

June 14, 2019
Sacramento, California

The Board of Trustees of the American River Flood Control District met in regular session in its office at 185 Commerce Circle, Sacramento, CA at 11:00 a.m. on Friday, June 14, 2019. In attendance were Trustee Holloway, Trustee Johns, Trustee Shah, Trustee Vander Werf and Trustee L'Ecluse. Trustee Holloway presided. Also present from the District were General Manager (GM) Tim Kerr, Superintendent Ross Kawamura, Legal Counsel Rebecca Smith, Legal Counsel Julia Jenness and Office Manager Malane Chapman. One member of the public was present.

Item No. 1 Public Comments on Non-Agenda Items: There were no comments on non-agenda items from members of the public.

Item No. 2 Approval of Consent Agenda Items: On a motion by Trustee Shah seconded by Trustee Johns, the Board unanimously approved items 2a) Minutes of Regular Meeting on May 17, 2019, 2b) Approval of Report of Investment Transactions April 2019 (City Pool, LAIF, River City) and Treasurer's Certification, 2c) District Financial Reports: Statement of Operations (May 2019) and Cash Flow Report, 2d) Finance Committee Recommendation: Annual Review of Credit Card Policy, Reserve Fund Policy and Investment Policy and 2e) Correspondence: None.

Item No. 3 Accounts Payable and General Fund Expenses (May 2019): Trustee Vander Werf requested clarification on payments to Sunbelt Rentals. Trustee Shah requested clarification on payments to Kent Arborist Services. On a motion by Trustee Shah seconded by Trustee Johns, the Board unanimously approved payments on the Schedule of Accounts Payable (May 2019) of \$58,417.58 and General Fund Expenses of \$70,064.72 (total aggregate sum \$128,482.30).

At 11:017 a.m. the Trustees met in closed session with District Counsel Jenness and District Counsel Smith.

Item No. 4 Closed Session: Conference with Legal Counsel – Personnel: Government Code 54957 – FY 2019-20 Salary and Benefit Adjustments for District Staff: No reportable action was taken. This item was heard out of order.

Item No. 5 Closed Session: Conference with Legal Counsel – Personnel: Government Code 54957 – General Manager's Annual Performance Evaluation: No reportable action was taken. This item was heard out of order.

The Trustees returned to open session at 12:19 p.m. On a motion by Trustee Johns seconded by Trustee Vander Werf, the Board unanimously approved a 2.4% cost-of-living adjustment (COLA) for District Staff (exclusive of the General Manager), continuation of 457 contributions and longevity bonuses as described in the employee handbook. On a

subsequent motion by Trustee Johns seconded by Trustee L'Ecluse, the Board unanimously approved the creation of a Vehicle and Equipment Maintenance Specialist position with a minimum monthly salary range \$4,142, a midpoint monthly salary \$4,867 and a maximum monthly salary \$5,592, which is the same as the Levee Maintenance Worker Range B. On an addition motion by Trustee Shah, seconded by Trustee Johns, the Board unanimously thanked GM Kerr for his excellence service to the District over the past year and in recognition of the fact that his salary is capped the District would award him an additional 48 hours management time (88 hours total) per year at a value at his current compensation is \$3,919.68 and one-time merit bonus \$2,874.40 for a combined additional compensation in that form of \$6,794.08, which is 4% of current salary.

Item No. 6 Endorsement of CA Central Valley Flood Board Permit - Applicant: City of Sacramento - Description: Landscape improvements at Matsui Park and Powerhouse Science Center Site: GM Kerr provided an overview regarding the project noting the features to be constructed. Trustee Shah inquired if this endorsement would still follow the maintenance agreement set forth in 2012. Following explanation by staff and on a motion by Trustee Shah seconded by Trustee Vander Werf, the Board unanimously endorsed the permit contingent upon compliance with the maintenance agreement 2012 including the insurance levels. This item was heard out of order.

Item No. 7 Endorsement of CA Central Valley Flood Board Permit – Applicant: SMUD – Description: Install new power pole and underground conductors near Lathrop Way: GM Kerr described the work to be completed. Trustee Johns recused himself from this item. On a motion by Trustee Shah seconded by Trustee L'Ecluse, the Board unanimously approved the endorsement of the permit.

Item No. 8 Finance Committee Recommendations: a) District Budget FY 2019-20 and b) District 5-year Budget Projection: On a motion by Trustee Shah seconded by Trustee L'Ecluse, the Board unanimously approved the item.

Item No. 9 Resolution 2019-03: Transfer of Funds from District Operations Fund to Retiree Health Benefit Reserve Funds: On a motion by Trustee Shah seconded by Trustee Vander Werf, the Board unanimously approved the transfer of \$500,000 from District Operations Fund into the Retiree Health Benefits Reserve Fund.

Item No. 10 Administrative Staff Reports:

a) *General Manager Tim Kerr reported on the following:*

- General Manager's May Meeting Summary: Media Interviews with KFBK and Fox 40, CA City of Sacramento Homeless Encampments Coordination meeting and CA Central Valley Flood Protection Board meeting were discussed;
- *North Sac land Co – Lease;*
- *Field Supervisor Candidate;*
- *CVFBB Homeless Camp Coordination;*

- Hydrologic Conditions: Folsom Lake 94% of capacity with an outflow 9,503 cfs. The gauge at the I Street Bridge shows a water surface elevation of 11.5 feet above sea level;
- Next Board Meeting and District Tour is scheduled for July 12, 2019.

b) *Legal Counsel Rebecca Smith had nothing further to report.*

c) *Office Manager Malane Chapman had nothing further to report.*

Item No. 10 Operations and Maintenance Staff Reports:

a) *Superintendent Ross Kawamura reported on:*

- Crew activities including camp cleanup, mowing, tree removal, fire suppression system, equipment maintenance, gate replacement and trimming.

Item No. 11 Questions and Comments by Trustees: Trustee Johns attended the scoping meeting for the Two Rivers Trail he feels that people will be asking the District to reconsider paving the top of the levee. Trustee Holloway suggested that the Board review the Recreational Trails Policy at a future meeting.

Item No. 12 Adjourn: There being no further business requiring action by the Board, the meeting was adjourned by Trustee Holloway at 1:09 p.m.

Attest:

Secretary

President

**American River Flood Control District
Staff Report**

Investment Transactions Summary; May 2019

LAIF:

- There were no transactions in this account during the month of May.

City Pool A

- Accrued Interest Receivable for the month of May was \$17,599.27.
- As of May 31, 2019, the balance of Interest Receivable in this account was \$175,537.33.

Interest Receivable is accrued and transferred to the Cash Balance at the discretion of the City.

River City Bank Money Market:

- On May 9, 2019, a transfer was sent to River City Bank Checking in the amount of \$135,000.00.
- On May 31, 2019, a monthly interest payment was deposited in the amount of \$1,081.57.

River City Bank Checking:

- On May 6, 2019, a miscellaneous deposit was made in the amount of \$8,170.29.
- On May 9, 2019, a transfer was received from River City Bank Money Market in the amount of \$135,000.00.
- On May 17, 2019, a deposit was received from Sacramento County for the FY 2018-19 Assessment in the amount of \$565,014.19.
- On May 31, 2019, a monthly interest payment was deposited in the amount of \$29.30.
- Total amount of Accounts Payable cleared during the month of May was \$167,216.42.

**American River Flood Control District
Investment Transaction Report
May 2019**

Item 2b

Balance and Transactions

Account		LAIF	City Pool A	River City Bank Money Market	River City Bank Checking
Beginning Balance	5/1/19	\$452,875.51	\$7,933,300.92	\$607,803.91	\$28,843.17
Transactions					
City Pool A Interest **	5/31/19		17,599.27		
River City Bank Deposit	5/6/19				8,170.29
River City Bank Transfer	5/9/19			(135,000.00)	135,000.00
River City Bank Deposit	5/17/19				565,014.19
River City Bank Interest	5/31/19			947.05	29.30
Accounts Payable (cleared)					(167,216.42)
Ending Balance:	5/31/19	\$452,875.51	\$7,933,300.92	\$473,750.96	\$569,840.53

**City Pool A Interest is accrued and deposited in the account at the discretion of the City.

Interest

Date:	June 2018	July 2018	Aug 2018	Sep 2018
LAIF	1.85	1.94	2.00	2.06
City Pool A	2.12	2.12	2.20	2.89
River City Bank Money Market	0.10	0.99	1.65	1.73
River City Bank Checking	0.00	0.00	0.06	0.06
Date:	Oct 2018	Nov 2018	Dec 2018	Jan 2019
LAIF	2.14	2.21	2.29	2.36
City Pool A	2.27	2.33	2.41	2.45
River City Bank Money Market	1.79	1.87	1.95	2.01
River City Bank Checking	0.08	0.09	0.06	0.09
Date:	Feb 2019	Mar 2019	Apr 2019	May 2019
LAIF	2.39	2.44	2.45	2.45
City Pool A	2.63	2.5	2.58	2.56
River City Bank Money Market	2.10	2.14	2.19	2.22
River City Bank Checking	0.10	0.10	0.10	0.10

**American River
Flood Control
District**

AMERICAN RIVER FLOOD CONTROL DISTRICT

MONTHLY REVIEW – MAY 2019

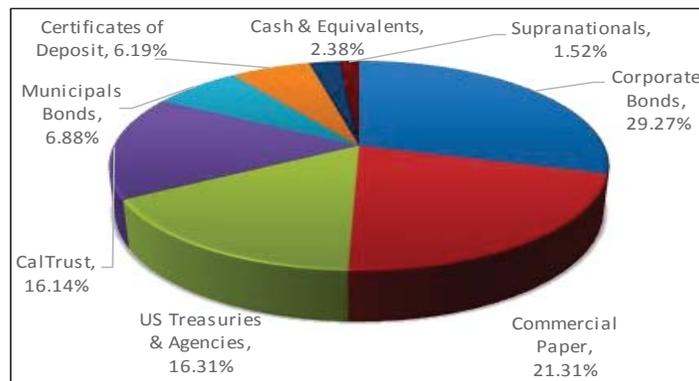
STRATEGY

The ARFCD funds are invested in the City of Sacramento’s Pool A investment fund. The Fund is invested pursuant to the objectives and requirements set forth in the City’s investment policy. The three objectives of the investment policy, in order of priority, are (1) the preservation of capital by the investment in safe instruments, (2) the liquidity needs of the City and pool participants so such parties will have access to cash when they need it, and (3) the maximizing of current income while remaining consistent with the other more important objectives. The City’s investment policy incorporates applicable provisions of state law including, among other things, the prudent person standard and California Code Section 53601 pertaining to eligible investments.

PORTFOLIO STATISTICS

Beginning Balance	8,092,239
Contributions	-
Withdrawals	-
Interest Earned	17,599
Ending Balance	8,109,838

CITY POOL A PORTFOLIO COMPOSITION



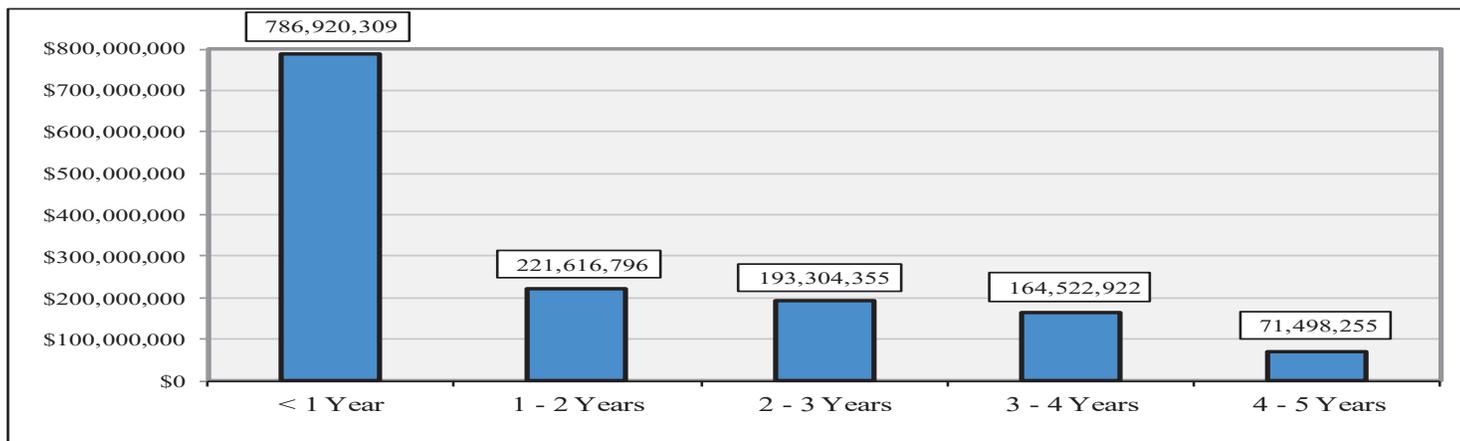
PERFORMANCE COMPARISON

City Pool A	2.56%
LAIF	2.45%
90 Day T-Bill	2.33%
Federal Funds	2.38%

Asset Type	Pct. Assets	YTM
Corporate Bonds	29.27%	2.61%
Commercial Paper	21.31%	2.75%
US Treasuries & Agencies	16.31%	2.32%
CalTrust	16.14%	2.45%
Municipals Bonds	6.88%	2.23%
Certificates of Deposit	6.19%	2.63%
Cash & Equivalents	2.38%	2.10%
Supranationals	1.52%	2.04%

CITY POOL A MATURITY SCHEDULE

Maturity	Market Value	Pct. Holdings
< 1 Year	786,920,309	54.74%
1 - 2 Years	221,616,796	15.41%
2 - 3 Years	193,304,355	13.44%
3 - 4 Years	164,522,922	11.44%
4 - 5 Years	71,498,255	4.97%
Total	1,437,862,637	100.00%



City of Sacramento
 CASH LEDGER
American River Flood Control District
 From 05-01-19 To 05-31-19

Item 2b

All Cash Accounts

Trade Date	Settle Date	Tran Code	Quantity	Security	Amount	Cash Balance
Pool A Interest Receivable						
05-01-19				Beginning Balance		158,938.06
05-31-19	05-31-19	in		Pool A Cash	17,599.27	176,537.33
				May 2019 estimated Pool A interest	17,599.27	
05-31-19				Ending Balance		176,537.33
Pool A Cash						
05-01-19				Beginning Balance		7,933,300.92
05-31-19				Ending Balance		7,933,300.92

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

www.treasurer.ca.gov/pmia-laif/laif.asp
June 03, 2019

AMERICAN RIVER FLOOD CONTROL DISTRICT

DISTRICT ENGINEER/MANAGER
165 COMMERCE CIRCLE, SUITE D
SACRAMENTO, CA 95815

[PMIA Average Monthly Yields](#)

Account Number:
90-34-002

[Tran Type Definitions](#)

May 2019 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	452,875.51
Total Withdrawal:	0.00	Ending Balance:	452,875.51



River City Bank

WWW.RIVERCITYBANK.COM

PO Box 15247, Sacramento, CA 95851-0247

Return Service Requested

Item 2b



Last statement: April 30, 2019
This statement: May 31, 2019
Total days in statement period: 31

AMERICAN RIVER FLOOD CONTROL DISTRICT
C/O ROBERT MERRITT, CPA
4000 MAGNOLIA HILLS DR
EL DORADO HILLS CA 95762-6561

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0811100952
(0)

Direct inquiries to:
916-567-2836

Public Fund Money Market

Account number	0811100952	Beginning balance	\$607,803.91
Low balance	\$472,803.91	Total additions	947.05
Average balance	\$507,642.62	Total subtractions	135,000.00
Avg collected balance	\$507,642	Ending balance	\$473,750.96
Interest paid year to date	\$4,344.52		

DEBITS

Date	Description	Subtractions
05-09	Cash Mgmt Trsfr Dr REF 1291532L FUNDS TRANSFER TO DEP XXXXX0736 FROM APRIL BILLS MAY PAYROLL	135,000.00

CREDITS

Date	Description	Additions
05-31	Interest Credit	947.05

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
04-30	607,803.91	05-09	472,803.91	05-31	473,750.96

INTEREST INFORMATION

Annual percentage yield earned	2.22%
Interest-bearing days	31
Average balance for APY	\$507,642.62
Interest earned	\$947.05

AMERICAN RIVER FLOOD CONTROL DISTRICT
May 31, 2019

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0811100952

OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



River City Bank

WWW.RIVERCITYBANK.COM

PO Box 15247, Sacramento, CA 95851-0247

Return Service Requested

Item 2b



Last statement: April 30, 2019
This statement: May 31, 2019
Total days in statement period: 31

AMERICAN RIVER FLOOD CONTROL DISTRICT
C/O ROBERT MERRITT, CPA
4000 MAGNOLIA HILLS DR
EL DORADO HILLS CA 95762-6561

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0811090736
(48)

Direct inquiries to:
916-567-2836

Public Fund Interest Checking

Account number	0811090736	Beginning balance	\$28,843.17
Enclosures	48	Total additions	708,213.78
Low balance	\$12,068.93	Total subtractions	167,216.42
Average balance	\$347,110.48	Ending balance	\$569,840.53
Avg collected balance	\$346,846		

CHECKS

Number	Date	Amount	Number	Date	Amount
6946	05-02	265.55	6988	05-20	1,144.96
6966 *	05-01	9,587.99	6989	05-28	568.10
6968 *	05-28	80.00	6990	05-21	45.00
6969	05-21	105.72	6991	05-21	154.96
6970	05-21	26,554.06	6992	05-24	23.93
6971	05-24	103.46	6993	05-20	646.55
6972	05-22	399.13	6994	05-21	562.50
6973	05-22	683.03	6995	05-23	1,087.50
6974	05-23	7,523.23	6996	05-24	10,427.93
6975	05-21	350.00	6997	05-30	260.35
6976	05-22	1,283.25	6998	05-28	415.57
6977	05-23	184.00	6999	05-24	4,043.00
6978	05-21	64.86	7000	05-23	980.33
6979	05-21	7,415.50	7001	05-21	936.09
6980	05-22	3,731.56	7002	05-22	761.40
6981	05-22	1,993.54	7003	05-28	200.00
6982	05-23	486.52	7004	05-24	183.66
6983	05-22	4,225.26	7005	05-23	757.20
6984	05-29	1,185.61	7006	05-22	119.56
6985	05-22	195.20	7007	05-21	804.69
6986	05-21	113.60	7008	05-23	477.54
6987	05-21	238.73	7009	05-22	1,193.65

AMERICAN RIVER FLOOD CONTROL DISTRICT
May 31, 2019

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0811090736

Number	Date	Amount	Number	Date	Amount
7010	05-28	55.00			
			* Skip in check sequence		

DEBITS

Date	Description	Subtractions
05-01	' ACH Withdrawal CALPERS 3100 100000015605876	1,055.21
05-01	' ACH Withdrawal CALPERS 3100 100000015605837	2,954.26
05-02	' ACH Withdrawal HEALTHEQUITY INC HealthEqui 190502	150.00
05-02	' ACH Withdrawal CALPERS 1900 100000015654361	2,761.23
05-07	' ACH Withdrawal INTUIT PAYROLL S QUICKBOOKS 190507 946000047	321.39
05-15	' ACH Withdrawal INTUIT PAYROLL S QUICKBOOKS 190515 946000047	26,794.07
05-17	' ACH Withdrawal INTUIT PAYROLL S QUICKBOOKS 190517 946000047	321.40
05-17	Incoming Wire Fee 201905170035040 COUNTY OF SACRAMENSACRAMENTO CA 9581 PROPERTY TAX DISTR	15.00
05-23	' ACH Withdrawal HEALTHEQUITY INC HealthEqui 190523	152.95
05-23	' ACH Withdrawal INTUIT PAYROLL S QUICKBOOKS 190523 946000047	535.67
05-23	' ACH Withdrawal CALPERS 3100 100000015636176	1,055.21
05-23	' ACH Withdrawal CALPERS 3100 100000015636139	2,954.26
05-23	' ACH Withdrawal CALPERS 1900 100000015655482	4,322.61
05-24	' ACH Withdrawal CALPERS 1900 100000015682772	2,761.23
05-31	' ACH Withdrawal INTUIT PAYROLL S QUICKBOOKS 190531 946000047	28,441.40
05-31	' Service Charge ADDITIONAL DEBITS	1.26

CREDITS

Date	Description	Additions
05-06	Deposit	8,170.29

AMERICAN RIVER FLOOD CONTROL DISTRICT
May 31, 2019

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0811090736

Date	Description	Additions
05-09	Cash Mgmt Trsfr Cr REF 1291532L FUNDS TRANSFER FRMDEP XXXXX0952 FROM APRIL BILLS MAY PAYROLL	135,000.00
05-17	Incoming Wire 201905170035040 COUNTY OF SACRAMENSACRAMENTO CA 9581 PROPERTY TAX DISTR	565,014.19
05-31	Interest Credit	29.30

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
04-30	28,843.17	05-15	128,123.76	05-24	601,018.52
05-01	15,245.71	05-17	692,801.55	05-28	599,699.85
05-02	12,068.93	05-20	691,010.04	05-29	598,514.24
05-06	20,239.22	05-21	653,664.33	05-30	598,253.89
05-07	19,917.83	05-22	639,078.75	05-31	569,840.53
05-09	154,917.83	05-23	618,561.73		

INTEREST INFORMATION

Annual percentage yield earned	0.10%
Interest-bearing days	31
Average balance for APY	\$346,846.93
Interest earned	\$29.30

OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

CERTIFICATION

The American River Flood Control District's investment portfolio [] is [is not] in compliance with the District's Financial Management Investments Plan.

The District's investment portfolio is not in compliance in the following respects:

A cash flow analysis confirms that the District [is] [is not] expected to be able to meet its expenditure requirements for the next six months.

The District's cash is insufficient to meet obligations for the next six months as a result of the following:

Attached hereto are the most recent statements of accounts of the following District accounts:

- LAIF Account, State Treasurer's Office **Dated May 2019**
- Investment Pool A Account, City of Sacramento **Dated May 2019**
- District Checking Account, River City Bank **Dated May 2019**
- District Repurchase Account, River City Bank **Dated May 2019**

Certified by: _____ Date: _____
Rachelanne Vander Werf, District Treasurer

American River Flood Control District
Statement of Operations
July 1, 2018 to June 30, 2019 (Twelve Months Ending of Fiscal 2019)
For Internal Use Only

	Year to Date July 1, 2018 to June 30, 2019	Budget	Percent of Budget	
Revenues				
Benefit assessment	\$ 1,330,394	\$ 1,429,793	93.05%	
Consolidated capital assessment	-	980,000	0.00%	
Interest	195,718	77,267	253.30%	
O & M agreements	-	231,801	0.00%	
Miscellaneous	6,020	-	Not budgeted	
Total Revenues	1,532,132	2,718,861	56.35%	
M & O Expenses				
Salaries and wages	673,023	730,938	92.08%	
Payroll tax expense	50,338	58,475	86.08%	
Pension expense	139,732	132,418	105.52%	
Compensation insurance	24,498	36,547	67.03%	
Medical/dental/vision	179,046	211,112	84.81%	
Fuel/oil reimbursement	25,996	30,000	86.65%	
Equipment rental	45,256	20,000	226.28%	
Equipment repairs/parts	43,499	40,000	108.75%	
Equipment purchases (< \$5,000)	16,907	15,000	112.71%	
Shop supplies	14,635	12,000	121.96%	
Levee maint. (supp. & material)	27,766	10,000	277.66%	
Levee maint. chemicals	12,066	20,000	60.33%	
Levee maint. services	57,497	60,000	95.83%	
Rodent abatement (supplies & materials)	5,570	10,000	55.70%	
Employee uniforms	652	5,000	13.04%	
Staff training	2,803	10,000	28.03%	
Miscellaneous	1,251	2,000	62.55%	
Small tools & equipment	5,120	6,000	85.33%	
Emergency preparedness program	9,700	15,000	64.67%	
Engineering services	22,602	20,000	113.01%	
Encroachment remediation	-	15,000	0.00%	
Test urban camp cleanup	-	100,000	0.00%	
Environmental services/studies	3,948	-	Not budgeted	
Total M & O Expenses	1,361,905	1,559,490	87.33%	
Administration Expenses				
Board of trustees compensation	6,339	7,600	83.41%	
Trustee expenses	1,688	1,750	96.46%	
Accounting services	16,300	15,000	108.67%	
Legal services (general)	25,409	50,000	50.82%	
Utilities	34,212	35,000	97.75%	
Telephone	15,319	18,000	85.11%	
Retiree benefits	131,943	135,650	97.27%	
Office equipment/furniture	2,484	7,500	33.12%	
Office supplies	-	2,000	0.00%	
Auto allowance	7,093	6,600	107.47%	
Parking reimbursement	-	500	0.00%	
General office expense	12,729	13,000	97.92%	
Technology and software	4,564	10,000	45.64%	
Dues and associations	22,126	25,000	88.50%	
Property and liability insurance	19,821	30,000	66.07%	
Conference/workshop/seminar	-	3,000	0.00%	
Public relations/information	24,748	30,000	82.49%	
Miscellaneous	2,672	5,000	53.44%	
Employee morale/wellness	208	2,000	10.40%	
Investment fees	11,969	15,000	79.79%	
Community services	1,210	1,500	80.67%	
Bookkeeping services	8,138	14,000	58.13%	
Property taxes	1,767	3,000	58.90%	
Building maintenance	18,402	10,000	184.02%	
County Dtech fees for DLMS	36,313	40,000	90.78%	
Election expense	2,008	96,819	2.07%	
County assessment fees	22,507	-	Not budgeted	Non cash expense, netted against assessment revenue
Interest expense	488	-	Not budgeted	
Total Administration Expenses	430,457	577,919	74.48%	
Special Projects Expenses				
Engineering studies/survey studies	-	15,000	0.00%	
Levee standards compliance	71,163	100,000	71.16%	
Small capital projects	32,564	50,000	65.13%	
Total Special Project Expenses	103,727	165,000	62.86%	
Capital Outlay				
Equipment purchases (over \$5,000)	73,825	93,000	79.38%	
Total Capital Outlay	73,825	93,000		
Capital Outlay: District Headquarters				
Building improvements/maintenance	30,503	40,000	76.26%	
La Riviera improvements/maintenance	4,322	10,000	43.22%	
	34,825	50,000		

Note: Amounts above are not audited

The above information is current through the last day of the previous month's bank activity.

Data has been verified by the bookkeeper and physical copies of checks have not been reviewed or received and some checks may not have cleared the bank account.

AMERICAN RIVER FLOOD CONTROL DISTRICT
Cash Flow Report
July 2018 through June 2019

Cash Flow Report

Maintenance and Operations Expens	Jul 18	Aug 18	Sept 18	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	May 19	Jun 19	TOTAL
500 - Salary/Wages	54,173.03	58,087.91	61,528.70	54,969.50	57,035.35	81,246.01	27,966.03	57,464.14	55,002.06	54,399.98	55,932.06	56,092.06	673,896.83
501 - Payroll Taxes	4,173.85	4,482.27	4,754.48	3,861.68	3,503.40	5,807.05	2,675.19	4,985.99	4,253.86	4,221.88	4,365.77	4,324.72	51,410.14
502 - Pension	12,673.06	12,483.57	11,913.77	7,394.26	15,652.21	10,969.24	8,685.50	10,906.76	7,381.96	11,179.02	11,334.05	15,493.56	136,066.96
503 - Compensation Insurance	8,751.70	0.00	0.00	8,827.33	0.00	0.00	10,069.07	0.00	0.00	0.00	0.00	0.00	27,648.10
504 - Medical/Dental/Vision	15,339.13	15,339.13	15,339.13	15,339.13	15,339.13	14,142.28	15,423.55	15,689.55	15,908.86	15,585.32	15,585.32	15,655.32	184,685.85
508 - Fuel/Oil	3,476.23	2,162.66	1,590.25	5,507.45	1,195.40	3,496.29	1,042.44	1,351.87	1,551.03	1,503.04	4,225.26	2,370.59	29,472.51
509 - Equipment Rental	0.00	1,420.71	7,838.74	6,966.92	7,685.31	3,053.15	1,111.94	4,171.48	4,169.34	4,310.64	1,283.25	3,129.50	45,140.98
510 - Equipment Purchase(< \$5000	6,452.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,961.42	689.25	14,103.16
511 - Equipment Repair/Parts	7,863.87	1,711.15	2,395.66	983.92	790.74	1,256.86	1,495.97	2,790.43	5,256.16	10,772.28	9,334.63	4,108.72	48,760.39
512 - Shop Supplies	694.04	564.90	735.07	809.91	2,053.06	2,037.41	1,160.57	207.06	935.73	3,129.52	2,180.25	962.53	15,470.05
514 - Levee Maint(Supplies&Materi	628.17	0.00	3,409.94	2,744.97	295.52	12,921.63	0.00	3,865.74	702.78	1,124.71	1,251.33	1,259.50	28,204.29
515 - Levee Maintenance Services	0.00	1,373.85	5,148.34	6,842.33	20,564.54	696.25	617.72	10,624.04	2,318.02	1,452.02	50.00	7,848.15	57,535.26
516 - Employee Uniforms	4,896.47	0.00	0.00	0.00	0.00	306.80	89.31	0.00	0.00	172.12	84.18	0.00	5,548.88
518 - Staff Training	350.00	0.00	52.39	119.14	63.63	711.56	0.00	180.00	270.00	0.00	122.04	(42.04)	1,826.72
519 - Miscellaneous O&M	0.00	0.00	0.00	0.00	1,125.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,125.00
521 - Small Tools & Equip	0.00	0.00	3,545.50	746.66	1,940.44	0.00	0.00	0.00	815.66	0.00	113.60	0.00	7,161.86
523 - Levee Maint. (Chemicals)	0.00	0.00	0.00	0.00	0.00	9,397.77	2,418.69	102.23	0.00	316.06	0.00	0.00	12,234.75
525 - Emergency Preparedness Pr	0.00	0.00	0.00	0.00	8,400.00	1,031.61	0.00	0.00	0.00	268.79	0.00	0.00	9,700.40
530 - Encroachment Remediation I	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
532 - Rodent Abatement	404.83	0.00	0.00	0.00	2,587.63	0.00	0.00	0.00	0.00	2,568.45	0.00	0.00	5,560.91
605 - Engineering Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
615 - Survey Services	187.23	154.01	234.76	154.01	148.66	313.93	403.19	205.72	198.43	324.67	192.46	270.70	2,787.77
616 - Environmental Services/Studi	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total M&O Expense	120,064.10	97,780.16	118,486.73	115,267.21	138,380.02	147,387.84	73,159.17	112,545.01	98,763.89	111,328.50	113,015.62	112,162.56	1,358,340.81

Administrative Expenses	Jul 18	Aug 18	Sept 18	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	May 19	Jun 19	TOTAL
505 - Telephone	1,057.50	1,083.40	1,418.71	1,335.95	1,285.00	2,696.87	3,931.06	1,403.04	1,158.05	1,726.04	1,886.85	855.97	19,838.44
506 - Utility Charges	2,494.07	2,891.72	3,455.51	3,121.87	2,938.77	2,845.25	2,901.94	2,790.70	2,950.67	4,154.59	3,155.36	3,049.29	36,749.74
507 - Office/Shop Lease	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
513 - Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
517 - Auto Allowance	550.00	550.00	550.00	550.00	550.00	825.00	275.00	550.00	550.00	550.00	550.00	550.00	6,600.00
520 - Retiree Benefits	11,300.68	11,300.68	11,300.68	10,045.45	10,882.27	10,968.74	10,968.74	10,968.74	10,968.74	10,968.74	10,968.74	10,968.74	131,610.94
522 - Office Equipment/Furniture	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,484.34	0.00	0.00	2,484.34
526 - Mileage/Parking Reimburse	0.00	0.00	0.00	116.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116.63
527 - General Office Expense	760.67	936.58	1,531.21	843.08	1,054.71	1,142.84	1,697.20	754.77	2,785.70	1,181.38	1,808.07	816.11	15,312.32
529 - Pre-funding Retiree Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
531 - Technology & Software	389.89	730.24	259.99	484.94	259.99	259.99	341.18	200.00	1,166.34	291.18	309.99	59.99	4,753.72
600 - Board of Trustees Compensa	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,801.05	0.00	0.00	0.00	0.00	1,801.05
601 - Trustee Expenses	285.00	380.00	475.00	380.00	285.00	475.00	380.00	475.00	380.00	760.00	1,045.00	475.00	5,795.00
602 - Accounting Services	82.41	33.70	28.46	177.93	296.99	462.35	0.00	26.05	201.15	26.94	295.14	146.34	1,777.46
603 - Legal Fees (General)	0.00	0.00	0.00	0.00	0.00	2,050.00	0.00	0.00	0.00	13,550.00	0.00	0.00	15,600.00
604 - Flood Litigation	5,646.68	5,689.00	866.59	656.00	943.00	3,634.36	2,214.00	656.00	2,046.50	3,959.50	7,415.50	3,018.00	36,745.13
606 - Legislative Services	1,079.00	302.00	0.00	0.00	0.00	2,823.25	3,964.74	5,134.25	2,884.50	4,242.75	0.00	3,250.50	23,680.99
607 - Dues and Assoc. Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
608 - Insurance Premiums	0.00	0.00	5,653.00	180.00	16,190.00	90.00	0.00	286.00	0.00	0.00	55.00	0.00	22,454.00
609 - Conference /Workshops/Sem	0.00	0.00	0.00	20,857.00	0.00	0.00	0.00	0.00	0.00	9,686.73	0.00	0.00	30,543.73
610 - Public Relations Information	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
611 - Election Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,319.74	10,427.93	0.00	24,747.67
612 - District Annexations	0.00	0.00	0.00	0.00	0.00	0.00	2,008.00	0.00	0.00	0.00	0.00	0.00	2,008.00
613 - Community Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
614 - Miscellaneous Admin	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	210.35	0.00	1,210.35
617 - Investment Fees	0.00	0.00	0.00	0.00	564.00	282.00	2,632.00	470.00	0.00	0.00	0.00	0.00	3,948.00
618 - Property Tax	3,682.00	3,716.00	0.00	0.00	3,967.00	0.00	0.00	3,989.00	0.00	0.00	4,013.00	0.00	19,367.00
619 - Building Maintenance	0.00	0.00	0.00	0.00	1,659.54	0.00	0.00	0.00	0.00	0.00	30.00	0.00	1,689.54
620 - Bookkeeping Services	277.46	1,415.97	417.39	71.00	2,150.00	569.74	507.96	2,949.64	1,544.71	0.00	0.00	0.00	9,903.87
621 - County Assessment Fees	787.50	975.00	450.00	600.00	1,162.50	375.00	525.00	1,087.50	937.50	1,912.50	1,087.50	0.00	9,900.00
622 - County DTEch Fees for DLMS	0.00	189.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	519.15	709.06
623 - Employee Morale/Wellness	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	519.15	519.15

AMERICAN RIVER FLOOD CONTROL DISTRICT
Cash Flow Report
July 2018 through June 2019

Total Administrative	28,392.86	30,194.20	26,406.54	39,419.85	44,188.77	29,500.39	33,346.82	33,541.74	27,573.86	69,814.43	43,258.43	24,228.24	429,866.13
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Special Projects Expenses	Jul 18	Aug 18	Sept 18	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	May 19	Jun 19	TOTAL
702 - Engineering/Survey Studies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
703 - Encroachment Remediation &	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704 - Vegetation Management	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
705 - Small Capital Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
707 - Levee Standards Compliance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Special Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Capital Outlay: Flood Control	Jul 18	Aug 18	Sept 18	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	May 19	Jun 19	TOTAL
700 - Bank Protection	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
701 - Magpie Creek	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
706 - Property Acquisition	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
709 - Equipment Purchase (> \$500)	0.00	0.00	0.00	24,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24,800.00
Total Capital Outlay: Flood Control	0.00	0.00	0.00	24,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24,800.00

Income	Jul 18	Aug 18	Sept 18	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	May 19	Jun 19	TOTAL
120 - Benefit Assessment	0.00	39,740.55	0.00	0.00	0.00	25,521.99	0.00	743,367.68	0.00	0.00	565,014.19	0.00	1,373,644.41
122 - SAFCA CAD4	780,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	780,000.00
123 - Interest	3,107.73	1,480.93	1,244.38	3,463.58	680.39	488.29	2,969.66	991.88	1,115.57	3,915.99	976.35	519.15	20,953.90
124 - O&M Agreements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	221,348.40	0.00	0.00	0.00	0.00	221,348.40
126 - Miscellaneous Income	0.00	224.62	160.00	5,760.00	0.00	0.00	0.00	0.00	0.00	0.00	8,170.29	0.00	14,314.91
Total Income	783,107.73	41,446.10	1,404.38	9,223.58	680.39	26,010.28	2,969.66	965,707.96	1,115.57	3,915.99	574,160.83	519.15	2,410,261.62

Fund Balance

District Operations Fund	Jul 18	Aug 18	Sept 18	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	May 19	Jun 19
Beginning Balance	1,619,082.39	2,253,733.16	2,167,204.90	2,023,716.01	1,878,252.53	1,696,364.13	1,545,486.18	1,441,949.85	1,725,115.06	1,599,892.88	1,422,665.94	1,840,552.72
Income	783,107.73	41,446.10	1,404.38	9,223.58	680.39	26,010.28	2,969.66	965,707.96	1,115.57	3,915.99	574,160.83	519.15
Expenses	148,456.96	127,974.36	144,893.27	154,687.06	182,568.79	176,888.23	106,505.99	682,542.75	126,337.75	181,142.93	156,274.05	636,390.80
Ending Balance	2,253,733.16	2,167,204.90	2,023,716.01	1,878,252.53	1,696,364.13	1,545,486.18	1,441,949.85	1,725,115.06	1,599,892.88	1,422,665.94	1,840,552.72	1,204,681.07

Capital Outlay Reserve Fund	Jul 18	Aug 18	Sept 18	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	May 19	Jun 19
Beginning Balance	1,270,000.00	1,270,000.00	1,270,000.00	1,270,000.00	1,270,000.00	1,270,000.00	1,270,000.00	1,270,000.00	1,270,000.00	1,270,000.00	1,270,000.00	1,270,000.00
Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending Balance	1,270,000.00	1,270,000.00	1,270,000.00	1,270,000.00	1,270,000.00	1,270,000.00	1,270,000.00	1,270,000.00	1,270,000.00	1,270,000.00	1,270,000.00	1,270,000.00

Retiree Health Benefit Reserve Fund	Jul 18	Aug 18	Sept 18	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	May 19	Jun 19
Beginning Balance	2,980,014.00	2,980,014.00	2,980,014.00	2,980,014.00	2,980,014.00	2,980,014.00	2,980,014.00	2,980,014.00	2,980,014.00	2,980,014.00	2,980,014.00	2,980,014.00
Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500,000.00
Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending Balance	2,980,014.00	2,980,014.00	2,980,014.00	2,980,014.00	2,980,014.00	2,980,014.00	2,980,014.00	2,980,014.00	2,980,014.00	2,980,014.00	2,980,014.00	3,480,014.00

Flood Emergency Response Reserve Fund	Jul 18	Aug 18	Sept 18	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	May 19	Jun 19
Beginning Balance	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00
Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending Balance	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00

Emergency Repair Reserve Fund	Jul 18	Aug 18	Sept 18	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	May 19	Jun 19
Beginning Balance	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00
Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending Balance	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00

Total Balance	9,503,747.16	9,417,218.90	9,273,730.01	9,128,266.53	8,946,378.13	8,795,500.18	8,691,963.85	8,975,129.06	8,849,906.88	8,672,679.94	9,090,566.72	8,954,695.07
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**CONFLICT OF INTEREST CODE
FOR
AMERICAN RIVER FLOOD CONTROL DISTRICT**

The Political Reform Act, Government Code § 81000 et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, Ca. Code Regs. tit. 2, § 18730, which contains the terms of a standard conflict of interest code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments to the Political Reform Act after public notice and hearings. Therefore, the terms of Ca. Code Regs tit. 2, § 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of American River Flood Control District.

Designated employees shall file their statements of economic interests with American River Flood Control District, which will make the statements available for public inspection and reproduction (Government Code § 81008.)

APPENDIX OF DESIGNATED POSITIONS

<u>DESIGNATED POSITIONS</u>	<u>ASSIGNED DISCLOSURE CATEGORIES</u>
Officials Who Manage Public Investments And Candidates for any such office ¹ .	
1. Office Manager	2
2. Consultants*	1
3. Superintendent	1

*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitation:

The manager of the district may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

¹ It has been determined that the positions listed below and those who are candidates for these office manage public investments and will file a statement of economic interests pursuant Government Code § 87200:
Manager/Trustees, Flood Emergency Manager/Relief Manager

APPENDIX OF DISCLOSURE CATEGORIES

Category 1

All interests in real property² as well as investments and business positions in business entities and income from agricultural or farming entities, real estate developers, contractors, agents or brokers, as well as sources which provide facilities, services, supplies, or equipment of the type utilized by the district, including but not limited to:

- Pipe, valves, fittings, etc.
- Pumps, motors, etc.
- Meters
- Construction and building materials
- Engineering services
- Construction contractors
- Safety equipment and facilities
- Hardware tools and supplies
- Freight and hauling
- Motor vehicles, heavy equipment,
Special vehicles and parts and services thereto
- Petroleum products
- Photographic services, supplies and equipment
- Janitorial services
- Water quality testing
- Chemicals, insecticides, weed killers
- Communications equipment and services
- Travel agencies
- Well drilling
- Electrical equipment
- Computer hardware and software
- Architectural services
- Water treatment equipment, supplies and services
- Custom farming services such as weed abatement, etc.
- Telemetry equipment
- Appraisal services
- Printing, reproduction, record keeping, etc.
- Office equipment
- Accounting services
- Real estate agent/brokers and investment firms
- Title companies
- Public utilities

² Pursuant to Government Code § 82035, designated officials and employees in this disclosure category need only disclose real property any part of which is located either (a) within or not more than two miles from the geographical boundaries of the District or (b) within or not more than two miles from land used or owned by the District outside the geographical boundaries of the District.

Category 1 Cont'd

Banks and savings and loan institutions
Financial audit services
Consulting services, such as legal, energy and power, engineering, data processing, computers, labor relations, public relations, planning, economics, environmental, and appraisal
Agricultural production

Category 2

All interest in real property³ as well as investments and business positions in business entities and income from sources which provide supplies, services, equipment or facilities of the type utilized by the district, including but not limited to:

Printing, reproduction, record keeping equipment, supplies and services
Janitorial services
Office equipment, supplies and services
Travel agencies
Employment agencies
Medical services and supplies
Computer hardware and software
Communications services and equipment
Consulting services
Accounting services
Financial audit services
Banks and savings and loan institutions
Appraisal services

³ Pursuant to Government Code § 82035, designated officials and employees in this disclosure category need only disclose real property any part of which is located either (a) within or not more than two miles from the geographical boundaries of the District or (b) within or not more than two miles from land used or owned by the District outside the geographical boundaries of the District.



550 Howe Avenue, Suite 210
Sacramento, California 95825

Telephone: (916) 564-8727
FAX: (916) 564-8728

July 7, 2019

Board of Directors
American River Flood Control District
165 Commerce Circle, Suite D
Sacramento, California 95815

We are pleased to confirm our understanding of the services we are to provide for American River Flood Control District (District) for the year ended June 30, 2019. We will audit the financial statements of the governmental activities and the aggregate remaining fund information, which comprise the District's basic financial statements as of and for the year June 30, 2019. Accounting standard generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budget and Actual Comparison
3. Schedule of District's Proportionate Share of the Net Pension Liability and Schedule of Contributions to the Pension Plan
4. Schedule of Changes in Net other Postemployment Benefits Liability and Related Ratios
5. Schedule of Contributions – OPEB
6. Schedule of Investment Returns - OPEB

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and will include tests of accounting records, and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis of matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audits or are unable to form or have not formed opinions, we may decline to express an opinion or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will include a paragraph that states the purpose of the report is solely to describe the testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with

preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities; to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the District and the respective changes in financial position and cash flows, where applicable, in conformity with the U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making all financial records and related information available to us, including any significant vendor relationships in which the vendor has the responsibility for program compliance. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud, or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the periods covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected funding sources and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will request certain written representations from you about the financial statements and related matters.

Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the design of the entity and its environment, including internal control, sufficient to assess the results of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will communicate to management and those charged with governance on internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Audit Administration and Other

Ingrid Shepline is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign the report.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will request certain written representations from management about the financial statements and related matters. Because of the importance of oral and written management representations to an effective audit, the District releases and indemnifies Richardson & Company, LLP and its personnel from any and all claims, liabilities, costs and expenses attributable to any active negligence on the part of the District.

The audit documentation for this engagement is the property of Richardson & Company, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the California State Board of Accountancy or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. The firm will also make available its workpapers and respond to all reasonable inquiries of successor auditors and others to review workpapers of the District, upon the District's written request or consent. If requested, access to such audit documentation will be provided under the supervision of Richardson & Company, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. All professional and administrative services and expenses relating to such access will be charged as an additional expense to the District at the rates listed in the Professional Fees section of this letter. The workpapers for this or any engagement for you will be retained for a minimum of seven years after the date the auditor's report is issued, or longer if required by generally accepted auditing standards.

In the event we are requested or authorized by you or required by government regulation, subpoena, or other legal process to produce our workpapers or our personnel to respond to inquiries or serve as witnesses with respect to this or any engagement for you, you will, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, in responding to such a request. If such a request is made, and unless we are obligated by law or legal process to the contrary, we will inform you prior to providing such access.

If the District intends to publish or otherwise reproduce in any document our report on the District's financial statements, or otherwise make reference to our Firm in a document that contains other information in addition to the audited financial statements (e.g., in a debt offering circular for example), the District agrees that prior to making any such use of our report, or reference to our Firm, management will provide us with a draft of the document to read and obtain our approval for the inclusion or incorporation by reference of our report, or the reference to our Firm, in such document before the document is printed and distributed. The inclusion or incorporation by reference of our report in any such document would constitute the reissuance of our report and any request by the District to reissue our report or to consent to its inclusion or incorporation by reference in an offering or other document will be considered based on the facts and circumstances existing at the time of such request. The estimated fees outlined herein do not include any services that would need to be performed in connection with any such request to make use of our report, or reference to our Firm; fees for such services would be based upon the rates for additional services as described in the Professional Fees section.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, if applicable, you understand that electronic sites are a means to distributed information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Our Firm, as well as all other accounting firms with a significant audit practice, participates in a "peer review" program, covering our audit and accounting practices. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our current peer review report accompanies this letter.

Professional Fees

Our fee for audit services for the year ended June 30, 2019 will be \$12,090. We will also provide assistance with performing the calculations to allocate the CalPERS pension amounts to the District and prepare the information for the footnote disclosures. We estimate that our fee for this services would not exceed \$900. In addition, we will provide assistance in developing the

journal entry to record the OPEB liability and prepare the footnote disclosure to comply with GASB 75. We estimate the fee for this service would not exceed \$850.

These fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit and include out-of-pocket expenses for items including clerical support, computer charges, supplies, telephone charges, printing and travel. There will be no additional charges to the District related to these items. Our fee is all inclusive and represents a not to exceed amount.

These estimates do not take into consideration changes in the scope of the audit due to changes in accounting or auditing pronouncements and standards, laws or regulations, the loss of key accounting personnel, material weaknesses in the internal control environment, or significant changes in the scope of the District’s operations. We will discuss a new fee estimate with the District if such an event occurs.

Additional Services: The fee for additional services provided under this engagement letter or otherwise requested by the District, if any, will be based on a rate per hour by staff classification as follows:

<u>Classification</u>	<u>Rate Per Hour</u>
Partner	\$ 180
Senior Manager	120
Managers and Supervisors	110
Seniors	100
Staff	80

If any provision in this letter is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

In the event of any dispute between the parties, the parties agree first to submit any such dispute to mediation before a mutually agreeable retired judge or attorney with at least five years of experience as a mediator, with the parties to share equally in the costs of such mediation. If the mediation does not resolve the dispute and the dispute relates to unpaid fees only, then the parties agree to submit such fee dispute to binding arbitration before a mutually agreeable arbitrator of at least five years’ experience and in accordance with the provisions of Code of Civil Procedure 1280 to 1294.2. In all other disputes where mediation fails, either party may file an action in the Sacramento County Superior Court. The prevailing party in any such action will be entitled to its reasonable attorney’s and expert witness fees and litigation costs.

* * * * *

American River Flood Control District
July 7, 2019
Page 9 of 10

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

RICHARDSON & COMPANY, LLP



Ingrid M. Sheipline, CPA
Managing Partner

Response:

This letter correctly sets forth the understanding of the District.

By: _____

Title: _____

Date: _____



CPAs & BUSINESS ADVISORS

Report on the Firm's System of Quality Control

July 17, 2018

To the Partners of Richardson & Company, LLP
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Richardson & Company, LLP (the firm) in effect for the year ended March 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Richardson & Company, LLP in effect for the year ended March 31, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Richardson & Company, LLP has received a peer review rating of *pass*.

Eide Bailly LLP

What inspires you, inspires us. eidebailly.com

Invoices Paid

	DATE	AMOUNT	CHECK #
Chapman, Malane E (Trustee Expense)	6/14/19	47.22	7011
Quickbooks (Employees)	6/16/19	\$29.25	EFT
HSA (Employee)	6/17/19	\$150.00	EFT
HSA (Miscellaneous Admin)	6/17/19	\$2.95	EFT
HSA (Employee)	6/17/19	\$150.00	EFT
Quickbooks (Trustees)	6/20/19	\$16.25	EFT
Quickbooks (Employees)	6/28/19	\$108.25	EFT
HSA (Employee)	6/26/19	\$150.00	EFT
	Total	\$606.70	

Trustee Compensation

	DATE	GROSS	NET	CHK#
6/14/19 Board Meeting				
Holloway, Brain F	6/21/19	\$95.00	\$86.78	Direct Dep
Johns, Steven T	6/21/19	\$95.00	\$86.78	Direct Dep
L'Ecluse, Tamika A S	6/21/19	\$95.00	\$86.78	Direct Dep
Shah, Cyril A	6/21/19	\$95.00	\$86.78	Direct Dep
Vander Werf, Rachelanne	6/21/19	\$95.00	\$86.78	Direct Dep
	Total	\$475.00	\$433.90	

Trustee Taxes

	DATE	AMOUNT	CHK#
6/14/19 Board Meeting			
Federal Tax Payment	6/20/19	\$72.70	EFT
CA Withholding & SDI	6/20/19	\$4.75	EFT
CA UI & ETT	6/20/19	\$8.07	EFT
	Total	\$85.52	

Payroll Summary

	DATE	GROSS	NET	CHK#
PP ending 6/15/19				
Malane Chapman	6/16/19	2900.80	1871.71	Direct Dep
Elvin Diaz	6/16/19	1967.20	1369.87	Direct Dep
David Diaz	6/16/19	2085.60	1170.66	Direct Dep
Gilberto Gutierrez	6/16/19	2340.80	1430.52	Direct Dep
Ross Kawamura	6/16/19	4035.98	2063.81	Direct Dep
Lucas Kelley	6/16/19	1760.00	1200.35	Direct Dep
Tim Kerr	6/16/19	7077.17	5146.65	Direct Dep
Erich Quiring	6/16/19	2085.60	1415.28	Direct Dep
Jose Ramirez	6/16/19	2340.80	1682.73	Direct Dep
PP ending 06/30/19				
Malane Chapman	7/1/19	2900.80	1871.70	Direct Dep
Elvin Diaz	7/1/19	1967.20	1369.89	Direct Dep
David Diaz	7/1/19	2085.60	1170.68	Direct Dep
Gilberto Gutierrez	7/1/19	2340.80	1430.51	Direct Dep
Ross Kawamura	7/1/19	4035.98	2063.81	Direct Dep
Lucas Kelley	7/1/19	1760.00	1200.35	Direct Dep
Tim Kerr	7/1/19	7077.17	5146.66	Direct Dep
Erich Quiring	7/1/19	2085.60	1415.30	Direct Dep
Jose Ramirez	7/1/19	2340.80	1682.72	Direct Dep
	Total	\$50,847.10	\$34,703.20	

Employee & Relief GM Taxes

	DATE	AMOUNT	CHK#
PP ending 6/15/19			
Federal Tax Payment	6/15/19	\$6,600.12	EFT
CA Withholding & SDI	6/15/19	\$1,206.96	EFT
CA UI & ETT	6/15/19	\$0.00	EFT
PP ending 6/30/19			
Federal Tax Payment	6/30/19	\$2,542.00	EFT
CA Withholding & SDI	6/30/19	\$1,206.93	EFT
CA UI & ETT	6/30/19	\$0.00	EFT
	Total	\$11,556.01	

Employee Pension

	DATE	AMOUNT	CHK#
PP endin 6/15/19			
PERS Retirement Contribution (Unfunded Liability)	6/16/19	\$4,322.61	EFT
PERS Retirement Contribution	6/16/19	\$4,039.05	EFT
457 Deferred Comp (Employee Paid)	6/16/19	\$2,746.12	EFT
457 District Contribution	6/16/19	\$80.00	EFT
PP ending 6/30/19			
PERS Retirement Contribution	7/1/19	\$4,039.04	EFT
457 Deferred Comp (Employee Paid)	7/1/19	\$2,746.12	EFT
457 District Contribution	7/1/19	\$80.00	EFT
	Total	\$18,052.95	

Total of Invoices Paid and Payroll \$65,438.28

American River Flood Control District

Purchase of Bobcat Compact Track Excavator from Sourcewell Cooperative Purchasing

Staff Report

Discussion:

State law requires that purchases over \$25,000 must be made through a public bidding process. This ensures that public funds are spent on items at the best available price. In the past, the District has acquired large equipment through solicitation of public bids or through cooperative purchasing programs such as the CA Multiple Award Schedule or Sourcewell. Cooperative purchasing programs have already bid the items for sale publicly and include discounted rates based on collective bidding.

The District recently obtained a cost quote for a compact excavator from Bobcat at the Sourcewell cooperative purchasing rate. The Sourcewell rate is the best available price for this model of Bobcat Compact Excavator. The total price of \$42,665.66 includes:

- Bobcat Compact Excavator
 - Enclosed cab with HVAC
- Long Arm
- Dozer Blade with Float
- 16" MX2 XCHG Teeth
- 36" MX3 XCHG Grading
- 3 – Tined Grapple, Class 3

Recommendation:

The General Manager recommends that the Board of Trustees approve the purchase of a Bobcat Compact Excavator from Sourcewell.



Product Quotation

Quotation Number: HMM-16330

Date: 2019-07-08 18:53:06

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
AMERICAN RIVER FLOOD CONTROL DIST 185 COMMERCE CIRCLE SACRAMENTO, CA 95815	Bobcat of Sacramento, Sacramento, CA 575 DISPLAY WAY SACRAMENTO CA 95838 Phone: 916-504-3461 Fax: 209-466-7438	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total	
E26 R-Series Bobcat Compact Excavator	M5555	1	\$26,103.70	\$26,103.70	
"24.8 HP Tier 4 Arm - Long Auto-Idle Auxiliary Hydraulics, Boom Mounted Flush Face Quick Couplers Boom Swing Canopy <ul style="list-style-type: none"> Includes: Cup Holder, Retractable Seat Belt Roll Over Protective Structure (ROPS)- Meets Requirements of ISO 12117-2:2008 Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117:2000 Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262 Control Console Locks Control Pattern Selector Valve (ISO/STD)	Minimal Tail Swing Dozer Blade with Float Engine/Hydraulic Monitor with Shutdown Fingertip Auxiliary Hydraulic Control Fingertip Boom Swing Control Horn Hydraulic Joystick Controls Rubber Track Spark Arrestor Muffler Telematics - Machine IQ Two-Speed Travel, with Auto-Shift Vandalism Protection Work Lights X-Change (Attachment Mounting System) Warranty: 2 years, or 2000 hours whichever occurs first"				
Factory Installed Long Arm	P60 Performance Package	M5555-P06-P60	1	\$2,160.20	\$2,160.20
Enclosed Cab with HVAC Deluxe Instrument Panel with Keyless Start	C51 Comfort Package	M5555-P07-C51	1	\$4,838.40	\$4,838.40
Dealer Installed Attachments	Strobe Light Kit	7172974	1	\$271.10	\$271.10
	16" MX2 XCHG TEETH	7333245	1	\$532.00	\$532.00
	36" MX3 XCHG GRADING	7333978	1	\$790.40	\$790.40
	Power-Tilt PTX3	7319636	1	\$3,553.00	\$3,553.00
	--- Excavator Hose Kit (Check Description)	7331055	1	\$148.20	\$148.20
	3-Tined Grapple, Class 3	7102977	1	\$525.92	\$525.92
	15H Auger Hex Drive Unit	7145345	1	\$1,269.96	\$1,269.96
	--- X-Change Auger Interface	6817100	1	\$249.28	\$249.28
	--- .625 in. Pin Kit	6809733	1	\$16.77	\$16.77
	--- Heavy Duty, Hex, 9" Bit	6674958	1	\$788.73	\$788.73
Description	Part No	Qty	Price Ea.	Total	
Dealer Installed 2nd Aux Kit	783.20	1	\$0.00	\$0.00	

Total of Items Quoted	\$41,247.66
Freight Charges	\$1,293.00
Dealer Assembly Charges	\$125.00
Quote Total - US dollars	\$42,665.66

Notes:

**Prices per the SOURCEWELL - NJPA Contract #042815-CEC. Effective thru 05-19-2020*
**Customer must be a Coop Member to buy off contract – Log onto www.njpacoop.org if not a member to sign up.*
**Terms Net 30 Days. Credit cards accepted.*
**FOB Origin – Prepay and Add to Quote*
**Delivery: 60 to 90 days from ARO.*
**State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*
**TID# 38-0425350*
****Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, PO Box 6000, West Fargo, ND 58078.***

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____



American River Flood Control District
Central Valley Flood Protection Board Permit Application
Sewer Line Abandonment at Two Locations (Regional Sanitation)
Staff Report

Discussion:

This application from Regional Sanitation is for the abandonment of a decommissioned sewer line that crosses the American River near Cal Expo and the Business 80 freeway. Regional Sanitation is requesting a permit to formally abandon the sewer line where it crosses District levees at two locations. These locations are shown in the attached submittal materials.

The method of abandonment proposed by Regional Sanitation is to completely fill the pipe with grout in the sections that cross the levee footprint to a distance of 10-feet outside the levee toes. To accomplish this, plugs will be inserted into the pipe to limit the migration of grout in the pipe to the specified sections. The grout will be flowed into the pipe from the manhole riser to an elevation of 1-foot above the top of the pipe.

Additional information has been requested from the applicant that is not available at the time of this writing. This additional information includes:

1. What is the specification for the plugs to be used and how will they be installed? How will the location of the plugs be confirmed?
2. What is the mixture of the grout?
3. What is the quality control plan to confirm that the target volume of grout was achieved?

The responses to these additional Requests For Information (RFIs) are expected to be available at the time of the July 12th Board meeting.

Special Conditions:

An endorsement of this application should include Special Conditions that indicate the applicant shall be responsible for the complete removal of the abandoned sewer line sections at some time in the future if they interfere with any flood control project. This is necessary in the case that the levees require future flood control improvements and the abandoned pipe section impedes or obstructs the contractor. This would subject the project sponsors to considerable additional costs.

Recommendation:

The General Manager is withholding a recommendation until the responses to the RFIs are reviewed.

**APPLICATION FOR A CENTRAL VALLEY FLOOD PROTECTION BOARD
ENCROACHMENT PERMIT**

Application No. _____
(For Office Use Only)

1. Description of proposed work being specific to include all items that will be covered under the issued permit.

Abandon-in-place two sections of the existing S23 Force Main located within the north and south American River Flood Control Levee. Plugs will be installed in pipeline through existing manholes and placed 10' past levee toes. The pipe will be filled with grout and poured in through existing manhole. There will be no excavation or tree removal associated with this abandonment.

2. Project

Location: Sacramento County, in Section 32

Township: 9 (N) (E) (S), Range: 5 (W), M. D. B. & M.

Latitude: 38°35'16.03"N Longitude: 121°26'58.26"W

Stream : American River , Levee : American River Fld Cont Designated Floodway: American River

APN: 0010170060000

3. Sacramento Regional County Sanitation District of 10060 Goethe Rd.
Name of Applicant / Land Owner Address

Sacramento CA 95827 (916) 876-5608
City State Zip Code Telephone Number
bonillae@sacsewer.com
E-mail

4. Elizabeth Bonilla of Sacramento Regional County Sanitation District
Name of Applicant's Representative Company

Sacramento CA 95827 (916) 876-5608
City State Zip Code Telephone Number
bonillae@sacsewer.com
E-mail

5. Endorsement of the proposed project from the Local Maintaining Agency (LMA):

We, the Trustees of _____ approve this plan, subject to the following conditions:
Name of LMA

Conditions listed on back of this form Conditions Attached No Conditions

Trustee Date

Trustee Date

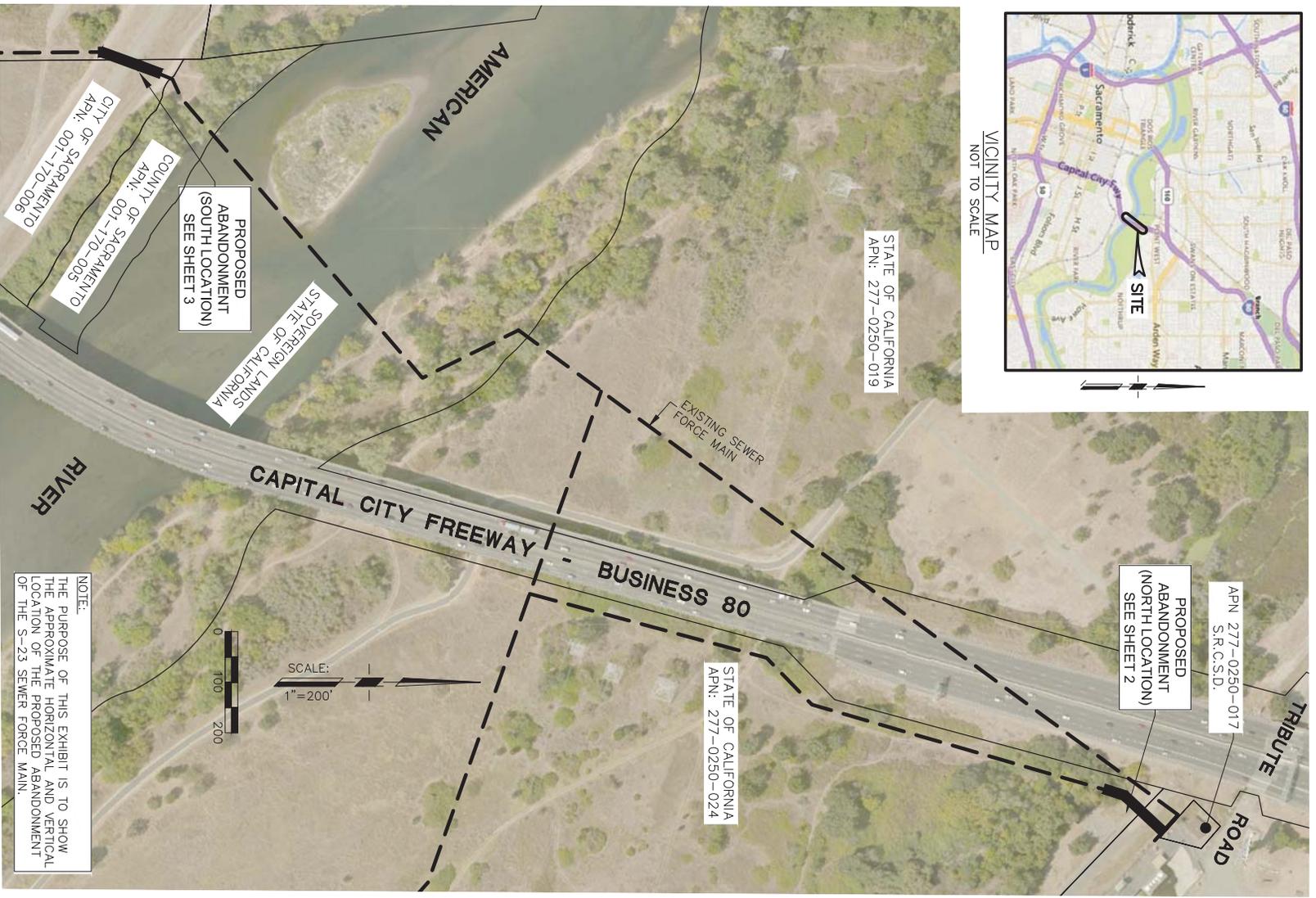
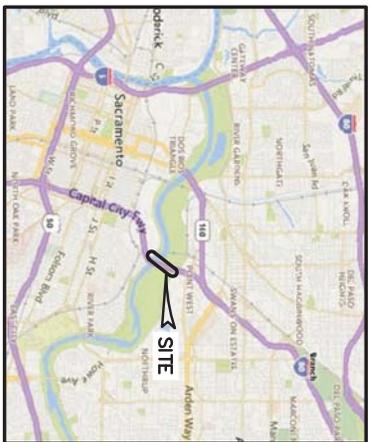


EXHIBIT FOR:
REGIONAL SAN - S23 FORCE MAIN ABANDONMENT
 AMERICAN RIVER (RIVER MILE 3.8)

SCALE: 1" = 200'

DATE: 6/25/2019

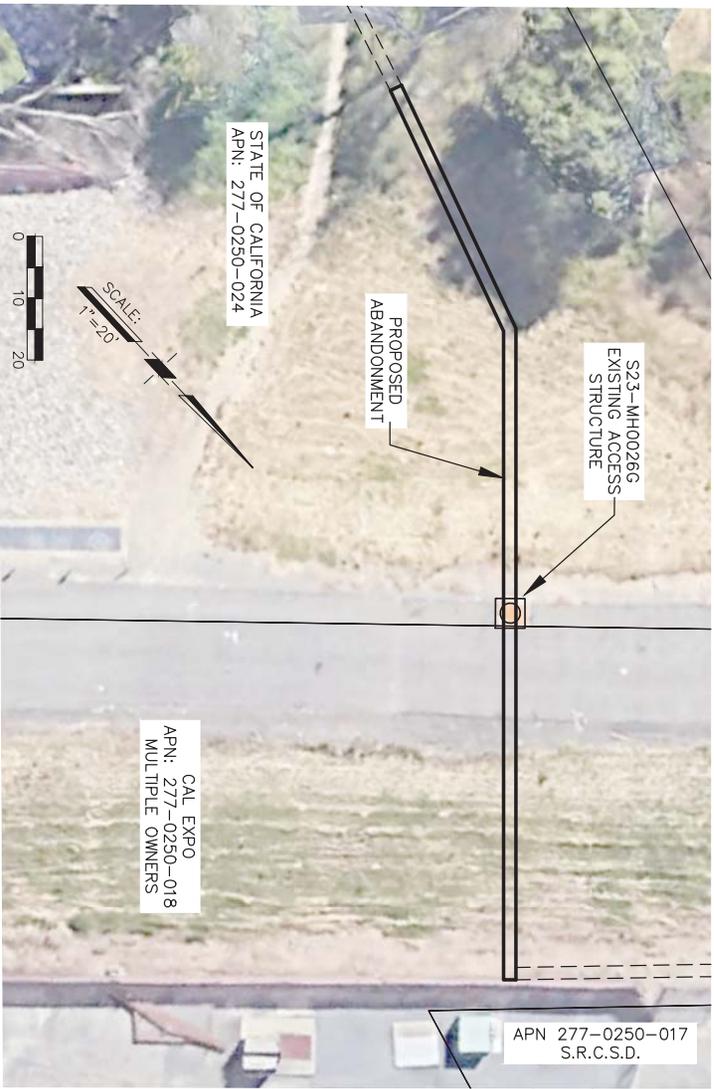
SHEET 1 OF 3

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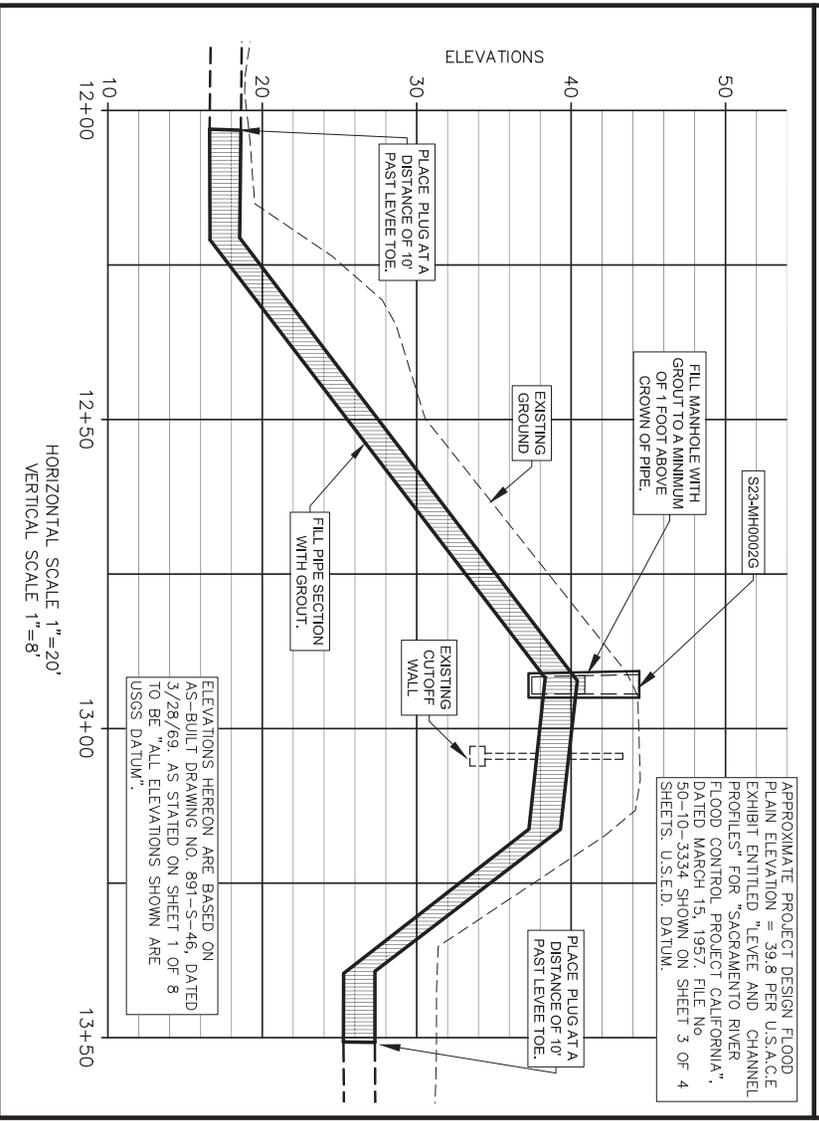


P S O M A S

NOTE:
 THE PURPOSE OF THIS EXHIBIT IS TO SHOW THE APPROXIMATE HORIZONTAL AND VERTICAL LOCATION OF THE PROPOSED ABANDONMENT OF THE S-23 SEWER FORCE MAIN.



**PROPOSED ABANDONMENT
NORTH LOCATION**



HORIZONTAL SCALE 1"=20'
VERTICAL SCALE 1"=8'

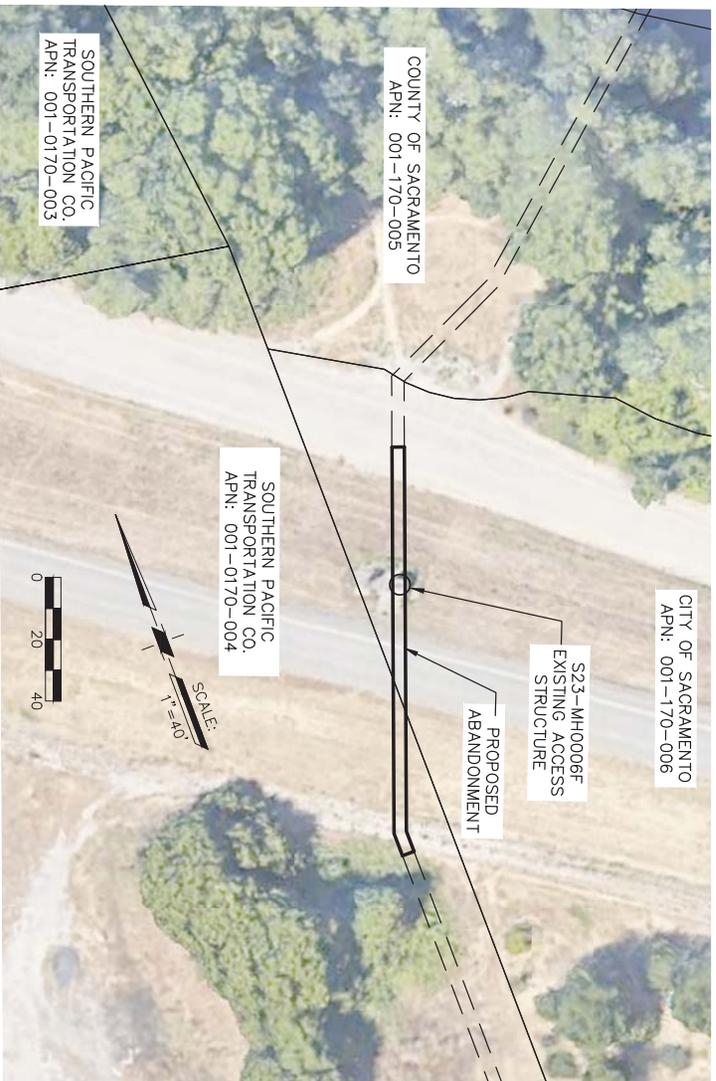
**EXHIBIT FOR:
REGIONAL SAN - S23 FORCE MAIN ABANDONMENT
AMERICAN RIVER (RIVER MILE 3.8)**

SCALE: 1" = 20'
DATE: 6/25/2019
SHEET 2 OF 3

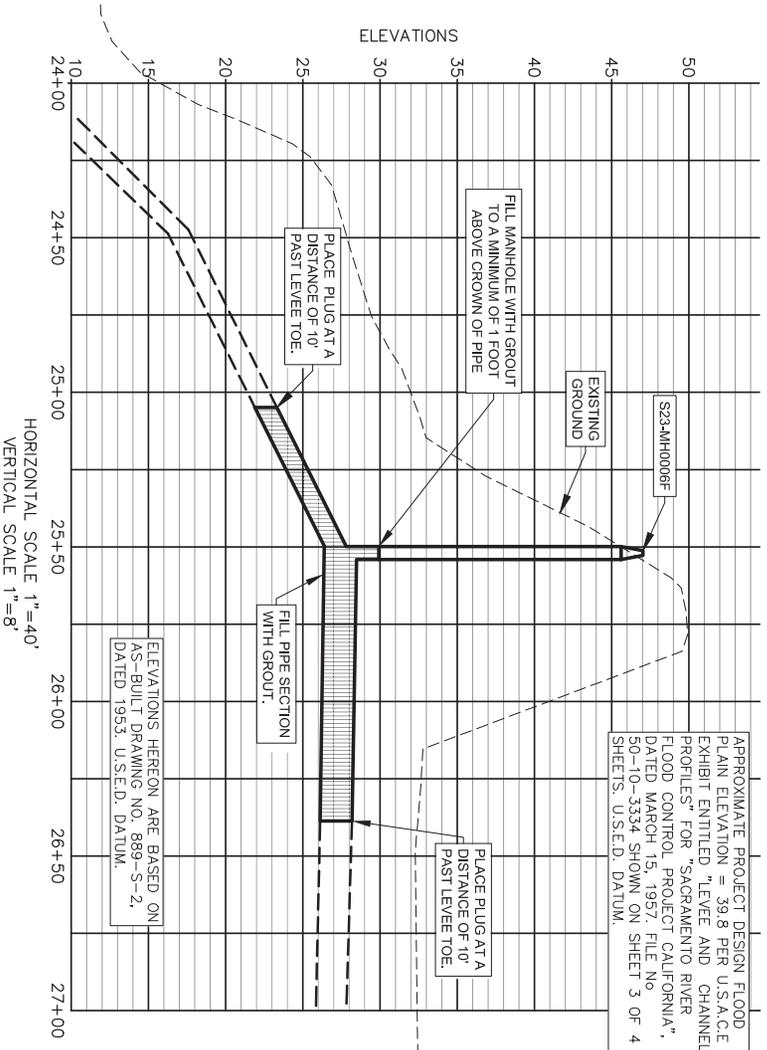


P S O M A S

Sheet: 14x28/2010 1113_MLI_BA_Headgate.dwg
Disc: P:\654310100\SAN\EXHIBIT_2019\14x28-Exhibit.dwg



**PROPOSED ABANDONMENT
SOUTH LOCATION**



**EXHIBIT FOR:
REGIONAL SAN - S23 FORCE MAIN ABANDONMENT
AMERICAN RIVER (RIVER MILE 3.8)**

SCALE: 1" = 40'
DATE: 6/25/2019
SHEET 3 OF 3



P S O M A S

Sheet: 14728/2310_1158_A41_LB_1_Vandana_Landis
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American River Flood Control District
Assembly Bill 137 – Declaring Levees as Critical Public Infrastructure
Staff Report

Assembly Bill 137 (Cooper)

The Central Valley Flood Protection Board was recently alerted to the threat to the levee system posed by unauthorized campers and their camp materials. Upon hearing presentations from ARFCD, RD 1000, and others, the Board directed their staff to work with local agencies to develop legislation that could prevent this threat to public safety. District staff worked with the Board, RD 1000, the City of Sacramento, and various Local Maintaining Agencies to modify sections of the California Public Resources Code and Water Code. Assemblyman Cooper offered to carry the legislation and use the gut and amend process to insert this proposed language into a bill he had introduced previously. The bill is now titled Assembly Bill 137 and was cleared by the Rules Committee on July 3th and approved by the Water and Natural Resource Committee on July 9th.

This bill intends to accomplish three important tasks (see attached language and bill analysis):

- Designate the State's levees as critical public infrastructure
- Declare that individuals cannot obstruct or obscure the levee
- Establish that law enforcement officials can cite individuals for violating this section

The effect of AB 137 on the District

The effect this will have on the operation and maintenance activities of the American River Flood Control District will be that District crews will once again be able to mow, spray, and trim vegetation along the levees in continuous sections rather than leaving gaps in maintenance where presently camps may exist. Over the last 2-3 years, the District has had an increasing number of locations where it is not possible to perform adequate operations and maintenance due to the physical and visual obstructions created by the presence of camps and their inhabitants. The passage of AB 137 will restore the free access of the levees to District O&M crews for their work to maintain public safety.

The Effect of AB 137 on the Campers

The effect this bill will have on individuals currently camping on the levee footprint will be that they will need to return to a practice of camping off the levee footprint. This was the common expectation prior to 2-3 years ago. The influx of individuals camping along the region's waterways in the last few years caused a backlog in local law enforcement's

ability to clear campsites off the levees. The problem grew rapidly in proportion as campers saw that other campers were not being directed to move their campsites off the levees. It had previously been common knowledge amongst the camping population that camping was not allowed on levees. This understanding quickly became disregarded without the assistance of law enforcement to remove the campers. The problem worsened considerably with the *Martin vs. City of Boise* decision from the 9th Circuit Court of Appeals. This decision stated that Cities and municipalities could not enforce a no camping ordinance in public places if they did not have available beds for the displaced campers. With that decision, local law enforcement became averse to removing campers from levees until further legal direction could be obtained. The passage of AB 137 will declare that the State's levees are critical public infrastructure. This declaration clarifies that levees can be preserved and protected against damage and obstruction from camping. Campers will then need to return to a practice of placing their camps off the levee footprint and on other grounds. Once this knowledge circulates through the camping population, it is anticipated that the campers will change their practices to avoid citations.

The Reason ARFCD needs to take a position on AB 137

It is important that the American River Flood Control District takes a position on this bill. The District is one of the most heavily impacted flood control districts from the threat of damage to levees from unauthorized campers. The District is a highly urbanized population center with levees that protect hundreds of thousands of inhabitants, thousands of businesses, and the State Capitol. With the high population also comes the challenges faces by other California cities and a rapidly expanding homeless population. While other local agencies are more aptly suited to address the needs of homeless individuals, the District carries the mantle and holds the expertise in the preservation of the region's levees. Taking a position on this bill shows the public that the District is engaged in this discussion and has contemplated a vision for the future operation, maintenance, and protection of the region's levees.

Recommendation

The General Manager recommends that the Board of Trustees approve a motion to support Assembly Bill 137

AMENDED IN SENATE JUNE 28, 2019

AMENDED IN SENATE JUNE 25, 2019

AMENDED IN ASSEMBLY MARCH 11, 2019

CALIFORNIA LEGISLATURE—2019–20 REGULAR SESSION

ASSEMBLY BILL

No. 137

Introduced by Assembly Member Cooper

December 7, 2018

An act to amend Section 8720 of, to add Section 8540 to, and to repeal and add Section 8712 of, the Water Code, relating to flood control.

LEGISLATIVE COUNSEL'S DIGEST

AB 137, as amended, Cooper. Facilities of the State Plan of Flood Control: public access. *Control.*

Existing law establishes the Central Valley Flood Protection Board and authorizes the board to engage in various flood control activities along the Sacramento River, the San Joaquin River, their tributaries, and related areas. ~~Under existing law, it is unlawful for any person or public agency to interfere with, obstruct the performance, maintenance, or operation of, or otherwise take actions that may adversely affect facilities of the State Plan of Flood Control, as defined, designated floodways, or streams that are regulated by the board. Existing law requires every plan of reclamation, flood control, drainage, improvement, dredging, or work, that includes or contemplates the construction, enlargement, revetment, or alteration of any levee, embankment, canal, or other excavation in the bed of or along or near the banks of the Sacramento or San Joaquin Rivers or any of their tributaries or connected therewith, upon any land adjacent thereto,~~

within any of the overflow basins thereof, or upon any land susceptible to overflow therefrom, to be approved by the board before construction is commenced. Existing law prohibits a levee along a river or bypass at any of those specified places, or any levee forming part of any adopted flood control plan, from being cut or altered without permission of the board. Existing law makes a violation of the latter provisions a misdemeanor.

~~This bill would authorize the board to designate recreational areas within the State Plan of Flood Control to ensure public access to rivers, streams, overflow channels, basins, and bypasses, as prescribed. The bill would authorize the board to coordinate with other state and local entities to prohibit or limit public access to facilities of the State Plan of Flood Control as necessary to protect this critical public infrastructure.~~ *instead prohibit a person from concealing, defacing, destroying, modifying, using, occupying, cutting, altering, or physically or visually obstructing any levee along a river or bypass at any of those specified places, any levee forming part of any flood control plan, or any other facility of the State Plan of Flood Control without permission of the board. By expanding the behavior that would be punishable as a misdemeanor, the bill would impose a state-mandated local program. The bill would authorize the board or its designee, or a local agency that maintains the levee or facility, to inspect and remove any physical or visual obstructions placed or alterations made on any of the above-specified levees or facilities. The bill would authorize a peace officer, as defined, to enforce those provisions punishable by a misdemeanor in any place in the state to which the peace officer's authority extends.*

This bill would declare, among other things, that facilities of the State Plan of Flood Control are critical public infrastructure necessary for the protection of life, property, and the economy.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: ~~no~~-yes.

The people of the State of California do enact as follows:

1 SECTION 1. Section 8540 is added to the Water Code, to read:

2 8540. ~~(a)~~ The Legislature finds and declares as follows:

3 ~~(1)~~

4 (a) The federal, state, and local governments have invested
5 billions of dollars into improving the State Plan of Flood Control,
6 which is composed of essential public safety infrastructure.

7 ~~(2)~~

8 (b) The purpose of and need for the State Plan of Flood Control
9 is to protect life, property, and the economy.

10 ~~(3)~~

11 (c) Facilities of the State Plan of Flood Control are critical public
12 infrastructure necessary for the protection of life, property, and
13 the economy.

14 ~~(b) The board may designate recreational areas within the State
15 Plan of Flood Control to ensure public access to rivers, streams,
16 overflow channels, basins, and bypasses, where the board finds
17 that public access to the area will not harm facilities of the State
18 Plan of Flood Control.~~

19 ~~(e) The board may coordinate with other state and local entities
20 to prohibit or limit public access to facilities of the State Plan of
21 Flood Control as necessary to protect this critical public
22 infrastructure.~~

23 *SEC. 2. Section 8712 of the Water Code is repealed.*

24 ~~8712. No levee along a river or by-pass at any of the places
25 mentioned in this article, nor any levee forming part of any of the
26 plans of flood control adopted by this part or by the board, shall
27 be cut or altered without permission of the board.~~

28 *SEC. 3. Section 8712 is added to the Water Code, to read:*

29 8712. (a) A person shall not conceal, deface, destroy, modify,
30 use, occupy, cut, alter, or physically or visually obstruct any levee
31 along a river or bypass at any of the places mentioned in this
32 article, any levee forming part of any of the plans of flood control
33 adopted by this part or by the board, or any other facility of the
34 State Plan of Flood Control without permission of the board.

35 (b) The board or its designee, or a local agency that maintains
36 the levee or facility, may inspect and remove any physical or visual
37 obstructions placed or alterations made on any levee along a river
38 or bypass at any of the places mentioned in this article, any levee

4

1 *forming part of any of the plans of flood control adopted by this*
2 *part or by the board, or any other facility of the State Plan of Flood*
3 *Control.*

4 *SEC. 4. Section 8720 of the Water Code is amended to read:*

5 *8720. (a) Any person who does any act contrary to or in*
6 *violation of any of the provisions of this article is guilty of a*
7 *misdemeanor.*

8 *(b) A peace officer, as defined in Chapter 4.5 (commencing with*
9 *Section 830) of Title 3 of Part 2 of the Penal Code, may enforce*
10 *the provisions of this article in any place in the state to which the*
11 *peace officer's authority extends.*

12 *SEC. 5. No reimbursement is required by this act pursuant to*
13 *Section 6 of Article XIII B of the California Constitution because*
14 *the only costs that may be incurred by a local agency or school*
15 *district will be incurred because this act creates a new crime or*
16 *infraction, eliminates a crime or infraction, or changes the penalty*
17 *for a crime or infraction, within the meaning of Section 17556 of*
18 *the Government Code, or changes the definition of a crime within*
19 *the meaning of Section 6 of Article XIII B of the California*
20 *Constitution.*

O

SENATE COMMITTEE ON NATURAL RESOURCES AND WATER

Senator Henry Stern, Chair
2019 - 2020 Regular

Bill No:	AB 137	Hearing Date:	July 9, 2019
Author:	Cooper		
Version:	June 28, 2019		
Urgency:	No	Fiscal:	Yes
Consultant:	Dennis O'Connor		

Subject: Facilities of the State Plan of Flood Control

BACKGROUND AND EXISTING LAW

Existing law:

- 1) Establishes the Central Valley Flood Protection Board (board) and authorizes the board to engage in various flood control activities along the Sacramento River, the San Joaquin River, their tributaries, and related areas.
- 2) Defines "Facilities of the State Plan of Flood Control" as the levees, weirs, channels, and other features of the federally and state-authorized flood control facilities located in the Sacramento River and San Joaquin River drainage basin for which the board or the Department of Water Resources (DWR) has given the assurances of nonfederal cooperation to the United States required for the project, and specific units or portions of works of the Sacramento River Flood Control Project. (PRC §5096.805(j))
- 3) Requires the board, in Article 7, Chapter 3, Part 4, Division 5, of the Water Code, to approve every plan of reclamation, flood control, drainage, improvement, dredging or work, that includes or contemplates the construction, enlargement, revetment or alteration of any levee, embankment, canal or other excavation in the bed of or along or near the banks of the Sacramento or San Joaquin Rivers or any of their tributaries or connected therewith, or upon any land adjacent thereto, or within any of the overflow basins thereof, or upon any land susceptible to overflow therefrom, before construction is commenced. (WC §§ 8710 et seq.)
 - a) Specifically, and among other things, it is unlawful to cut or alter any levee along a river or by-pass at specific locations identified in Article 7, nor any levee forming part of any of the plans of flood control, without permission of the board.
 - b) Any person who does any act contrary to or in violation of any of these provisions is guilty of a misdemeanor.

PROPOSED LAW

This bill would:

- 1) Expand the prohibition on cutting or altering specific levees to a prohibition on concealing, defacing, destroying, modifying, using, occupying, cutting, altering, or physically or visually obstructing any levee forming part of any of the plans of flood

control adopted by this part or by the board, or any other facility of the State Plan of Flood Control without permission of the board.

- 2) Authorize the board, its designee, or a local agency that maintains the levee or facility, to inspect and remove any physical or visual obstructions placed or alterations made on any levee along a river or bypass at any of the places mentioned in Article 7, any levee forming part of any of the plans of flood control adopted by this part or by the board, or any other facility of the State Plan of Flood Control.
- 3) Authorize a peace officer, as defined, to enforce the provisions of Article 7 in any place in the state to which the peace officer's authority extends.

ARGUMENTS IN SUPPORT

According to the author, "There are 1,100 miles of levees in the Sacramento-San Joaquin Delta. California relies on the extensive systems of levees, weirs and flood bypasses to protect the lives and property of thousands of residents. Some levees date as far back to 1850, when California first joined the union."

"As engineered structures designed to prevent flooding, levees require regular operation and maintenance against erosion and other threats including major earthquakes, rising sea levels due to climate change and water seepage through the earthen barriers."

"Recent media reports highlighted a new threat to the levee system, the increasing issue of unauthorized excavations on the levees which in some cases results in significant damage. The unauthorized excavations are a growing threat to the integrity and stability of the levee system that protect large areas of Sacramento from flooding."

"Local maintaining agencies (LMAs) are frequently encountering large swaths of levee being removed leaving deep trenches on the side of the levees. The unauthorized alteration of the levee slope and riprap threatens not only the integrity of the engineered levee structure but also results in costly unbudgeted repairs by the LMAs. Last year alone, one LMA repaired 30 unauthorized cuts to the levee system."

"AB 137 strengthens protections against unauthorized excavations, cuts, alterations, or destruction of the levee system in order to protect against premature levee failure which could result in flooding, displacement of residents and thousands of dollars of damage to homes and property."

ARGUMENTS IN OPPOSITION: None received

COMMENTS

Problem Just Recently Recognized. In early May 2019, there were a number of news reports documenting situations where homeless encampments included significant excavation of levees. The picture on the next page shows one such excavation.

Northgate & Garden Highway



(Source: Reclamation District 1000)

Existing Authorities Insufficient To Address This Situation. The authorities granted to the board were in anticipation of such things as unauthorized fences across levees, pipes running through levees, etc. For example, the need for law enforcement actions to clear an encampment as shown above was never anticipated when the flood statutes were most recently revised in 2007. (The flood package of bills included AB 5 (Wolk, Stat. 2007, Ch. 366), AB 70 (Jones, Stat. 2007, Ch. 367), AB 156 (Laird, Stat. 2007, Ch. 368), AB 162 (Wolk, Stat. 2007, Ch. 369), SB 5 (Machado, Stat. 2007, Ch. 364), SB 17 (Florez, Stat. 2007, Ch. 365))

Technical Amendment Needed. The bill expands the list of actions requiring the board's permission and authorizes the board and others to enforce those provisions on "any levee along a river or bypass at any of the places mentioned in [Article 7], any levee forming part of any of the plans of flood control adopted by this part or by the board, or any other facility of the State Plan of Flood Control." In order to ensure that the board and others have access to inspect the facilities and enforce the prohibitions, it probably makes sense to clarify that those facilities include any associated right of way is also. (See suggested amendments)

SUGGESTED AMENDMENTS

AMENDMENT 1

On page 3, line 34, delete "Control" and insert "Control, including but not limited to any and all associated right of way"

AMENDMENT 2

On page 4, line 3, delete "Control." and insert "Control, including but not limited to any and all associated right of way."

SUPPORT

California Central Valley Flood Control Association
Reclamation District 1000
Reclamation District 999

OPPOSITION

None Received

-- END --

GROUND LEASE

Preamble and Recitals

This lease is entered into on June _____, 2019 by and between North Sacramento Land Company (NSLC), a California corporation, referred to in this lease as "Landlord," and American River Flood Control District, a Municipal Service District, referred to in this lease as "Tenant."

A.

Landlord is the owner of certain real property in the County of Sacramento, State of California, commonly known as APN 275-0300-001-0000 "the Premises".

B.

Tenant desires to lease the Premises (together with certain appurtenant rights and easements) for the purpose of storage in accordance with the agreement of the parties as set forth in this lease.

ARTICLE 1 LEASE OF PREMISES AND TERM OF LEASE

Agreement to Lease

Section 1.01. For and in consideration of the rents to be paid and covenants to be performed by Tenant under this lease, Landlord agrees to lease the Premises to Tenant, and Tenant agrees to lease the Premises from Landlord, on the terms and conditions set forth in this lease. Except as expressly otherwise provided in this lease, "the Premises" includes the real property plus any appurtenances and easements of this lease, exclusive of any Improvements now or subsequently located on the Premises, notwithstanding that any Improvements may or shall be construed as affixed to and as constituting part of the described Premises, and without regard to whether ownership of the Improvements is in Landlord or in Tenant.

Status of Title

Section 1.02. Title to the leasehold estate created by this lease is subject to all exceptions, easements, rights, rights-of-way, and other matters of record set forth on the Preliminary Title Report issued by _____, dated _____, a copy of which is attached as Exhibit "A."

Term of Lease

Section 1.03. The term of this lease shall be for a period of 5 years commencing on August 1, 2019, and continuing for 60 months, unless terminated earlier as provided in this lease.

ARTICLE 2 RENT

Minimum Rent

Section 2.01. Tenant agrees to pay to Landlord minimum monthly rent ("Minimum Rent") for each year during the term of this lease in the following amounts:

- (a) \$600.00 per month on the first of month for months 1-24;
- (b) \$612.00 per month for months 25-36;
- (c) \$624.24 per month for months 37-48; and,

(d) \$636.72 per month for months 49-60.

Additional Rent

Section 2.02. During the term of this lease in lieu of additional rent or additional minimum rent Tenant shall provide weed abatement service on the following parcels, as shown on Exhibit "B", provided they are still owned by Landlord:

275-0270-028

275-0310-007

275-0270-027

275-0260-050

275-0254-003

275-0253-016

275-0251-033

Time and Place for Payment of Rent

Section 2.03. All Minimum Rent provided for in Section 2.01 of this lease shall be paid by Tenant on a monthly basis on the first day of each calendar month. All rent required under this lease (Minimum and Percentage) shall be paid to Landlord at 400 Slobe Avenue, Sacramento, CA 95815, or any other place or places that Landlord may designate by written notice to Tenant.

No Partnership or Joint Venture

Section 2.04. Nothing in this lease shall be construed to render Landlord in any way or for any purpose a partner, joint venturer, or associate in any relationship with Tenant other than that of Landlord and Tenant, nor shall this lease be construed to authorize either to act as agent for the other.

ARTICLE 3 USE OF PREMISES

Permitted Use

Section 3.01. Tenant shall use the Premises solely for the purpose of storing equipment and supplies. Tenant shall not change the use of the Premises without first obtaining the written consent of Landlord.

Compliance With Laws

Section 3.02. Tenant shall, at Tenant's own cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal, including those requiring capital improvements to the Premises or Improvements, relating to any use and occupancy of the Premises (and specifically not limited to any particular use or occupancy by Tenant), whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. If any license, permit, or other governmental authorization is required for the lawful use or occupancy of the Premises or any portion of the Premises, Tenant shall procure and maintain it throughout the term of this lease. The judgment of any court of competent jurisdiction, or the admission by Tenant in a proceeding brought against Tenant by any government entity, that Tenant has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between Landlord and Tenant and shall constitute grounds for termination of this lease by Landlord.

Prohibited Uses

Section 3.03. Tenant shall not use or permit the Premises or any portion of the Premises to be improved, developed, used, or occupied in any manner or for any purpose that is in any way in violation of any valid law, ordinance, or regulation of any federal, state, county, or local governmental agency, body, or entity. Furthermore, Tenant shall not maintain, commit, or permit the maintenance or commission of any nuisance as now or hereafter defined by any statutory or decisional law applicable to the Premises or any part of the Premises.

ARTICLE 4 REPAIRS AND RESTORATION

Maintenance by Tenant

Section 4.01. At all times during the term of this lease Tenant shall, at Tenant's own cost and expense, keep and maintain the Premises, all Improvements, and all appurtenances now or hereafter on the Premises in a first-class condition, in good order and repair, and in a safe and clean condition.

Requirements of Governmental Agencies

Section 4.02. At all times during the term of this lease, Tenant, at Tenant's own cost and expense, shall do all of the following:

(a)

Make all alterations, additions, or repairs to the Premises or the Improvements on the Premises required by any valid law, ordinance, statute, order, or regulation now or hereafter made or issued by any federal, state, county, local, or other governmental agency or entity;

(b)

Observe and comply with all valid laws, ordinances, statutes, orders, and regulations now or hereafter made or issued respecting the Premises or the Improvements on the Premises by any federal, state, county, local, or other governmental agency or entity;

(c)

Contest if Tenant, in Tenant's sole discretion, desires by appropriate legal proceedings brought in good faith and diligently prosecuted in the name of Tenant, or in the names of Tenant and Landlord when appropriate or required, the validity or applicability to the Premises of any law, ordinance, statute, order, or regulation now or hereafter made or issued by any federal, state, county, local, or other governmental agency or entity; provided, however, that any such contest or proceeding, though maintained in the names of Tenant and Landlord, shall be without cost to Landlord, and Tenant shall protect the Premises and Landlord from Tenant's failure to observe or comply during the contest with the contested law, ordinance, statute, order, or regulation; and

(d)

Indemnify and hold Landlord and the property of Landlord, including the Premises, free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from Tenant's failure to comply with and perform the requirements of this section.

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Tenant's Duty to Restore Premises

Section 4.03. If at any time during this lease's term, any Improvements now or hereafter on the Premises are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of Landlord, this lease shall continue in full force and effect and Tenant, at Tenant's own cost and expense, shall repair and restore the damaged Improvements. Any restoration by Tenant shall comply with original plans for the Improvements described in Article 5, except as may be modified by Tenant to comply with the terms of any sublease of the Improvements, or except as may be otherwise modified by Tenant and approved in writing by Landlord. The work of repair and restoration shall be commenced by Tenant within 60 days after the damage or destruction occurs and shall be completed with due diligence not later than 120 days after the work is commenced.

ARTICLE 5 INDEMNITY AND INSURANCE

Indemnity Agreement

Section 5.01. Tenant shall indemnify and hold Landlord and Landlord's property, including the Premises and Improvements now or hereafter on the Premises, free and harmless from any and all liability, claims, loss, damages, or expenses resulting from Tenant's occupation and use of the Premises, specifically including, without limitation, any liability, claim, loss, damage, or expense arising by reason of the following:

(a)

The death or injury of any person, including Tenant or any person who is an employee or agent of Tenant, or by reason of the damage to or destruction of any property, including property owned by Tenant or by any person who is an employee or agent of Tenant, from any cause whatever while that person or property is in or on the Premises or in any way connected with the Premises or with any of the Improvements or personal property on the Premises;

(b)

The death or injury of any person, including Tenant or any person who is an employee or agent of Tenant, or by reason of the damage to or destruction of any property, including property owned by Tenant or any person who is an employee or agent of Tenant, caused or allegedly caused by either (1) the condition of the Premises or some building or improvement on the Premises, or (2) some act or omission on the Premises of Tenant or any person in, on, or about the Premises with the permission and consent of Tenant;

(c)

Any work performed on the Premises or materials furnished to the Premises at the instance or request of Tenant or any person or entity acting for or on behalf of Tenant; or

(d)

Tenant's failure to perform any provision of this lease or to comply with any requirement of law or any requirement imposed on Tenant or the Premises by any duly authorized governmental agency or political subdivision.

Liability Insurance

Section 5.02. Tenant shall, at Tenant's own cost and expense, procure and maintain during the entire term of this lease a broad form comprehensive coverage policy of public liability insurance issued by an insurance company licensed by the State of California insuring Tenant and Landlord against loss or

liability caused by or connected with Tenant's occupation and use of the Premises under this lease in amounts not less than the following:

(a)

\$2,000,000.00 for injury to or death of one person and, subject to that limitation for the injury or death of one person, of not less than \$5,000,000.00 for injury to or death of two or more persons as a result of any one accident or incident; and

(b)

\$1,000,000.00 for damage to or destruction of any property.

Deposit of Insurance With Landlord and Lender

Section 5.03. Tenant shall, within 10 days after the execution of this lease and promptly thereafter when any such policy is replaced, rewritten, or renewed, deliver to Landlord and Lender a true and correct copy of each insurance policy required by this Article of this lease or a certificate executed by the insurance company or companies or their authorized agent evidencing that policy or policies.

Notice of Cancellation of Insurance

Section 5.04. Each insurance policy required under this Article shall contain a provision that it cannot be cancelled for any reason unless at least [*minimum notice period, e.g., 10 days*] prior written notice of the cancellation is given to Landlord and to Lender in the manner required by this lease for service of notices on Landlord by Tenant.

ARTICLE 6 CONDEMNATION

Total Condemnation

Section 6.01. If, during the term of this lease, fee title to all of the entire leasehold estate of Tenant is taken under the power of eminent domain by any public or quasi-public agency or entity (a "Total Taking"), this lease shall terminate as of 12:01 A.M. on whichever of the following occurs first: (1) the date legal title becomes vested in the agency or entity exercising the power of eminent domain, or (2) the date actual physical possession is taken by the agency or entity exercising the power of eminent domain. Thereafter, both Landlord and Tenant shall be released from all obligations under this lease.

ARTICLE 7 ASSIGNMENT AND SUBLEASING

No Assignment Without Landlord's Consent

Section 7.01. Tenant may assign this lease or any interest in this lease, subject to the prior written consent of Landlord. Landlord shall not unreasonably withhold or delay its consent, and shall grant consent if the proposed assignee is financially qualified and has sufficient experience in the operation and management of commercial shopping centers to perform all the agreements, undertakings, and covenants of this lease and all other agreements entered into by Tenant which relate to the management, operation, maintenance, construction, and restoration of the Improvements and the Premises. To assist Landlord in determining whether or not the proposed assignee is so qualified, Tenant shall furnish to Landlord at no expense to Landlord, before that assignment, detailed and complete financial statements of the proposed assignee, audited by a certified public accountant reasonably satisfactory to Landlord (if the proposed transferee causes its statements to be so audited in its normal course of business), together with detailed and complete information about the business of the proposed assignee, including its experience in operating commercial shopping centers, the use to be made of the Premises and Improvements by the proposed assignee, projections by the proposed assignee of the sources of funds to be used to repay any indebtedness of Tenant that the proposed

assignee will assume or take subject to, or agree to pay to Tenant, and other claims on and requirements for those funds, together with any other information as Landlord may reasonably require to assist Landlord in determining whether or not the proposed assignee is so qualified. Landlord shall have 30 days after receipt of the information described above to notify Tenant of whether it consents or does not consent to the proposed assignment. Absent any such notification by Landlord during the 30-day period, Landlord shall be conclusively deemed to have consented to the assignment. A consent by Landlord to one assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment made contrary to the terms of this section shall be null and void unless otherwise permitted by this Article.

ARTICLE 8 DEFAULT AND REMEDIES

Continuation of Lease in Effect

Section 8.01. Should Tenant breach this lease and abandon the Premises before the natural expiration of the lease's term, Landlord may continue this lease in effect by not terminating Tenant's right to possession of the Premises, in which event Landlord shall be entitled to enforce all Landlord's rights and remedies under this lease, including the right to recover the rent specified in this lease as it becomes due under this lease.

Termination and Unlawful Detainer

Section 8.02. In the event of a tenant default under this lease, Landlord may terminate this lease by written notice to Tenant and may also do the following:

(a)

Bring an action to recover the following from Tenant:

- (1) The worth at the time of award of the unpaid rent that had been earned at the time of termination of the lease;
- (2) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the lease until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided;
- (3) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided; and
- (4) Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform Tenant's obligations under this lease; and

(b)

Bring an action, in addition to or in lieu of the action described in subsection (a) of this section, to reenter and regain possession of the Premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.

Breach and Default by Tenant

Section 8.03. All covenants and agreements contained in this lease are declared to be conditions to this lease and to the term hereby leased to Tenant. Should Tenant fail to perform any covenant, condition, or agreement contained in this lease and the default is not be cured within 30 days after

written notice of the default is served on Tenant by Landlord, then Tenant shall be in default under this lease.

Cumulative Remedies

Section 8.04. The remedies given to Landlord in this Article shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this lease.

Waiver of Breach

Section 8.05. The waiver by Landlord of any breach by Tenant of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Tenant of either the same or a different provision of this lease.

Surrender of Premises

Section 8.06. On expiration or earlier termination of this lease, Tenant shall surrender the Premises and all Improvements in or on the Premises to Landlord in as good, safe, and clean condition as practicable, reasonable wear and tear excepted.

ARTICLE 9 OTHER PROVISIONS

Force Majeure

Section 9.01. Except as otherwise expressly provided in this lease, if the performance of any act required by this lease to be performed by either Landlord or Tenant is prevented or delayed by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other cause (except financial inability) not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused. However, nothing contained in this section shall excuse the prompt payment of rent by Tenant as required by this lease or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

Attorneys' Fees

Section 9.02. Should any litigation be commenced between the parties to this lease concerning the Premises, this lease, or the rights and duties of either in relation thereto, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for that party's attorneys' fees in that litigation that shall be determined by the court in that litigation or in a separate action brought for that purpose.

Notices to Landlord

Section 9.03. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to Landlord by Tenant or any Lender described in Article 6 of this lease shall be in writing and shall be deemed duly served and given when personally delivered to Landlord, to any managing employee of Landlord, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and sent by express mail that allows for tracking, addressed to Landlord at 500 Calvados Avenue, Sacramento, CA 95815. Landlord may change Landlord's address for the purpose of this Section by giving written notice of that change to Tenant in the manner provided in Section 9.04.

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Notices to Tenant

Section 9.04. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to Tenant by Landlord shall be in writing and shall be deemed duly served and given when personally delivered to Tenant, any managing employee of Tenant, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and sent by express mail that allows for tracking, addressed to Tenant at 165 Commerce Circle, Sacramento, CA 95815. Tenant may change its address for the purpose of this section by giving written notice of that change to Landlord in the manner provided in Section 9.03 of this lease.

Governing Law

Section 9.05. This lease, and all matters relating to this lease, shall be governed by the laws of the State of California in force at the time any need for interpretation of this lease or any decision or holding concerning this lease arises.

Binding on Heirs and Successors

Section 9.06. This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing in this section shall be construed as a consent by Landlord to any assignment of this lease or any interest in the lease by Tenant except as provided in Article 10 of this lease.

Partial Invalidity

Section 9.07. If any provision of this lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this lease shall remain in full force and effect unimpaired by the holding.

Sole and Only Agreement

Section 9.08. This instrument constitutes the sole and only agreement between Landlord and Tenant respecting the Premises, the leasing of the Premises to Tenant, the construction of the Shopping Center described in this lease on the Premises, and the lease terms set forth in this lease, and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting the Premises, their leasing to Tenant by Landlord, or any other matter discussed in this lease not expressly set forth in this instrument are null and void.

Time of Essence

Section 9.09. Time is expressly declared to be of the essence of this lease.

Memorandum of Lease for Recording

Section 9.10. Neither Landlord nor Tenant shall record this lease without the written consent of the other. However, Landlord and Tenant shall, at the request of either at any time during the term of this lease, execute a memorandum or "short form" of this lease for purposes of, and in a form suitable for, recordation. The memorandum or "short form" of this lease shall describe the parties, set forth a description of the leased premises, specify the term of this lease, incorporate this lease by reference, and include any other provisions required by Lender(s).

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Option to Extend Lease Term

Section 9.11. (a) Tenant is hereby granted and shall, if not then in default under this lease, have an option to extend the term of this lease for an additional period of ten years only from the original expiration date of this lease, in two successive periods of five years each as follows: but otherwise on the same terms, covenants, and conditions [and subject to the same exceptions and reservations] contained in this lease, except that the rent to be paid by Tenant to Landlord for the extended term shall by 2% annually over the prior year's basic rent.

(b)

This option shall be exercised only by Tenant's delivering to Landlord 120 days before expiration of the term of this lease, written notice of Tenant's election to renew the term of this lease as provided in this section. This written notice shall be deemed effective on personal delivery to Landlord or on the date it is deposited in the United States mail in accordance with the provisions of Section 9.03.

(c)

In the event that Tenant does not extend the term of this lease as herein provided, and holds over beyond the expiration of the term of this lease, that holding over shall be deemed a month-to-month tenancy only at the rental of 150% of the last rental rate at the end of the current term, payable on the first day of each and every month thereafter until the tenancy is terminated in a manner provided by law.

(d)

During any extended term either party may terminate the lease upon giving the other party 120 days written notice under Sections 9.03 or 9.04.

EXECUTED on June _____, 2019, at Sacramento, California.

LANDLORD
North Sacramento Land Company

Robert J. Slobe, President

TENANT
American River Flood Control District

Tim Kerrs, Executive Director

June 2019

6/10: ARFCD Personnel Committee meeting. The Personnel Committee met to review the recommended Salary and Benefits adjustments for FY 2019-20.

6/10: SAFCA Agency Staff meeting. I attended this meeting to coordinate on local flood control topics. Items of discussion included homeless camp coordination between agencies, processing CCAD2 invoices, and staff turnover at the City of Sacramento Department of Utilities.

6/11: Matsui Park/Powerhouse Science Center Permit Application meeting. I met with representatives from the Matsui Park and Powerhouse Science Center team to discuss their permit application. The group talked about the 2012 Maintenance Agreement executed between the District and the PSC and the revised retaining wall plan for the project.

6/11: ARFCD Finance Committee meeting. The Finance Committee met to review the proposed budget for FY 19-20 and the Investment, Reserve Fund, and Credit Card policies.

6/17: American River Flood Control District Board of Trustees meeting. The Board met in regular session. The agenda items included the annual Salary and Benefits Adjustments, the annual GM review, adoption of the FY 19-20 Budget and 5-year Plan, a resolution to transfer \$500,000 from the District Operating Expense Fund to the Retire Health Benefit Reserve Fund, and an encroachment permit application from SMUD to install a new power pole and underground conductor near Lathrop Way.

6/24: CA Central Valley Flood Protection Board AB 137 Conference Call. I participated in this conference call with Board staff, RD 1000, the City of Sacramento, and numerous Local Maintaining Agency representatives to discuss modifying language in the Public Resource Code and the Water Code to protect the levees from damage due to unauthorized camping.

6/26: CA Central Valley Flood Protection Board AB 137 Conference Call. I participated in this conference call with Board staff, RD 1000, the City of Sacramento, and numerous Local Maintaining Agency representatives to discuss modifying language in the Public Resource

Code and the Water Code to protect the levees from damage due to unauthorized camping.

6/27: SAFCA North Sacramento Streams Project Follow-on Construction meeting. Superintendent Kawamura and I met with Mark Martin and Ashley Smith, consultants for SAFCA, to discuss remaining work to be conducted on the North Sacramento Streams project. The project plans to replace an 18-inch culvert, install a butterfly shut-off valve on a 30-inch water distribution line, and complete fencing contracts around pipe valve vaults.