherwise, for any failure to supply any electricity, water, gas, security, or other utilities, or for surges or interruptions of electricity, or other such services or utilities.

## **ARTICLE 5** **INSURANCE**

5.1 **TENANT'S INSURANCE:** At all times from the execution of the LAND LEASE AGREEMENT until its cessation, TENANT will carry and maintain at TENANT'S own expense, the following insurance in the amounts specified below or such other amounts as LANDLORD may from time to time reasonably request.

(a) Bodily injury and property damage liability insurance, with an adequate amount to be included for such single occurrence as may be deemed provident. All such insurance will be equivalent to coverage offered by a Commercial General Liability firm including, without limitation, personal injury, death of persons or damage to property occurring in, on, or about the land, and contractual liability coverage for the performance by TENANT of the indemnity agreements set forth in this LEASE.

(b) Insurance covering IMPROVEMENT(S), and any other personal property owned by TENANT located on or about the land, and any leasehold IMPROVEMENT(S) to the land, in an amount not less than the full replacement cost. Property forms will provide coverage on a broad form basis insuring against **all risks of direct physical loss.**

(c) Worker's compensation insurance insuring against and satisfying TENANT'S and any licensee's obligations and liabilities under the worker's compensation laws of the state where the land is located, including employer's liability insurance in the limits required by the laws of the state where the land is located.

## **ARTICLE 6** **INDEMNIFICATION, WAIVER AND RELEASE**

6.1 **TENANT'S INDEMNIFICATION.** From and after execution of this LEASE, TENANT assumes all risks of its own operations, and those of its agents, independent contractors, and any licensees, shall indemnify, defend and hold LANDLORD, its employees, directors, trustees, officers, contractors and agents harmless from and against, any and all demands, claims, causes of action, fines, penalties, damages, including consequential damages, liabilities, judgments, and expenses including, without limitation, reasonable attorneys' fees and expert witness fees, which may arise out of or relate to the following:

(a) the use or occupancy or manner of use or occupancy of the land by TENANT or

any person claiming under TENANT;

(b) any activity, work, or thing done or permitted by TENANT in or about the land;

(c) any injury, loss or damage to the person, property or business of TENANT, its employees, agents, or contractors or any invitees entering upon the land under the express or implied invitation of officers or agents by reason of any such claim for which TENANT has indemnified LANDLORD. TENANT, upon written notice from LANDLORD, will defend the same at TENANT'S expense with counsel reasonably satisfactory to LANDLORD.

(d) TENANT'S obligations under this section shall survive the expiration or other termination of this LEASE. The TENANT shall have each of its agents, independent contractors, and any licensees sign an agreement in favor of LANDLORD that obligates each of TENANT'S agents, independent contractors, and any licensees, indemnify LANDOWNER in accordance with the terms of this LAND LEASE AGREEMENT and promptly provide LANDLORD with copies of such agreements.

6.2 **WAIVER AND RELEASE.** TENANT, as a material part of the consideration to LANDLORD for this LEASE, by this section waives and releases all claims against LANDLORD, its directors, officers, employees and agents with respect to all matters for which LANDLORD has disclaimed liability pursuant to the provisions of this LEASE.

## **ARTICLE 7**

### **MAINTENANCE AND REQUIREMENTS OF LAW**

7.1 **MAINTENANCE.** TENANT shall at all times throughout the TERM, at its sole cost and expense, maintain and repair the land, the IMPROVEMENTS, and all trade fixtures and personal property of TENANT located thereon.

As regards the water and sewer system costs and maintenance, historically LANDLORD and TENANT have shared fiscal responsibility for maintenance of these systems. LANDLORD and TENANT desire to continue this course of conduct as regards MAINTENANCE; therefore, LANDLORD and TENANT shall share equally in only these MAINTENANCE costs.

7.2 **COMPLIANCE WITH LAWS.** For the purposes of this Article, "Applicable Laws," means all laws, statutes, ordinances and governmental rules, regulations, or requirements now in force or in force after the COMMENCEMENT DATE, the requirements of my board of fire underwriters or other similar body constituted now or after the COMMENCEMENT DATE, and any direction or permanent occupancy certificate issued pursuant to any law by the public officer or officers, as well as the provisions of all recorded documents affecting the land. At its sole cost and expense, TENANT will promptly comply with Applicable Laws insofar as they relate to the following:

(a) TENANT'S use, occupancy, or alteration of the land;

(b) The condition of the land resulting from TENANT'S use, occupancy, or alteration of the land; or

- (c) Alterations to the land required as a result of TENANT'S status under Applicable Laws.

## **ARTICLE 8** **END OF TERM**

8.1 **SURRENDER.** Upon expiration or earlier termination of this LEASE agreement, TENANT shall surrender possession of the land to LANDLORD. Within sixty (60) days following the expiration or termination of this LEASE, and neither party intends to renew the LEASE or negotiate a new LEASE, TENANT shall remove all of its equipment or trade fixtures that have been stored or installed (and that they intend to keep) in the building pursuant to this LEASE. At LANDLORD's option, the TENANT shall leave the building in its current form and transfer ownership to LANDLORD.

8.2 **FUTURE CONTIGENCIES.** TENANT already owns land for a new fire station to replace the current Broadway building. However, no building for a new station will occur until significant additional housing development in the local area occurs and additional funds are generated. That same significant additional housing development is also expected to prompt Yuba County ("County") to extend Arboga Road South across the RD784 parcel, making the current operation impossible.

If, during this LAND LEASE AGREEMENT, the above-described events occur and the COUNTY decides to extend Arboga Road South across the RD784 parcel making the current LAND LEASE AGREEMENT untenable, then this LAND LEASE AGREEMENT shall terminate not later than thirty (30) days after the County authorization with TENANT required to transfer IMPROVEMENTS to LANDLORD. In consideration, LANDLORD shall release TENANT from any further obligations under this LAND LEASE AGREEMENT.

## **ARTICLE 9** **DEFAULT**

9.1 **EVENTS OF DEFAULT.** The following events are referred to, collectively, as "Events of Default" or, individually, as an "Event of Default";

- (a) Tenant defaults in the due and punctual payment of rent, and such default continues for thirty (30) days after written notice from LANDLORD;
- (b) TENANT vacates or abandons the premises;
- (c) This LAND LEASE AGREEMENT or the premises or any part of the premises taken upon execution or by other process of law directed against TENANT, or are taken upon or subject to any attachment by any creditor of TENANT or claimant against TENANT, and attachment is not discharged within fifteen (15) days;
- (d) Voluntary or involuntary proceedings under any bankruptcy, insolvency or reorganization or arrangement under the bankruptcy laws of the United States or insolvency act of any state and if such proceeding is not dismissed within sixty (60) days after such

institution;

(e) TENANT purports to assign this LAND LEASE AGREEMENT, or sublet all or a portion of the premises, in violation of the terms hereof;

(f) Any recordation in violation of this LAND LEASE AGREEMENT; or,

(g) TENANT breaches any of the other agreements, terms, covenants or conditions which this LAND LEASE AGREEMENT requires TENANT to perform, and such breach continues for a period of thirty (30) days after written notice from LANDLORD to TENANT or, if such breach cannot be cured reasonably within such period, if TENANT fails to diligently commence to cure such breach within the thirty (30)-day written notice from LANDLORD and to complete such cure within a reasonable time thereafter.

(h) LANDLORD breaches any of the other agreements, terms, covenants or conditions which this LAND LEASE AGREEMENT requires LANDLORD to perform, and such breach continues for a period of thirty (30) days after written notice from TENANT to LANDLORD or, if such breach cannot be cured reasonably within such period, if LANDLORD fails to diligently commence to cure such breach within the thirty (30)-day written notice from TENANT and to complete such cure within a reasonable time thereafter.

**9.2 REPLACEMENT OF STATUTORY NOTICE REQUIREMENTS.** When this LAND LEASE AGREEMENT requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices required by *California Code of Civil Procedure Section 1161* or any similar or successor statute. When a statute requires service of notice in a particular manner, service of that notice (or a similar notice required by this LEASE) in the manner required by Article 10.6 shall replace and satisfy the statutory service of notice procedures, including those required by *California Code of Civil Procedure Section 1162* or any similar or successor statute.

**9.3 REMEDIES.** If any one or more EVENTS OF DEFAULT set forth in Article 9.1 occurs, then the non-defaulting party has the right, at its election to the following:

(a) To cure any EVENT OF DEFAULT and to charge the non-defaulting party for the cost of effecting such cure, including without limitation, reasonable attorneys' fees and interest provided that non-defaulting party will have no obligation to cure any such EVENT OF DEFAULT.

(b) The non-defaulting party's rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to injunctive relief, specific performance and damages. The exercise or beginning of exercise by the non-defaulting party of any one or more rights or remedies, provided herein or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by the non-defaulting of any or all other rights or remedies provided for in this LAND LEASE AGREEMENT or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive.

**ARTICLE 10**  
**GENERAL PROVISIONS**

10.1 **QUIET ENJOYMENT.** As long as TENANT performs all covenants and obligations contained in this LAND LEASE AGREEMENT, LANDLORD warrants quiet enjoyment of the land by TENANT; provided that LANDLORD, its agents or representatives, and any other person authorized by LANDLORD, may enter upon the land for the purpose of inspecting the land, to perform maintenance, for any emergency, or for any other reasonable purpose. Any entry onto or inspection of the land shall not constitute eviction of the TENANT, either whole or in part.

10.2 **CONDEMNATION.** In the event of a notice of condemnation or other taking by any governmental agency of all or a portion of the land necessary for TENANT'S operation of its business thereon, this LEASE will terminate and the IMPROVEMENT deeded to RD784, as described in section 8.2.

10.3 **LIENS.** TENANT will keep the land free and clear of all mechanics' liens and other liens on account of work done for TENANT or persons claiming under TENANT.

10.4 **ASSIGNMENT AND SUBLETTING.** TENANT may not assign or sublet its interest in this LAND LEASE AGREEMENT or the land without the prior written approval of LANDLORD, which approval may be withheld in LANDLORDS sole and absolute discretion. This LEASE shall otherwise inure to the benefit of and be binding upon the successors and assigns of the parties. A completed reorganization involving TENANT under the Cortese-Knox-Hertzberg Local Government Reorganization Act Of 2000 (*Government Code §§ 56000, et seq.*) is not an assignment or subletting for purposes of this provision.

10.5 **LIMITATION ON LIABILITY.** TENANT specifically agrees to look solely to LANDLORD'S interest in the land for the recovery of any judgments against LANDLORD to the extent that LANDLORD'S interest in the land covers such liability. In the event a judgment exceeds LANDLORD'S interest in the land, TENANT may proceed against LANDLORD'S other assets to satisfy such judgment. It is agreed that LANDLORD, its officers, directors, employees and anyone claiming under LANDLORD, will not be personally liable for any such judgments. Likewise, TENANT'S elected and appointed officers, directors, and employees, will not be personally liable for any judgments against TENANT or anyone claiming under TENANT. The provisions contained in the preceding sentences are not intended to, and will not, limit any right that TENANT might otherwise have to obtain injunctive relief against LANDLORD.

10.6 **NOTICES.** All notices and other communications required or permitted under this LEASE shall be in writing and shall be given as follows:

- (a) by United States first class mail, postage prepaid, registered or certified, return receipt requested;
- (b) by hand delivery (including by means of a professional messenger service); or
- (c) by delivery from a nationally recognized overnight delivery service that routinely issues receipts, which notice shall be addressed to the party to whom such notice is being given, at their address set forth in section 1.1, above.

Any such notice or other communication shall be deemed to be effective when actually received or rejected.

Either party may by similar notice given change the address to which future notices or other communications shall be sent.

10.7 **INSPECTION**. LANDLORD reserves the right-to-enter, at any time, upon twenty-four (24) hours advance notice to TENANT, the land to inspect the same.

10.8 **NO WAIVER**. The waiver by either LANDLORD or TENANT of any agreement, condition, or provision contained in this LAND LEASE AGREEMENT will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this LEASE.

10.9 **AUTHORITY**. TENANT and the party executing this LAND LEASE AGREEMENT on behalf of TENANT represent to LANDLORD that such party is authorized to do so by requisite action of the board of directors, city council, or other appropriate agency, as the case may be, and agree, upon request, to deliver to LANDLORD a resolution or other similar document to that effect.

10.10 **GOVERNING LAW**. This LAND LEASE AGREEMENT shall be governed by and construed pursuant to the laws of the State of California.

10.11 **CAPTIONS**. The captions of the various Articles and Sections of this LAND LEASE AGREEMENT are for convenience only and do not necessarily define, limit, describe or construe the contents of such Articles or Sections.

10.12 **RECORDATION**. TENANT shall not record this LAND LEASE AGREEMENT in the public records without the express approval and written authorization of LANDLORD.

10.13 **SEVERABILITY**. If any provision of this LAND LEASE AGREEMENT proves to be invalid, illegal, or unenforceable, the remainder of this LAND LEASE AGREEMENT shall not be affected by such finding, and in lieu of each provision of this LAND LEASE AGREEMENT that is invalid, illegal, or unenforceable, a provision will be added as a part of this LAND LEASE AGREEMENT as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and be valid, legal, and enforceable.

10.14 **ENTIRE AGREEMENT; AMENDMENT**. This LAND LEASE AGREEMENT contains the entire agreement between LANDLORD and TENANT. No amendment, alteration, modification of, or addition to the LAND LEASE AGREEMENT will be valid or binding unless expressed in writing and signed by both LANDLORD and TENANT.

10.15 **ATTORNEYS' FEES**. If any action is instituted by either party to this LAND LEASE AGREEMENT to enforce any of the terms of this LAND LEASE AGREEMENT the prevailing party shall be entitled to receive from TENANT its reasonable attorneys' fees, expert witness fees, costs, and expenses.



**IN WITNESS WHEREOF**, this AGREEMENT, given by RECLAMATION DISTRICT 784, a reclamation district formed under the laws of the State of California for the benefit of LINDA FIRE PROTECTION DISTRICT agrees to the above covenants. NOTICE: This document requires an ACKNOWLEDGMENT (included, below).

I consent to the LAND LEASE AGREEMENT and I agree to be bound by it.

Executed in Yuba County, California.

**LANDLORD:**  
**RECLAMATION DISTRICT 784**

**TENANT:**  
**LINDA FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Date \_\_\_\_\_

Date \_\_\_\_\_

I have examined all pages of each EXHIBIT. I have dated and initialed each page (see Section 1.1(f-h), above, for EXHIBIT(S) information).

**LANDLORD:**  
**RECLAMATION DISTRICT 784**

**TENANT:**  
**LINDA FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Date \_\_\_\_\_

Date \_\_\_\_\_

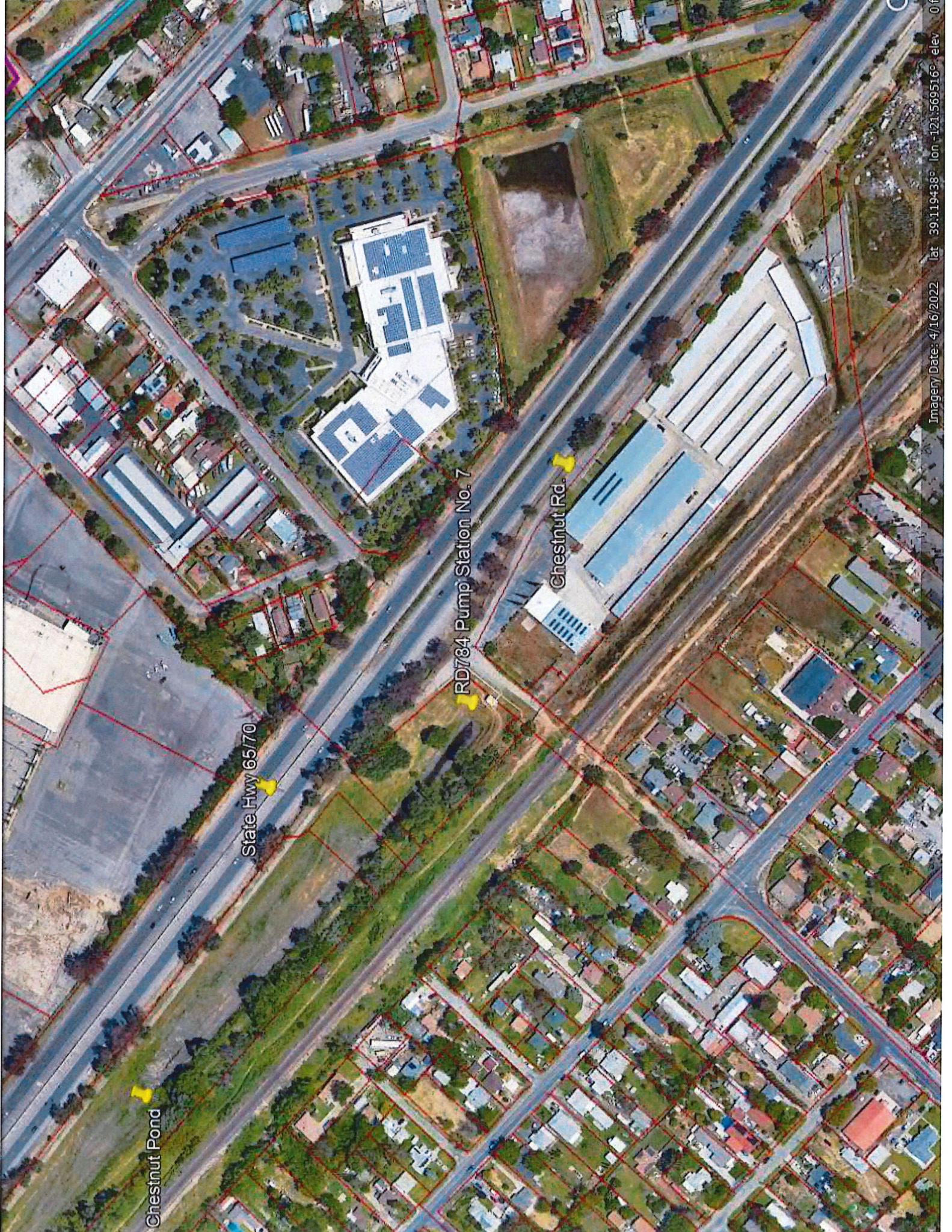
**EXHIBIT A**  
**DESCRIPTION OF LEASED LAND**

LEASED LAND is that parcel of land situated in section 20, Township 14 north range 4 east, M.D.M., Yuba County, California; also being a portion of lot 5 block 20, on that certain subdivision map entitled: Arboga Colony, which is on file in the Office of the County Recorder, County of Yuba, State of California, Book 1 of Maps, page 31, particularly described as follows:

Commencing at the northwest corner of said lot 5, block 20; thence running easterly along the north line of said lot 5, and the centerline of a county road known as Broadway, east - 257.03 feet; thence leaving said centerline along a line parallel to the west boundary of the right-of-way of Sacramento Northern Railway, formerly the Northern Electric Railway Company, S 17° 31' E - 31.46 feet to the northeast corner of block 76, as shown upon the map entitled, "ARBOGA TOWNSITE" on file in the Office of the County Recorder, County of Yuba, State of California, Book 1 of Maps, page 32, and the true point of beginning of the herein described parcel; thence from said true point of beginning and along the south right-of-way line of Broadway, east - 125.00 feet; thence southeasterly along a line parallel to the westerly right-of-way line of said railroad, S 17° 31' E - 385.00 feet; thence west - 125.00 feet to a point on the easterly line of said block 76; thence northwesterly along the easterly line of said block 76, also being a line parallel to the westerly line of said railroad, N 17° 31' W - 385.00 feet to the place of beginning containing 1.05 acres.

**EXHIBIT B**  
**DEPICTION OF LEASED LAND**





Chestnut Pond

State Hwy 6570

RD784 Pump Station No. 7

Chestnut Rd.



Pump Station 9

Island Ave



# CITRIS and Yuba Water Flood Risk Reduction Project

February 2024

# What is CITRIS?

- University of California group that creates IT solutions for society's most pressing challenges
- Leverages research strengths of UC campuses at Berkeley, Davis, Merced and Santa Cruz
- Operates within the UC greater ecosystem and the innovative and entrepreneurial spirit of Silicon Valley
- Strengthens bridges between world-class laboratory research, state and national policymakers, and companies and startups creating new applications and reshaping entire industries
- Shaping the future of technology in ways that cross traditional boundaries



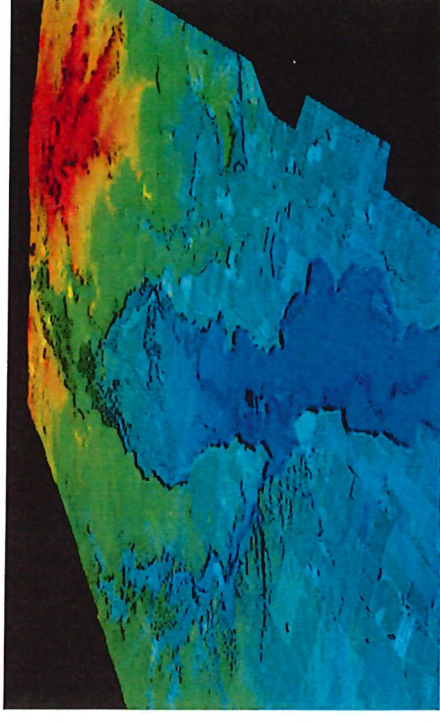
**CITRIS**  
AND THE  
BANATAO  
INSTITUTE



# What Is the Flood Risk Reduction Project?

Using new sensing technologies to monitor ground movements of levees

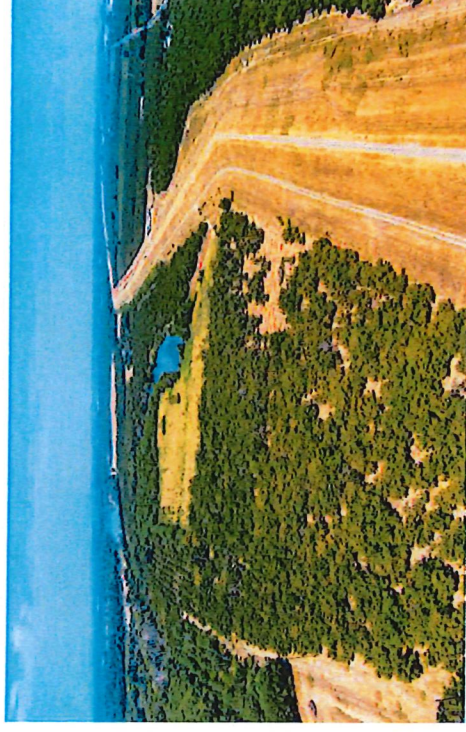
- Routine LiDAR flights of the levees and channel banks to monitor for subsidence, slipping, and/or erosion
- Fuse the LiDAR data with other remote sensing data to provide a better assessment of the health of the levees
- Trials of innovative sensing technologies for real-time monitoring of selected local levee sites where the failure risk is high





# Where Is the Project Located?

- 8 locations throughout the County in each Reclamation District
- Diversity of locations, age of the levee, material type, and other factors will help with the understanding of the different technology
- Work closely with the reclamation districts to implement technology





### 2024 GM Salary Survey

Agency	Location	No. Pump Stations	No. Levee Miles	No. Drainage Miles	No. Employees	GM Salaries
RD784	South Yuba Co.	11	35	60	8	\$132,000
Levee District 1	Sutter Co.	0	28	0	5	\$148,720
RD70/RD1660/Meridian Farms/Butte Slough/Tisdale Irrigation	Sutter Co.	15	35	Irrigation to Approx. 17K Acres	5	\$150,000
RD 900	West Sac.	11	16	40	6	\$162,000
American River Flood Control	Sacramento	0	40	0	10	\$200,000
RD 1000	Natomas	7	46	180	14	\$221,290



5255/Job #	Security Patrol	\$	45,000.00	\$	20,020.00	\$	24,980.00
5473/Pump #	Sonitrol Security Monitoring	\$	27,000.00	\$	12,381.78	\$	14,618.22
7180	Water Service	\$	3,200.00	\$	2,818.66	\$	381.34
7160	Office Repairs	\$	5,000.00	\$	5,253.08	\$	(253.08)
7190	Legal Ads/Notices	\$	5,000.00	\$	2,360.39	\$	2,639.61
7235	Shop Labor	\$	20,000.00	\$	6,847.78	\$	13,152.22
7235	Newspaper Service	\$	200.00	\$	166.24	\$	33.76
7155	Shop Materials, Supplies, Tools, & Misc. Expenses	\$	15,000.00	\$	4,326.49	\$	10,673.51
6001/6002	Vehicle & Equipment Maintenance & Repairs	\$	50,000.00	\$	28,492.56	\$	21,507.44
6003	Vehicle & Equipment Fuel & Oil	\$	50,000.00	\$	27,416.92	\$	22,583.08
Pump Station Maintenance and Repairs							
5270/Pump #	Annual Pump Maint. Contracts & Repairs & SCADA	\$	175,000.00	\$	112,292.04	\$	62,707.96
5272/Pump #	Additional Contract Labor - Leased Labor	\$	30,000.00	\$	5,607.30	\$	24,392.70
5271/Pump #	Pump Fuel and Oil	\$	15,000.00	\$	10,457.66	\$	4,542.34
(5273/Job) (5274/Job)	Materials and Supplies & Equipment Rental	\$	15,000.00	\$	4,430.59	\$	10,569.41
5280/Pump #	Chemicals	\$	1,500.00	\$	-	\$	1,500.00
5281/Pump #	Pump Station Capital Replacement Fund	\$	94,000.00	\$	-	\$	94,000.00
5282/Pump #	Rental - Back Up Generator	\$	40,000.00	\$	22,463.64	\$	17,536.36
Urban Levee Maintenance and Repair							
5410/Job	Contract Services-Goats	\$	110,000.00	\$	79,540.00	\$	30,460.00
5405/Job	County Trapper - Urban	\$	1,500.00	\$	1,500.00	\$	-
(5251/Job) (5470/Job)	Outside Labor Contract - Leased Labor/CDF Labor	\$	60,000.00	\$	43,741.80	\$	16,258.20
(5250/Job) (5426/Job)	Contract Maint. Services / Emerg. Rep./Garbage Runs	\$	44,000.00	\$	4,423.50	\$	39,576.50
5253/Job	Contract Services- Material & Hauling	\$	150,000.00	\$	4,366.14	\$	145,633.86
5420/Job	Piezometer & Inclinator Monitoring - MHM	\$	10,000.00	\$	-	\$	10,000.00
(5254) (5256)	Materials and Supplies & Equipment Rental	\$	70,000.00	\$	34,400.42	\$	35,599.58
5435/Job	Contract Welding Services & Fencing Repairs	\$	15,000.00	\$	2,657.50	\$	12,342.50
5425/Job	Barriers	\$	10,000.00	\$	-	\$	10,000.00
5460	Contract Relief Well Services	\$	55,000.00	\$	-	\$	55,000.00
6020	Equipment Purchases (Including Vehicles)	\$	110,000.00	\$	90,065.70	\$	19,934.30
7111	Flood Fight Equipment & Storage	\$	16,500.00	\$	-	\$	16,500.00
5291/Job	Chemical - Weed and Rodents & Grout	\$	10,000.00	\$	977.64	\$	9,022.36
5472/Job	Hazmat Response	\$	20,000.00	\$	-	\$	20,000.00
Rural Levee Maintenance and Repair							
5410/Job	Goats & Sheep Contract (Expenses Included in FMAP Funds)	\$	-	\$	-	\$	-
5406/Job	County Trapper - RURAL	\$	1,500.00	\$	1,500.00	\$	-
(5261/Job) (5470/Job)	Outside Labor - Leased Labor / CDF Labor (Expenses Included in FMAP Funds)	\$	-	\$	-	\$	-
(5260/Job) (5266/Job)	Contract Maint. Services - Emerg. Rep./Garbage Runs	\$	-	\$	-	\$	-
(5262/Job) (5263/Job)	Materials and Supplies & Equip. Rental (Expenses Included in FMAP Funds)	\$	-	\$	-	\$	-
5264/Job	Chemicals - Weeds & Rodents & Grout (Expenses Included in FMAP Funds)	\$	-	\$	-	\$	-
	Hazmat Response	\$	-	\$	-	\$	-
Ditches & Canals Maintenance & Repairs							
5410/Job	Goats & Sheep Contract	\$	63,700.00	\$	32,450.00	\$	31,250.00
(5481)(5470)(5265) All/J	Outside Labor Contract - Leased Labor / CDF and Supplies	\$	25,000.00	\$	35,648.03	\$	(10,648.03)
(5480/Job) (5484/Job)	Contract Maint. Services & Emerg.Rep./Garbage Runs	\$	7,000.00	\$	3,028.76	\$	3,971.24
(5483/Job) (5482/Job)	Materials and Supplies & Equipment Rental	\$	15,000.00	\$	15,343.00	\$	(343.00)
5485/Job	Concrete Lined Ditch Replacement	\$	50,000.00	\$	-	\$	50,000.00
5275/Job	Chemicals-Weeds & Rodents & Grout	\$	5,000.00	\$	2,574.15	\$	2,425.85

5487/Job	Ditches & Canals Capital Replacement Fund	\$	20,000.00	\$	-	\$	20,000.00
	District Support						
7120	Chemical Training	\$	2,000.00	\$	400.00	\$	1,600.00
7100	Training Seminars	\$	37,000.00	\$	1,503.10	\$	35,496.90
7130	Trustee Expenses/Gen Election Costs	\$	20,000.00	\$	-	\$	20,000.00
(7061-Gen) (5061/Job)	Licenses & Permits	\$	10,000.00	\$	3,887.00	\$	6,113.00
7140	Emp Screening and Drug Testing/Physicals	\$	2,000.00	\$	411.00	\$	1,589.00
7999	Misc. Reimb. & Expenses - Mileage, Meals & Emp App.	\$	5,414.28	\$	3,390.11	\$	2,024.17
7200	Membership Dues & Assc.	\$	25,000.00	\$	21,377.63	\$	3,622.37
5510	Building/Shop Replacement	\$	24,000.00	\$	-	\$	24,000.00
	Overhead Contingency	\$	6,500.00	\$	-	\$	6,500.00
7240	TRLIA Allocations	\$	250,000.00	\$	120,164.54	\$	129,835.46
	<b>TOTAL</b>		<b>\$5,256,855.33</b>		<b>\$2,422,912.28</b>		<b>\$ 2,833,943.05</b>

Maintenance and Projects CompletedUnit 1

1. Vegetation abatement around gate structures.
2. Vegetation abatement along block line L/M 1.89-2.00.

Unit 2A

1. Vegetation abatement inside & outside of pump station 9.
2. Spray inside and around pump station 9.
3. Vegetation abatement around gate structures.
4. Vegetation abatement along W/S service road L/M 2.00-2.41 (CDF)

Unit 2B

1. Pump Station # 2 backup generators exercised on 2/6.
2. Clear debris pump station 2 trash rack.
3. Vegetation abatement around gate structures.
4. Clear beaver obstruction P.S 2 outfall.
5. Spray crown and ramps L/M 10.85-12.85

Unit 3A

1. Pump Station #6 Backup generators exercised on 2/6 & 2/20.
2. Vegetation abatement around gate structures.
3. Spray crown and ramps L/M 2.67 -3.21.

Unit 4

1. Vegetation abatement around gate structures.
2. Spray inside and around Olivehurst pump station.
3. Spray service road L/M 5.93-6.34.
4. Place raincoat over minor erosion W/S-L/M 5.90 (Clark Lateral waterside embankment).

Units 3B/ 5 / 6 (Horseshoe Levee)

1. Checked waterside flap gates weekly.
2. Unit 5 L/M 2.43 clear beaver debris from trash rack.
3. Cut and remove tree off slope L/S-L/M 4.25

Unit 7

1. Vegetation abatement around gate structures.
2. Debris Removal.
3. Paint graffiti on blocks.

## Unit 8

1. Vegetation abatement along concrete V-Ditch.
2. Debris removal V-Ditch.
3. Repair sink hole L/S service road L/M 1.75
4. Spray V-Ditch, ramps, and crown L/M 0.00-1.95.
5. Smoke Squirrel holes L/S – L/M 1.85

## Unit 9

1. Pump Station #3 Backup generator exercised on 2/6 & 2/20.
2. Debris removal.
3. Set blocks W/S-L/M 4.00.

## Goldfields 200-year Levee

1. Vegetation abatement around gate structures.
2. Debris removal.

## Drainage Laterals and Detention Basins.

1. Spray Lateral 16 service road.
2. Paint bollards Lateral 16.
3. Monitor pond 16 & 20 for beaver activity.
4. Monitor manholes at pond 20.
5. Lateral 15 (shop) erosion repair.
6. Vegetation abatement lateral 17.
7. Vegetation abatement Wheeler Basin.
8. Monitor and clear debris from culverts and trash racks.

## Shop, Office, Fleet Vehicles, and Equipment

1. The shop generator was exercised on 2/6 & 2/20.
2. Repair shelves at shop.
3. Clean and exercise equipment weekly.

## Safety / Training

1. Administered weekly safety meetings: Safe Lifting and Carrying Techniques, Personal Protective Equipment, Heat Illness Prevention Plan. SDS & MSDS Safety training on Pesticide: Aqua Star, Payload and Garlon 3A.
2. New employee orientation and anti-harassment training.



## Miscellaneous

1. Regularly checked for damage or issues around the District including all RD784 Pump Stations, Olivehurst Pump Station, and Yuba College Flood Fight Coalition supplies storage site.
2. Daily storm maintenance when weather is forecasted.
3. Replenish sandbag stockpile at the shop.
4. Spray in and around pump station 5 & 7.
5. UPRR stop log structure testing L/M 1.33 & 1.89
6. Update compliance binders.

# Administrative Assistant Monthly Report

March 5, 2024

## Accounting:

1. Budget Updates
2. Reconciliations
3. AP Reports and Check Processing for Vendors & Clients
4. Payroll Calculations and Submittal and JOB Costing
5. Checks, Warrants and Deposits
6. Green Sheet Reconciliations with Gracey @ County – Ongoing
7. Board Packets – Monthly Board Meeting – Assembling and Attendance
8. Reimbursement Program for Developers and TRLIA - Tracking and Meetings
9. QuickBooks Benefit Assessment Tracking Transition – Ongoing
10. Receiving Assessment Payments.
11. Preparing for the 2022-2023 Audit – Gathering & Researching Documents – Tiffany Shacklett & Jennifer Jensen.

## Clerical/Office:

1. Impact Fees & Plan Check Fees
  - A. 1275 North Beale Road – Surf Thru, Inc.
  - B. North Beale Commons Improvement Plans
2. Permit Clearance Request Sign Offs
  - A. KB Homes – Cobblestone Phase 5&7
  - B. Lennar – Rio Del Oro 17-19
  - C. 2030 Ponderosa Ranch Way – Ricalagy Energy Solutions
  - D. 5795 Riverside Drive – Roberto Flores
3. Encroachment Permits
4. Cal-Trans Delinquent Assessments – Tracking & Billing

## Human Resources:

1. Workman's Compensation Claim– Robert Avila – On-Going
2. GSRMA Renewal Meeting – RMAP Program – Attended on 2/12/2024
3. New Hire Paperwork for New Field Worker's – Insurance, Payroll, Benefits, etc.
4. GSRMA RMAP Program Application – Submitted on 2/23/2024
5. Updating Training for Staff – Harassment Training
6. Reviewing drafts for Suspicion Policy and Drug & Alcohol Policy – Patricia Eyres

## Contract Management:

1. 2022-2023 FMAP Grant – On-Going
2. YWA/DWR IRWMP Grant – On-Going
3. YWA Boundary Grant - Grant Extended
4. TRLIA Goldfields – Maintenance Billing - On-Going
5. Olivehurst Pump Station – Maintenance Billing – On-Going
6. Chestnut Pond Watershed Improvements – Billing – On-Going
7. FSRP Grant – Executed 10/26/2023.
8. Preparing for 2024 FMAP Grant
9. Preparing for YWA Grant – Pump Station 10 River Outfall
10. Preparing for YWA Grant Levee Storm Drain Replacement Unit 5

## Regulatory Compliance:

1. Managing PWC 100 Projects online with Department of Industrial Relations – On-Going

**Contacts:**

Gracey Copelin @ Yuba County – YCDS, Mark Fowler @ Atteberry Searle, Aaron @ Paychex, Jesse Barton @ Gallery & Barton, Jolie Turk @ YC Treasurer, Patrick Soper @ LWA, Joseph Nyguen @ LWA, George and Jonathan @ Alliant Networking, Jennifer Jensen @ Auditor's, Kyle Close – Permit Runner, Veronica Cobian – ACWA, Veronica Gonzalez – KB Homes, and Ryan Brannon @ GSRMA.

**Administration:**

1. Meetings: 02/06 RD784 and TRLIA Board meetings, 02/24 GSRMA RMAP, 02/20 YWA Board meeting, 02/21 Trull RV & Boat Storage, and Rotary.
2. Approved employee time off requests and task scheduling.
3. Drug-Free Awareness Plan Updates.
4. Liability and Workman's Comp Insurance applications.
5. Portable Backup Generator reserved. - Extended through March 13 (Contract with CD & Power)
6. Plan Reviews/Impact Fee Program:
  - A. New Residence - 5795 Riverside Avenue
  - B. Application Routing - Early Consultation - TPM Parcel Subdivide at 5802 Montclair Avenue, Linda.
  - C. Application Routing - Early Consultation - TPM Parcel Subdivide at APN 020-140-056 at corner of Lindhurst and Scales Ave.
  - D. Application Routing – Early Consultation – TSTM-24-0001, Feather Glen South II.
  - E. Commercial Shell Building – 2299 River Oaks Blvd.
  - F. North Pointe Village II – Lennar
  - G. North Beale Common – Lindhurst Ave.
  - H. Trull RV & Boat Storage – 4131 Hazel St. – Meeting was held with the owner at MHM on 02/21/24 to discuss next steps to complete retention basin plans.
  - I. Drainage easement - Lateral 15 at Arboga Colony.

**Projects:**

1. Pump Station 10 outfall – *In design stages*
2. Horseshoe Levee pipe replacements – NOE's filed, *In design stages*
3. Urban levee boundary adjustments – MHM/Yuba LAFCO.
4. YWA CITRIS levee monitoring research project.
5. Relief Well #11 repairs in Unit 8.
6. USACE Utility encroachment correction coordination continues.

**Regulatory Compliance:**

1. Week Safety Meetings.
2. Completion of Anti-Harassment Training
3. Monthly spray use report submitted to County.

**Miscellaneous Reports/Announcements:**

1. Two full-time field workers hired (Jacob Furr and James Harris)

**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:** February 6, 2024 **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.	10:00am	11:00am	1 Hour

**1. Call to Order**

**A. Roll Call: Board President – Sarbdeep Atwal- Present, Trustee - Joe Danna - Absent, Board Vice-President - David Read - Present, Trustee - Jared Hastey - Present, Trustee – Brent Hastey – Present, Board Secretary - Patrick Meagher - Present, Deputy Board Secretary - Kimberly Ford, Present, Field Superintendent – Tina Moore - 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 –**

Brent Hastey moved to approve the Board Meeting Minutes. Jared Hastey seconded the motion. Motion Carried. **Vote: 4 Ayes (Atwal, Read, B. Hastey, and J. Hastey), 0 Nays, 1 Absent (Danna), 0 Abstain.**

**5. Approve Checks and Warrants –**

Brent Hastey moved to approve the Checks and Warrants. Jared Hastey seconded the motion. Motion Carried. **Vote: 4 Ayes (Atwal, Read, B. Hastey, and J. Hastey), 0 Nays, 1 Absent (Danna), 0 Abstain.**

**6. Board to Consider Authorizing Staff to File Six (6) CEQA Notice of Exemptions for Horseshoe Levee Pipe Replacements –**

Brent Hastey moved to approve the filing of (6) CEQA Notice of Exemption's for Horseshoe Levee Pipe Replacements by District Staff. Jared Hastey seconded the motion. Motion Carried. **Vote: 4 Ayes (Atwal, Read, B. Hastey, and J. Hastey), 0 Nays, 1 Absent (Danna), 0 Abstain.**

**Persons Attending**

**1. Sarbdeep Atwal – RD784 President of the Board**

<b>2. David Read – RD784 Vice-President of the Board</b>
<b>3. Jared Hastey – RD784 Trustee of the Board</b>
<b>4. Brent Hastey – RD784 Trustee of the Board</b>
<b>5. Patrick Meagher – RD784 Secretary of the Board</b>
<b>6. Kimberly Ford – RD784 Deputy Secretary of the Board</b>
<b>7. Tina Moore – RD784 Field Superintendent</b>
<b>8. Jesse Barton – RD784 Attorney</b>
<b>9. Sean Minard – RD784 Engineer</b>
<b>10. Curt Aikens – Representative of Wilbur Ranch</b>
<b>11. Rick Wilbur – Landowner Wilbur Ranch</b>
<b>12. Randy Baucom – Wilbur Ranch - CFO</b>
<b>13. Greg Pastornak – Representative of Wilbur Ranch</b>
<b><i>Items for Discussion and Possible Actions:</i></b>
<p><b><i>7. Board to Receive Information about the Wilbur Ranch Erosion Site and Consider Authorizing the GM to Submit a Grant Application to Complete a Risk Analysis –</i></b>  Mr. Pastornak gave a presentation on the Yuba River and the Wilbur Ranch erosion site. Brent Hastey moved to approve authorization for staff to submit a grant application for a risk analysis study. Jared Hastey seconded the motion. Motion Carried. <b>Vote: 4 Ayes (Atwal, Read, B. Hastey, and J. Hastey), 0 Nays, 1 Absent (Danna), 0 Abstain.</b></p>
<p><b><i>8. Board to Receive the Monthly Budget Snapshot –</i></b>  The Board received the monthly budget snapshot through January 2024.</p>
<b><i>9. Field Manager's Report:</i></b>
<p>Field Manager's Report  February 6, 2024</p> <hr/> <p><u>Maintenance and Projects Completed</u></p> <p><u>Unit 1</u></p> <ol style="list-style-type: none"> <li>1. Vegetation abatement around gate structures.</li> <li>2. Graffiti removal on blocks.</li> <li>3. Debris removal.</li> </ol> <p><u>Unit 2A</u></p> <ol style="list-style-type: none"> <li>1. Vegetation abatement inside &amp; outside of pump station 9.</li> <li>2. Vegetation abatement around gate structures.</li> <li>3. Smoke Squirrel holes L/S – L/M 2.25.</li> </ol> <p><u>Unit 2B</u></p> <ol style="list-style-type: none"> <li>1. Pump Station # 2 backup generators exercised on 1/8 &amp; 1/23.</li> <li>2. Clear debris pump station 2 trash rack.</li> <li>3. Vegetation abatement around gate structures.</li> <li>4. Clear beaver obstruction P.S. 2 outfall.</li> <li>5. Fill potholes with A/B gravel L/S service road.</li> </ol> <p><u>Unit 3A</u></p>

1. Pump Station #6 Backup generators exercised on 1/8 & 1/23.
2. Vegetation abatement around gate structures.
3. Repair erosion with clay dirt W/S – L/M 2.65.
4. New coolant was added to generators at pump station 6 (Valley Power).
5. Spray pump station 6 inlet service road (west side).
6. Spray crown and ramps L/M 2.43 -2.67.

#### Unit 4

1. Vegetation abatement around gate structures.

#### Units 3B/ 5 / 6 (Horseshoe Levee)

1. Checked waterside flap gates weekly.
2. Unit 5 L/M 2.43 clear beaver debris from trash rack.

#### Unit 7

1. Vegetation abatement around gate structures.
2. Debris Removal.
3. Paint graffiti on blocks.

#### Unit 8

1. Vegetation abatement along concrete V-Ditch.
2. Debris removal V-Ditch.
3. Fill potholes with A/B gravel L/S service road.
4. Spray V-Ditch, ramps, and crown L/M 0.00-1.95.
5. Smoke Squirrel holes L/S – L/M 1.85.

#### Unit 9

1. Pump Station #3 Backup generator exercised on 1/8 & 1/23.
2. Debris removal.

#### Goldfields 200-year Levee

1. Vegetation abatement around gate structures.
2. Debris removal.

#### Drainage Laterals and Detention Basins.

1. Sucker tree removal pond 16 (CDF) & 20 (RD784 Crew).
2. Monitor pond 16 & 20 for beaver activity.
3. Monitor manholes at pond 20.
4. Replace Blocks North end Pond 16 entrance.
5. Vegetation abatement & sucker tree removal Pond 8.
6. New layer AB gravel East side of pond 8 service road.
7. Sucker tree removal Ella Basin (CDF).
8. Spray pesticide Ella basin service road.

9. Ella Basin block line paint graffiti.
10. Vegetation abatement & sucker tree removal Wheeler basin.
11. Monitor and clear debris from culverts and trash racks.

Shop, Office, Fleet Vehicles, and Equipment

1. The shop generator was exercised on 1/8 & 1/23.
2. Smog certificate on 2017 service truck.

Safety / Training

1. Administered weekly safety meetings: Grass trimmers and Chainsaws, Poisonous snakes, Insect stings and Spider bites. SDS & MSDS Safety training on Pesticide: Clearcast, Quest and Goal 2XL.
2. Anti-Harassment training recertification.
3. Yuba Water Agency crisis exercise.

**10. Administrative Assistant's Report:**

**Administrative Assistant Monthly Report  
February 6, 2024**

**Accounting:**

1. Budget Updates
2. Reconciliations
3. AP Reports and Check Processing for Vendors & Clients
4. Payroll Calculations and Submittal and JOB Costing
5. Checks, Warrants and Deposits
6. Green Sheet Reconciliations with Gracey @ County – Ongoing
7. Board Packets – Monthly Board Meeting – Assembling and Attendance
8. Reimbursement Program for Developers and TRLIA - Tracking and Meetings
9. QuickBooks Benefit Assessment Tracking Transition – Ongoing
10. Receiving Assessment Payments.
11. Preparing for the 2022-2023 Audit – Gathering & Researching Documents – Tiffany Shacklett & Jennifer Jensen.
12. Closed out the Calendar Year 2023 Payroll. Attended Meeting with Andrea Chapman @ Sage via “Go to Meeting”
13. Financial Statements submitted to the State Controller’s Office – 1-29-2024
14. Sent out and Submitted 1099-NEC forms to Vendors and to the IRS. 1-29-2024

**Clerical/Office:**

1. Impact Fees & Plan Check Fees
  - A. 1275 North Beale Road – Surf Thru, Inc.
  - B. Lennar – Northpointe Village 2
2. Permit Clearance Request Sign Offs
  - A. KB Homes – Cobblestone Phase 7
  - B. 5792 Rupert Ave – Roberto Cardenas



- C. 1032 Grand Ave – Esmerelda Huizar
- D. 2449 Canyon Creek Trail – Curtis Weaver
- 3. Encroachment Permits
- 4. Cal-Trans Delinquent Assessments – Tracking

**Human Resources:**

- 1. Workman’s Compensation Claim– Robert Avila – On-Going
- 2. Preparing for ACWA/JPIA Risk Assessment – Emails and gathering documents
- 3. Interviews for New Field Workers
- 4. GSRMA RMAP Program Application – Preparing to Submit March 4, 2024

**Contract Management:**

- 1. 2022-2023 FMAP Grant – On-Going
- 2. YWA/DWR IRWMP Grant – On-Going
- 3. YWA Boundary Grant - Grant Extended
- 4. TRLIA Goldfields – Maintenance Billing - On-Going
- 5. Olivehurst Pump Station – Maintenance Billing – On-Going
- 6. Chestnut Pond Watershed Improvements – Billing – On-Going
- 7. FSRP Grant – Executed 10/26/2023.
- 8. Preparing for 2023-2024 FMAP Grant

**Regulatory Compliance:**

- 1. Managing PWC 100 Projects online with Department of Industrial Relations – On-Going

**Contacts:**

Gracey Copelin @ Yuba County – YCDS, Mark Fowler @ Atteberry Searle, Aaron @ Paychex, Jesse Barton @ Gallery & Barton, Jolie Turk @ YC Treasurer, Patrick Soper @ LWA, Joseph Nyguen @ LWA, George and Jonathan @ Alliant Networking, Jennifer Jensen @Auditor’s, Kyle Close – Permit Runner, Veronica Cobian – ACWA, Veronica Gonzalez – KB Homes, and Tracey @ GSRMA.

***11. General Manager’s Report:***

General Manager’s Report  
February 6, 2024

**Administration:**

- 1. Meetings: 01/08 RFMP Steering Committee Meeting, 01/10 RD784 Special Board meeting, 01/10 McDonald’s Restaurant pre-planning meeting, 01/23 ACWA JPIA site risk assessment, 01/24 Crisis Simulation training preparation meeting, and Rotary.
- 2. Approved employee time off requests and task scheduling.
- 3. Drug-Free Awareness Plan Updates.
- 4. Liability and Workman’s Comp Insurance applications.
- 5. Portable Backup Generator reserved in rental yard - Extended through February (Contract with CD & Power)

6. Responded to Public Records Act Requests received from the Workforce Defense League (Project documents provided for Unit 5 LM 1.59 & LM 1.86 pipe replacements and for Pump Station 3 outfall pipe repairs).
7. Plan Reviews/Impact Fee Program:
  - A. New Residence - New residence at 5792 Rupert Avenue, Linda.
  - B. Early Consultation – Parcel subdivide project – North Beale Commons, Mixed Commercial Use (APN 020-020-086-000)
  - C. New Carwash Facility – 1275 North Beale Rd.
  - D. Trull RV & Boat Storage – 4131 Hazel St. – Owner submitted revised plan and responses to MHM 4<sup>th</sup> review on 12/28/2023. MHM provided a response on 01/04/2024 and was forwarded to the owner along with invoices from the District for plan check review fees/deposit with a due date of 02/05/2024.
  - E. Joint utility pole replacement in Unit 7 by PG&E. (Pending rearrangements by other neighboring utilities)

**Projects:**

1. Pump Station 10 outfall – *In design stages*
2. Horseshoe Levee pipe replacements – *In design stages*
3. Urban levee boundary adjustments – MHM/Yuba LAFCO.
4. USACE Utility encroachment correction coordination continues.

**Regulatory Compliance:**

1. CAFWL annual maintenance reporting completed.
2. 01/31 Crisis Simulation Training Exercise (Joint training with YWA and the County of Yuba)
3. Attended annual Yuba-Sutter Spray Safe continuing education seminar to keep up GM QAC cert.
4. Week Safety Meetings

**Miscellaneous Reports/Announcements:**

The District office will be closed on Monday, February 19 in observance of the President's day holiday.

***12. Board Reports:***

Brent Hastey reported that ACWA has hired Ian Lyle as its new Director of Federal Relations to lead its advocacy team in Washington D.C., including advocating on behalf of member agencies before Congress and at federal executive branch agencies. He replaces David Reynolds, who retired in December after 30 years at ACWA.

***13. Meeting Adjourned:***

The meeting was adjourned at 11:00am.

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

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

Sarbdeep Atwal, President

Kimberly Ford, Deputy Board Secretary