#### **RECLAMATION DISTRICT NO. 1614**

#### AGENDA FOR REGULAR BOARD OF TRUSTEES MEETING 2:00 P.M. SEPTEMBER 9, 2024

#### 3121 WEST MARCH LANE, SUITE 100 STOCKTON, CA 95219

#### **AGENDA**

- 1. Call to Order/Roll Call.
- 2. **Public Comment**. The public may comment on any matter within the District's jurisdiction that is not on the agenda. Matters on the agenda may be commented on by the public when the matter is taken up. All comments are limited to 5 minutes for general public comment and per agenda item in accordance with Resolution 2014-06.
- 3. Encroachment Violation. Show Cause Hearing Regarding Violation of Levee Encroachment Standards
  - a. <u>2030 Moreing Road Bruce and Elizabeth Davies Property</u>
     Violation: Chapter 3 Vegetation, Section 3.02.C, General Vegetation Standards
- 4. Minutes. Approval of Minutes of the July 1, 2024 meeting.
- 5. <u>District Finances</u>. Presentation of Financial Status Report. Discussion and possible action.
- 6. Accounting Software. Discussion and direction regarding updating QuickBooks software.
- 7. <u>Attorney-Client Representation Agreement</u>: Discussion and possible action to approve Attorney-Client Representation Agreement between Neumiller & Beardslee and Reclamation District 1614.
- 8. **Insurance**. Ratify approval of District Official approving proposal for District Insurance Policy renewal.
- 9. **District Engineer Report**. Presentation of Engineer's Report. Discussion and possible action:
  - I. LEVEE MAINTENANCE PROJECT FY 2023-2024
    - A. Review status of Field investigation for this year's Rock Slope Maintenance Project (RSP).
  - II. SAN JOAQUIN COUNTY OFFICE OF EMERGENCY SERVICES (OES) DELTA R3 UPDATE FLOOD SAFETY PLANS
    - A. Review progress of the update and enhancement of the District's Flood Safety Plan.

#### III. FALLEN TREE AT MATT DAVIES HOME AT 2030 MOREING AVE

- A. Review the status of the tree removal and seek Board authority to remove the fallen tree and repair the damaged levee slope.
- 10. **Superintendent's Report**. Presentation of Superintendent's Report; request for direction.

This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code §54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact Rhonda Olmo at 209/948-8200 during regular business hours, at least forty-eight hours prior to the time of the meeting.

Materials related to an item on this Agenda submitted to the Trustees after distribution of the agenda packet are available for public inspection in the office of the District Secretary at Neumiller & Beardslee, 3121 West March Lane, Suite 100, Stockton, California during normal business hours. The agenda is also available on the Reclamation District website at: <a href="http://www.rd1614.com/">http://www.rd1614.com/</a>

- 11. <u>Resolution 2024-06</u>: Discussion and possible action to approve Resolution 2024-06 Ordering 2024 Trustee Election.
- 12. **Letter of Map Revision**. Discussion and possible action regarding Letter of Map Revision.
- 13. Report on Meetings Attended.
- 14. Trustee Reports. Discussion and direction on Trustee Reports.
  - a. Calaveras River Pump Station pipe repair at Stockton Golf and Country Club.
  - b. Slope repair at Stockton Golf and Country Club.
- 15. District Calendar.
  - a. Next Meeting October 7, 2024.
- 16. **Items for Future Meetings**. Items for future meetings.
- 17. **Correspondence**. Discussion and direction.
  - a. Biennial Review and Update of Conflict of Interest Code
- 18. <u>Cooperative Agreement between SJAFCA, RD 1614 & RD 828</u>: Discussion and Possible Action regarding reimbursement to the District for costs advanced in the Prop 218 assessment.
- 19. <u>SJAFCA Reimbursement Agreement</u>: Discussion and Possible Action to authorize District Official to execute a reimbursement agreement with SJAFCA for the modification of irrigation diversion pipelines on or near the District's levee at Stockton Golf and Country Club.
- 20. <u>Agency Reports</u>. Report on San Joaquin Area Flood Control Agency's Smith Canal Gate Structure Project.
- 21. **District Bills**. Motion to Approve of July 2024 and August 2024 Bills.
- 22. Adjournment.

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#### AGENDA PACKET RECLAMATION DISTRICT 1614 September 9, 2024

<u>ITEM</u>	COMMENTARY
1.	Self-explanatory.
2.	Self-explanatory.
3.	Please see attached.
4.	Please see attached.
5.	Please see attached.
6.	Self-explanatory.
7.	Please see attached.
8.	Self-exlpanatory.
9.	Please see attached.
10.	Please see attached.
11.	Please see attached.
12.	Self-explanatory.
13.	Self-explanatory.
14.	Please see attached.
15.	Please see attached.
16.	Self-explanatory.
17.	Please see attached.
18.	Please see attached.
19.	Self-explanatory.
20.	Self-explanatory.
21.	Please see attached.
22.	Self-explanatory.

# ITEM 3



Re:

A Professional Corporation

73671-37260

#### Andy Pinasco

3121 W. March Lane Suite 100

Stockton, CA 95219

Post Office Box 20 Stockton, CA 95201-3020 Stockton, CA 95219

(209) 948-8200 (209) 948-4910 Fax

NEUMILLER.COM

August 29, 2024

Bruce M. Davies and Elizabeth A. Davies

3738 Fourteen Mile Drive

Reclamation District 1614; Property Located at

2030 Moreing Road, Stockton, CA 95204 ("Property")

Dear Mr. and Mrs. Davies:

As you are aware, our office is General Counsel for Reclamation District No. 1614 (the "District"). The District's Board of Trustees (the "Trustees") have directed me to send this letter and request that you appear before the Trustees at 2:00 P.M., on September 9, 2024, at the District's office to explain why the vegetation on the District's levee from Property fails to comply with the District's Levee Encroachment Standards (the "District Standards").

#### The District's office is located at 3121 West March Lane, Suite 100, Stockton, California.

You have been provided notice on behalf of the District informing you that the vegetation encroaching onto the District's levee, originating from your Property, is impacting the District's ability to operate its levees and is not in compliance with the District's Standards. Per Section 3.02 (C) of the District's Levee Encroachment Standards, maintenance of the vegetation is the responsibility of the owner and failure to maintain the vegetation will result in action by the District for its removal.

The District Engineer and District Superintendent have on multiple occasions contacted you and your son, Matthew Davies, regarding your obligation to maintain the vegetation in accordance with the District's Standards. Abel Palacio, the District's Superintendent has offered the District's policy of removing the tree at the District's cost if the District were to obtain a Levee Maintenance and Repair Easement. This offer was refused, and as of the August 28, 2024, District Trustee special meeting, you had not brought your Property into compliance with the District's Standards.

Therefore, in accordance with the District's Standards, the District's Trustees have directed me to send this letter and request that you appear before the Trustees at 2:00 P.M., on September 9, 2024, at the District's office located at 3121 West March Lane, Suite 100, Stockton, California.

At this meeting, you will be given an opportunity to address the Trustees directly regarding the vegetation at your Property and show cause why the Trustees should not:

1. Commence appropriate legal action to have the vegetation removed at your cost.

If you do decide to remove the encroaching vegetation, please contact Abel Palacio, the District's Levee Superintendent, at 209-992-2827, for guidance and to inspect and confirm vegetation is trimmed in accordance with the District's Standards. Thank you in advance for your cooperation and attention to this matter.

Very truly yours,

ANDY PINASCO Attorney at Law

cc: Reclamation District 1614 Trustees
Abel Palacio, District Superintendent
Christopher Neudeck, District Engineer

# ITEM 4

#### DRAFT MINUTES OF REGULAR MEETING OF BOARD OF TRUSTEES FOR RECLAMATION DISTRICT 1614 HELD MONDAY, JULY 1, 2024

The July Regular Meeting of the Board of Trustees of Reclamation District 1614 was held on Monday, July 1, 2024, at the hour of 2:00 p.m.

#### Roll Call of Board Members and Staff:

President Kevin Kauffman, Trustee Chris Gaines, Trustee Dominick Gulli, Attorney Andy Pinasco, Superintendent Abel Palacio, Secretary Rhonda Olmo

The following members of the public were present: Chris Elias (SJAFCA)

Absent were: Chris Neudeck

Item 1. Call to Order/Roll Call. President Kauffman called the meeting to order at 2:02 p.m.

**Item 2.** Public Comment. The public may comment on any matter within the District's jurisdiction that is not on the agenda. Matters on the agenda may be commented on by the public when the matter is taken up. All comments are limited to 5 minutes for general public comment and per agenda item in accordance with Resolution 2014-06.

No public comment.

Item 3. Minutes. Approval of Minutes of the June 3, 2024 meeting.

After review,

On a motion by Trustee Gulli, seconded by Trustee Gaines, the Trustee's present voted unanimously to approve the June 3, 2024 Minutes by the following vote:

Ayes: Gulli, Gaines, Kauffman

Noes: None Abstain: None Absent: None

**Item 4. District Finances**. Presentation of Financial Status Report. Discussion and possible action.

Rhonda Olmo provided a written and oral report on the District's revenues and expenditures. She reported that the District is at 100% for their Fiscal Year. She stated she is requesting a warrant in the amount of \$25K to replenish the District's checking account. Attorney Pinasco reported on Mr. Neudeck's explanation on how his expenses are broken down and accounted for in his invoices to the District.

After review,

On a motion by Trustee Gulli, seconded by Trustee Gaines, the Trustee's present voted unanimously to approve the Financial Report by the following vote.

Ayes: Gulli, Gaines, Kauffman

Noes: None Abstain: None Absent: None DRAFT Minutes of Reclamation District 1614 July 1, 2024 Page 2

#### Item 5. Budget. Adopt Fiscal Year 2024-2025 Budget.

Considerable discussion was held regarding the proposed final budget Attorney Pinasco presented. Input from the Trustee's was provided and direction was given to Attorney Pinasco to amend assorted items in his budget.

After review,

On a motion by Trustee Gulli, seconded by Trustee Gaines, the Trustee's present voted unanimously to approve the Financial Report as amended by the following vote.

Ayes: Gulli, Gaines, Kauffman

Noes: None Abstain: None Absent: None

**Item 6.** <u>Appropriations Limit</u>. Adopt Resolution 2024-03 Adopting Appropriations Limit for Fiscal Year 2024-2025.

Attorney Pinasco presented. He stated this annual resolution is needed because RD 1614 collects property tax. One of the requirements for property tax collecting agencies is they need to document an appropriation limit. What the appropriation limit means is it is all the amount of money the District can appropriate from their constituents for that fiscal year. Attorney Pinasco reviewed the accompanying exhibit explaining the appropriation limit formula. Last year's appropriation limit was \$809,234.60. This year it is \$837,557.81.

After review,

On a motion by Trustee Gulli, seconded by Trustee Gaines, the Trustee's present voted unanimously to adopt Resolution 2024-03 Adopting Appropriations Limit for Fiscal Year 2024-2025 by the following vote.

Ayes: Gulli, Gaines, Kauffman

Noes: None Abstain: None Absent: None

**Item 7.** <u>Operation and Maintenance Assessment.</u> Adopt Resolution 2024-04 Certifying Assessments to be Collected and Establishing a Procedure for Collection.

After review,

On a motion by Trustee Gulli, seconded by Trustee Gaines, the Trustee's present voted unanimously to adopt Resolution 2024-04 Certifying Assessments to be Collected and Establishing a Procedure for Collection at 85% by the following vote.

Ayes: Gulli, Gaines, Kauffman

Noes: None Abstain: None Absent: None **Item 8.** <u>Wisconsin Pump Station Assessment</u>. Adopt Resolution 2024-05 Certifying Wisconsin Pump Station Assessments to be Collected and Establishing a Procedure for Collection.

After review,

On a motion by Trustee Gulli, seconded by Trustee Gaines, the Trustee's present voted unanimously to adopt Resolution 2024-05 Certifying Wisconsin Pump Station Assessments to be Collected and Establishing a Procedure for Collection at 100% by the following vote.

Ayes: Gulli, Gaines, Kauffman

Noes: None Abstain: None Absent: None

**Item 9. <u>District Engineer Report</u>**. Presentation of Engineer's Report. Discussion and possible action:

- I. 2024-2025 GENERAL O&M ASSESSMENT BY LANDOWNER SUMMARIES
  - A. Review the Districts Draft Assessment summaries calculated for 100%, 90%, and 80% of the assessment. Seek Board of Trustees concurrence on amount to assess.

EXHIBIT A: Assessment summaries 100%, 90%, and 80%

- II. 2024-2025 WISCONSIN ASSESSMENT BY LANDOWNER SUMMARIES
  - A. Review the Districts Draft Assessment summaries calculated for 100%, 90%, and 80%, of the assessment. Seek Board of Trustees concurrence on amount to assess.

EXHIBIT B: Assessment summaries 100%, 90%, and 80%

- III. WISCONSIN PUMP STATION
  - A. Record drawings and O&M documentation were provided to Abel and R&F in the last week of June.
- IV. LEVEE MAINTENANCE PROJECT FY 2022-2023
  - A. The request to DWR seeking a \$300k amendment to RD 1614's Subventions application for FY 202-2024 was approved at the June 28 CVFPB Board meeting.
- V. STORM DRAIN AT HOOVER-TYLER LITTLE LEAGUE
  - A. Dino & Son will be repairing/adjusting the manholes in early July after completion of emergency work elsewhere. KSN will survey the top of the manholes lids before they are covered in sod.
- VI. SAN JOAQUIN COUNTY OFFICE OF EMERGENCY SERVICES (OES) DELTA R3 UPDATE FLOOD SAFETY PLANS
  - A. Review and have the Board of Trustees consider acting and sign the Grant Participation Agreement with San Joaquin County OES to provide funds to update and enhance the

District's Flood Safety Plan. See attached documentation to learn benefits and recommendations to participate.

EXHIBIT C: Documentation from KSN Inc. and SJCo OES regarding approval of participation and benefits of Flood Safety Plan update.

Attorney Pinasco reported on item VI above. He said Mr. Neudeck's office received correspondence from the San Joaquin County OES to provide funds to update and enhance the District's Flood Safety Plan. The grant will cover 100% of the District's costs for enhancing their Flood Safety Plans. The estimated cost for the upgrades is \$15K, fully refunded through the San Joaquin OES grant.

After review.

On a motion by Trustee Gulli, seconded by Trustee Gaines, the Trustee's present voted unanimously to participate in San Joaquin County's OES Grant – Delta Round 3 and authorized President Kauffman to sign and return the Participation Agreement Memo by the following vote.

Ayes: Gulli, Gaines, Kauffman

Noes: None Abstain: None Absent: None

**Item 10.** Superintendent's Report. Presentation of Superintendent's Report; request for direction.

Mr. Abel Palacio reported on the following:

- Holt Repair has made progress on sump cleaning at Stations 1, 3, 4, and 9.
- Ground maintenance was done.
- He reported on his levee inspection.
- Finishing touches on the fence at Station 9 were performed.
- The Trustee's asked Mr. Palacio to contact Mr. Neudeck to do a boat trip around the Golf and Country Club to look into the barge work.

Please refer to the Levee Superintendent's report for a full list of other items.

**Item 11.** <u>Letter of Map Revision</u>. Discussion and possible action regarding Letter of Map Revision.

No report.

Item 12. Report on Meetings Attended. No report.

Item 13. <u>Trustee Reports</u>. Discussion and direction on Trustee Reports.

No report.

#### Item 14. District Calendar.

a. Next Meeting – August 5, 2024.

The August 5, 2024 meeting was cancelled. The next meeting will be on September 9, 2024.

#### Item 15. <u>Items for Future Meetings</u>. Items for future meetings.

- District Audit
- District Election
- Update on the FEMA claim
- August notice of completion for Wisconsin

Item 16. Correspondence. Discussion and direction. No report.

**Item 17.** <u>Cooperative Agreement between SJAFCA, RD 1614 & RD 828</u>: Discussion and Possible Action regarding reimbursement to the District for costs advanced in the Prop 218 assessment.

Discussion was held and Attorney Pinasco received direction to send another letter to SJAFCA requesting reimbursement. Now that the LCMA has passed, the reimbursement to the District should not cause any project delays. If SJAFCA feels this will cause delays in their project RD 1614 wants justification as to why.

After review.

On a motion by Trustee Gulli, seconded by Trustee Gaines, the Trustee's present voted unanimously to have Attorney Pinasco send another letter to SJAFCA seeking reimbursement to the District for costs advanced in the Prop 218 assessment by the following vote.

Ayes: Gulli, Gaines, Kauffman

Noes: None Abstain: None Absent: None

**Item 18.** <u>Agency Reports</u>. Report on San Joaquin Area Flood Control Agency's Smith Canal Gate Structure Project.

Mr. Chris Elias reported the following:

- He will follow-up with his office on the material the District is waiting for relating to the scope of work related to SJAFCA's submittal to FEMA.
- Started the testing and conditioning today. Should take between two to three weeks. Any changes noted will be reflected in the O&M document. He will then have their Engineer review and work on the submittal of the LOMR package to FEMA. President Kauffman cautioned Mr. Elias that the District is still waiting on the information requested from his office to do their review which could take longer than two to three weeks.
- Regarding the intake at the Golf & Country Club the Engineer is submitting changes in his drawings today.
- A request was made to the Department of Waterways to evaluate the waterway around the Gate to ensure all signage are accurate.

DRAFT Minutes of Reclamation District 1614 July 1, 2024 Page 6

#### Item 19. <u>District Bills</u>. Motion to Approve of Bills.

After review,

On a motion by Trustee Gulli, seconded by Trustee Gaines, the Trustee's present voted unanimously to approve the June bills by the following vote.

Ayes: Gaines, Gulli, Kauffman

Noes: None Abstain: None Absent: None

Item 20. Adjournment. The meeting concluded at 3:43 p.m.

Respectfully submitted,

Rhonda L. Olmo District Secretary

#### Reclamation District 1614 June 2024 Bills

NAME	INVOICE #	AMOUNT	TOTAL \$	WARRANT#	CHECK #	SUBVENTION FUND
IVAIVE	IIVVOICE #	AMOUNT	TOTAL	WAINIANI #	CITECK #	SOBVENTIONTOND
Kevin Kauffman		\$100.00		6344		
			\$100.00			
Christian Gaines		\$50.00	4-0-00	6345		
			\$50.00			
Dominick Gulli		\$50.00		6346		
		755.55	\$50.00			
Rhonda Olmo		\$2,099.12		6347		
			\$2,099.12			
Navyasillar Q Dagradala a	240050	¢4.460.42		6240		
Neumiller & Beardslee	348958	\$4,468.43	\$4,468.43	6348		
			<del>74,408.43</del>			
ВРМ	152612	\$45.48		6349		
			\$45.48			
Port City Marketing Solutions, Inc.	21244	\$522.50		6350		
			\$522.50			
Delk Pest Control	233726	\$220.00		6351		
			\$220.00			
Arnaudo Construction						
Wisconsin Pump Station Payment #10	119	\$60,935.22	¢60.025.22	6352		
			\$60,935.22			
Holt Repair & Mfg Incorporated	13404	\$2,832.00		6353		
	20.0.	<del>+</del> 2,332.30	\$2,832.00	5555		

#### Reclamation District 1614 June 2024 Bills

Reclamation District 1614			Γ			
Replenish District Checking Account		\$25,000.00		6354		
			\$25,000.00			
Abel Palacio - June Payroll		\$1,657.37			Direct Denocit	
Abel Palacio - Julie Payroli		\$1,037.37	\$1,657.37		Direct Deposit	
State of California Payroll Taxes - June		\$48.73			online	
			\$48.73			
Federal Government Payroll Taxes - June		\$515.80			online	
			\$515.80			
ADP - Period Ending 5/31/24	662542929	\$125.95			online	
			\$125.95			
T-Mobile		\$111.77			online	
			\$111.77			
Comcast		\$141.53			online	
			\$141.53			
PG&E		\$1,968.43			online	
		, ,	\$1,968.43			
State Compensation Insurance Fund		\$712.25			online	
State compensation insurance runu		۷/12.23	\$712.25		Offillite	

WARRANT TOTAL: \$96,322.75
CHECKING TOTAL: \$5,281.83
TOTAL BILLS PAID \$101,604.58

# ITEM 5

### RECLAMATION DISTRICT 1614 FINANCIAL REPORT MEETING JULY 2024 MEETING % OF FISCAL YEAR ELAPSED THROUGH END OF JUNE - 100%

	Budget Item	Bu	dget Amount		Expended MTD		Expended YTD	% YTD
	GENERAL FUND							
	Administrative							
G1	Annual Audit	\$	8,000.00		\$0.00		\$0.00	0.00%
G2	Public Communication & Noticing		7,500.00		\$522.50		15,755.18	210.07%
G3	Election Expense		0.00		\$0.00		0.00	0.00%
G4	Superintendent		55,000.00		\$2,393.33		31,329.47	56.96%
G4a	Secretary		16,000.00		\$2,099.12		19,453.49	121.58%
G5	Workers' Compensation		3,000.00		\$712.25		2,605.27	86.84%
G6	Trustee Fees		4,000.00		\$150.00		2,250.00	56.25%
G7	County Assessment Administration		8,000.00		\$0.00		5,449.12	68.11%
G7A	General Assessment Administration (Engineers)		8,000.00		\$0.00		10,763.74	134.55%
G8	Office Supplies		1,000.00		\$0.00		1,237.42	123.74%
G9	Communication (phones, radios, etc.)		3,000.00		\$253.30		3,011.33	100.38%
G12	Education/Memberships		3,000.00		\$0.00		2,268.00	75.60%
G13	Non Management Staff		0.00		\$0.00		0.00	0.00%
G13A	LOMR		0.00		\$0.00		0.00	0.00%
	TOTAL	-	\$116,500.00		\$6,130.50		\$94,12 <del>3.02</del>	80.79%
	Consultants		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		, ,		, . ,	
G14	General Engineering	\$	30,000.00		\$0.00		\$57,230.63	190.77%
G15	General Legal	•	30,000.00		\$4,468.43		30,412.33	101.37%
	TOTAL	\$	60,000.00	-	\$4,468.43		\$87,642.96	146.07%
	Property & Equipment	•	,		, ,		, , , , , , , , , , , , , , , , , , , ,	
G16	Operation & Maintenance	\$	3,000.00		\$0.00		\$0.00	0.00%
	District Vehicle Expenses	•	3,500.00		\$0.00		1,657.98	47.37%
G17	Acquisitions		0.00		\$0.00		0.00	0.00%
G18	Flood Fight Supplies		0.00		\$0.00		0.00	0.00%
	TOTAL	\$	6,500.00	•	\$0.00		\$1,657.98	25.51%
	Other	•	.,		*		, ,	
G19	Insurance	\$	19,500.00		\$0.00		\$17,928.76	91.94%
	TOTAL	\$	19,500.00	•	\$0.00		\$17,928.76	91.94%
	TOTAL GENERAL FUND	\$	202,500.00	\$	10,598.93	\$	201,352.72	
	RECURRING EXPENSES							
	Levee							
R1	General Maintenance	\$	15,000.00		\$0.00		10,004.82	66.70%
R1A	Engineering - General	Ψ	25,000.00		\$0.00		15,710.94	62.84%
R1C	Riprap and Levee Repair		350,000.00		\$92,414.73		858,011.96	245.15%
R1D	DWR 5 Year Plan		0.00		\$0.00		0.00	0.00%
R1E	Storm Emergency		0.00		\$0.00		0.00	0.00%
IXIL	TOTAL	\$	390,000.00	•	\$92,414.73		\$883,72 <del>7.72</del>	22 <b>6.60</b> %
	Drainage	•	000,000.00		<b>402</b> , 11 111 0		<b>4000</b> ,. <b>2 2</b>	220.0070
R2	Electricity	\$	35,000.00		\$1,968.43		\$29,907.92	85.45%
R3	Sump Clearing	Ψ	30,000.00		\$2,832.00		8,302.00	27.67%
R4	Plant O&M		75,000.00		\$0.00		60,375.83	80.50%
R4A	Pest Control		3,000.00		\$220.00		2,728.98	90.97%
R5	Wisconsin Pump Station Design		0.00		\$0.00		\$0.00	0.00%
R6	Wisconsin Pump Station Construction		0.00		\$60,935.22		87,732.82	0.00%
110	TOTAL	\$	143,000.00	•	\$65,955.65		\$189,047.55	132.20%
	TOTAL RECURRING EXPENSES	\$	533,000.00	\$	158,370.38	\$	1,072,775.27	
	TOTAL EXPENSE BUDGET	\$	735,500.00	\$	168,969.31	\$	1,274,127.99	
		_	•	_	•	_		

#### **INCOME**

Anticipated				
Assessment - Existing	\$ 346,725.80	\$133.90	\$350,192.66	101.00%
Assessment - Wisconsin	97,090.00	\$0.00	\$88,266.16	90.91%
Interest	20,000.00	\$0.00	\$88,246.00	441.23%
Property Tax	171,664.00	\$1,948.30	\$194,692.72	113.41%
Subvention Reimbursement FY22/23	125,000.00	\$0.00	\$407,984.90	326.39%
2019-2020 DWR 5-Year Plan	0.00	\$0.00	\$0.00	0.00%
Delta Grant II - Flood Fight Supplies	0.00	\$0.00	<u>\$0.00</u>	0.00%
TOTAL	\$ 760,479.80	\$2,082.20	\$1,129,382.44	148.51%
TOTAL NET INCOME (LOSS)	\$ 24,979.80	=		
O&M Fund Balance (as of 6/28/24)		2,170,436.59		
		=,=,0,.00.00		
Wisconsin Fund Balance (as of 6/28/24)		180,697.40		
Wisconsin Fund Balance (as of 6/28/24) Proposed Expenses		, ,		
		180,697.40		
Proposed Expenses		180,697.40 168,969.31		
Proposed Expenses TOTAL CASH		180,697.40 168,969.31 \$ 2,182,164.68		

Wisconsin Pump Station Costs: \$871,811.87

See attached for details.

### RECLAMATION DISTRICT 1614 FINANCIAL REPORT MEETING SEPTEMBER 2024 MEETING % OF FISCAL YEAR ELAPSED THROUGH END OF AUGUST - 16.67%

	Budget Item	Bu	dget Amount	I	Expended MTD	Expended YTD	% YTD
	GENERAL FUND						
	Administrative						
G1	Annual Audit	\$	8,000.00		\$0.00	\$0.00	0.00%
G2	Public Communication & Noticing	Ψ	10,000.00		\$0.00	0.00	0.00%
G3	Election Expense		30,000.00		\$0.00	0.00	0.00%
G4	Superintendent		50,000.00		\$2,486.40	4,612.06	9.22%
G4a	Secretary		16,000.00		\$1,847.81	3,739.97	23.37%
G5	Workers' Compensation		3,000.00		\$712.25	712.25	23.74%
G6	Trustee Fees		4,000.00		\$0.00	0.00	0.00%
G7	County Assessment Administration		8,000.00		\$0.00	0.00	0.00%
G7A	General Assessment Administration (Engineers)		12,000.00		\$2,313.75	4,675.59	38.96%
G8	Office Supplies		1,500.00		\$207.00	487.00	32.47%
G9	Communication (phones, radios, etc.)		3,000.00		\$119.08	514.23	17.14%
G12	Education/Memberships		3,000.00		\$791.00	791.00	26.37%
G13	Non Management Staff		5,000.00		\$0.00	0.00	0.00%
	LOMR		50,000.00		\$0.00	<u>2362.50</u>	4.73%
010/	TOTAL		\$203,500.00		\$8,477.29	\$17,894.60	8.79%
	Consultants		Ψ203,300.00		ψ0,477.23	Ψ17,034.00	0.7 3 70
G14	General Engineering	\$	30,000.00		\$3,013.25	\$8,779.60	29.27%
G15	General Legal	Ψ	30,000.00		\$2,438.52	6,746.10	22.49%
013	TOTAL	\$	60,000.00	•	\$5,451.77	\$15,525.70	25.88%
	Property & Equipment	Ψ	00,000.00		<b>Ф</b> 3,431.77	\$13,323.70	23.00 /0
G16	Operation & Maintenance	\$	3,000.00		\$0.00	\$0.00	0.00%
	•	φ	3,500.00		\$140.00	140.00	4.00%
G10A	District Vehicle Expenses Acquisitions		0.00		\$0.00	0.00	0.00%
G18	Flood Fight Supplies	\$	5,000.00		\$0.00	0.00 \$440.00	0.00% <b>1.22%</b>
	TOTAL Other	Ф	11,500.00		\$140.00	\$140.00	1.22%
C10		φ	10 500 00		¢20.700.25	¢20.700.25	106 660/
G19	Insurance TOTAL	<u>\$</u>	19,500.00 <b>19,500.00</b>		\$20,799.35 <b>\$20,799.35</b>	\$20,799.35 <b>\$20,799.35</b>	106.66% <b>106.66%</b>
		-	·		•	•	100.00 /8
	TOTAL GENERAL FUND	\$	294,500.00	\$	34,868.41	\$ 54,359.65	
	RECURRING EXPENSES						
	Levee						
L1	General Maintenance	\$	15,000.00		\$148.50	1,352.25	9.02%
L2	Engineering	Ψ	25,000.00		\$1,257.00	5,557.00	22.23%
L3	Riprap and Levee Repair		780,000.00		\$677.75	47,639.51	6.11%
L4	Specific Project Engineering		25,000.00		\$1,582.23	1,582.23	0.00%
L5	Storm Emergency		25,000.00		\$112.00	112.00	0.00%
LO	TOTAL	\$	870,000.00		\$3,777.48	\$56,242.99	6.46%
	Drainage	•	0.0,000.00		40,	<b>400,2</b> 12.00	0.1070
D1	Electricity	\$	35,000.00		\$2,020.33	\$4,244.21	12.13%
D2	Sump Clearing	Ψ	15,000.00		\$0.00	3,509.00	23.39%
D3	Plant O&M		65,000.00		\$634.32	36,801.32	56.62%
D4	Pest Control		3,000.00		\$220.00	440.00	14.67%
D5	Engineering		10,000.00		\$1,995.00	\$2,762.68	0.00%
_ 5	TOTAL	\$	128,000.00	•	\$4,869.65	\$47,757.21	37.31%
	TOTAL RECURRING EXPENSES	\$	998,000.00	\$	8,647.13	\$ 104,000.20	
	TOTAL EXPENSE BUDGET	\$	1,292,500.00	\$	43,515.54	\$ 158,359.85	
	- · · · · · · · · · · · · · · · · · · ·	<u> </u>	,===,500.00		,	,,	

#### **INCOME**

Anticipated					
Assessment - Existing	\$	350,000.00	\$0.00	\$0.00	0.00%
Assessment - Wisconsin		97,090.00	\$0.00	\$0.00	0.00%
Interest		88,000.00	\$24,519.00	\$24,519.00	27.86%
Property Tax		195,000.00	\$0.00	\$0.00	0.00%
Subvention Reimbursement		425,000.00	\$0.00	\$0.00	0.00%
2019-2020 DWR 5-Year Plan		0.00	\$0.00	\$0.00	0.00%
Delta Grant II - Flood Fight Supplies		0.00	\$0.00	\$0.00	0.00%
TOTAL	\$	1,155,090.00	\$24,519.00	\$24,519.00	2.12%
	•	, ,	•	. ,	
TOTAL NET INCOME (LOSS)	\$	(137,410.00)	·	, ,	
	\$		1,969,466.38	. ,	
TOTAL NET INCOME (LOSS)	<u>\$</u>		=	, ,	
TOTAL NET INCOME (LOSS)  O&M Fund Balance (as of 9/5/2024) Wisconsin Fund Balance (as of 9/5/2024)	\$		= 1,969,466.38	, ,	
TOTAL NET INCOME (LOSS)  O&M Fund Balance (as of 9/5/2024)	\$		= 1,969,466.38 182,687.40	· ,	
TOTAL NET INCOME (LOSS)  O&M Fund Balance (as of 9/5/2024) Wisconsin Fund Balance (as of 9/5/2024) Proposed Expenses	\$		1,969,466.38 182,687.40 <u>43,515.54</u>	· ,	
TOTAL NET INCOME (LOSS)  O&M Fund Balance (as of 9/5/2024) Wisconsin Fund Balance (as of 9/5/2024) Proposed Expenses	\$		1,969,466.38 182,687.40 <u>43,515.54</u>	· ,	
TOTAL NET INCOME (LOSS)  O&M Fund Balance (as of 9/5/2024) Wisconsin Fund Balance (as of 9/5/2024) Proposed Expenses TOTAL CASH	\$		1,969,466.38 182,687.40 <u>43,515.54</u> \$ 2,108,638.24	· ,	

Wisconsin Pump Station Costs: \$871,811.87 See attached for details.

# ITEM 7



#### ATTORNEY-CLIENT REPRESENTATION AGREEMENT

THIS AGREEMENT ("**Agreement**") is entered into by and between Neumiller & Beardslee, A Professional Corporation ("**Firm**") and Reclamation 1614 (Smith Tract) ("**Client**").

#### SECTION 1 CONDITION

If this Agreement accurately describes the services the Firm is to perform for you and the terms for payment of the resulting legal fees and expenses that you will incur, please countersign one of the duplicate originals of this letter and return it to us. **THIS AGREEMENT WILL TAKE EFFECT AS PROVIDED BY SECTION 18.** 

#### SECTION 2 SCOPE AND NATURE OF SERVICES

Client hires the Firm to provide legal services and to perform all normal and usual duties of a General Counsel, including, without limitation, those specified in the California Government Code, and shall serve as chief legal advisor to client. Andy Pinasco is assigned as the General Counsel. He may delegate any duties under this Agreement such as research and administrative duties to other attorneys employed by Firm and may designate a Deputy General Counsel. All attorneys assigned to perform approved Client business shall, at all times while this Agreement is in effect, be fully qualified and licensed to practice law in the State of California. This Agreement also covers other legal matters which Client may refer to the Firm from time to time and which the Firm agrees to represent Client. Firm will provide those legal services reasonably required to represent Client. The Firm will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Services in any matter not described above will require a separate written agreement.

#### SECTION 3 ATTORNEY-CLIENT CONFIDENTIALITY

This Agreement contains attorney work product prepared only for the confidential use of the Client and is subject to the attorney-client privilege.

#### SECTION 4 CLIENT'S DUTIES

Client agrees to be truthful with the Firm, to cooperate, to keep the Firm informed of any information or developments which may come to Client's attention that impact the services provided by the Firm. Client agrees to abide by this Agreement, pay the Firm's invoices on time, and to keep the Firm advised of Client's address, telephone number and whereabouts. Client will assist the Firm in providing necessary information and documents and will appear when necessary at legal proceedings.

### SECTION 5 BILLING PRACTICES, INVOICES, PAYMENTS, AND LATE CHARGES

- A. **Separate Files for Matters**. The Firm will typically set up separate files for each matter for which it provides service and will invoice those files to Client under the assigned matter names. When the Firm's services are completed for a matter, the Firm will separately close and then store the closed files. The Firm may classify small matters that do not warrant setting up separate files as part of a "general" category and will invoice those matters under the "general" matter (although separate files will be opened for minor work if Client requests).
- B. **Billing Factors**. The Firm takes into account a number of factors in billing for services rendered, and all invoices are reviewed before they are issued to ensure that the amount charged is appropriate. The principal factor is usually the Firm's schedule of hourly rates. Most invoices for services are simply the product of the hours worked, multiplied by the hourly rates for the attorneys and legal assistants who performed the work.
- C. Activities Billed. The Firm will charge for all activities undertaken in providing legal services to Client under this Agreement, including but not limited to the following: (i) conferences (including preparation and participation); (ii) review and preparation of correspondence and legal documents; (iii) legal research and case analysis; and (iv) telephone and e-mail communications.
- D. Use of Multiple Attorneys. Depth and diversity of experience and skill is a major asset of the Firm. From time to time, it will be reasonable and necessary for two or more attorneys to meet or confer regarding the facts, law, strategy or tactics of a situation, in order to provide services to Client in the most efficient, prudent, and cost-effective manner. When two or more of the Firm's personnel are engaged in working on a matter at the same time, such as in conferences between them, or with Client, the Firm will review and consider the subject of the work and the reasonable necessity of having multiple personnel involved in determining whether the total amount billed for such conferences, consultations or meetings should be invoiced.
- E. **Monthly Statements**. The Firm will send Client monthly statements reflecting attorney fees and costs incurred and their basis, any amounts applied from Client's trust account deposits, and any current balance owed. Client will pay any balance in full upon receipt. Any balance remaining unpaid after thirty (30) days will incur late charges at the rate of eighty-three one hundredths of one percent (0.83%) per month, simple interest, but in no event higher than the maximum interest rate permitted by law.

#### SECTION 6 LEGAL FEES

Firm shall be compensated for services rendered to Client in accordance with the fee schedule attached hereto as "Exhibit A," which is incorporated herein by this reference. Client agrees to pay by the hour, at the rates stated in "Exhibit A," for all time spent on Client's matter by legal personnel. Firm's time is billed in increments of not less than one-tenth of an hour for each task performed at a time and rounding up for each partial increment. In addition, Firm will generally bill a minimum of two-tenths of an hour for each task given administrative costs and lost productivity associated with shifting attention from task to task. All time recorded on a given day may be recorded in one entry and in certain situations may be recorded in one entry for all days spent on a matter. The rates on the schedule set out below are subject to change in accordance with the procedure described in "Exhibit A". If Client declines to approve or pay increased rates, the Firm will have the right to withdraw as attorney for Client.

#### SECTION 7 COSTS AND OTHER CHARGES

A. General. The Firm will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include postage, photocopying and other reproduction costs, travel costs, including parking, mileage, and transportation, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, messenger and other delivery fees, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at the Firm's cost.

In-office photocopying (black/white copies) \$0.25 per page
In-office photocopying (color copies) \$1.00 per page
Facsimile charges \$1.00 per page
Mileage IRS Allowable Rate

- B. **Travel.** Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel to the Firm's personnel. Client will also be charged the hourly rates for the time the Firm's personnel spend traveling.
- C. **Experts, Consultants and Investigators.** To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witness, consultants or investigators. Client agrees to pay such fees and charges. The Firm will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.
- D. **Court Action or Arbitration**. If the matter involves a court action or arbitration, Client understands that Client may be required to pay fees or costs, or both, to other parties in the action. Any such payment will be entirely the responsibility of Client.

### SECTION 8 ESTIMATED FEES AND COSTS

From time to time, estimates of fees and costs likely to be incurred in a given matter or if a given course of action is pursued may be provided by the Firm. Any estimate provided to Client at any time is only an estimate and is not a flat fee or a not-to-exceed amount. Actual legal fees can vary widely depending upon the circumstances of the matter, including the number of meetings, the number of changes required to documents, and how much coordination with third parties is required to obtain information or for other purposes. The estimate also *excludes* any costs or amounts necessary to be paid to third (3<sup>rd</sup>) parties to complete the work, unless such fees or amount are specifically noted in the estimate. The Firm does not guarantee that actual fees and costs will fall within any estimate provided.

#### SECTION 9 NO GUARANTY OF OUTCOME

Nothing in this Agreement and nothing in the Firm's statements to Client will be construed as a promise or guarantee about the outcome of the matter. While the Firm will make every effort to achieve favorable results for Client, the Firm makes no promise or guarantee of any result. The Firm's comments about the outcome of the matter are expressions of opinion only.

#### SECTION 10 INDEPENDENT CONTRACTOR

Firm is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. Client shall not control or direct the details, means, methods, or processes by which Firm performs any services under this Agreement. Firm shall possess no authority with respect to any Client decision beyond rendition of such information, advice, or recommendations unless authorized by the Client or Client's designated official(s). Firm shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Firm's performance of services under this Agreement.

#### SECTION 11 LITIGATION REPRESENTATION

If the Firm represents Client in any litigation, the Firm will represent Client through trial and post-trial motions. This Agreement does not cover representation on appeal or in execution proceedings after judgment unless specifically included in the scope of representation above. Separate arrangements must be agreed to between the Firm and Client for appeals or for execution proceedings after judgment.

#### SECTION 12 TAX ADVICE AND REPRESENTATION

The Firm will not provide tax advice or representation with or before taxing agencies or authorities, however, we will be happy to work with your tax professional or CPA to coordinate results intended to implement their advice or strategies, but not in any way that could be construed to violate matters specified in the *IRS Circular 230 Disclosure*, which provides that any U.S. tax advice contained in a communication shall not be used for and cannot be used for: (i) purposes of avoiding any tax related penalties that may be imposed under Federal tax laws, or (ii) the promotion, marketing or recommending to another party of any transaction or matter for such purposes.

#### SECTION 13 CONFLICTS OF INTEREST

Firm shall comply with all applicable laws and professional rules and standards relating to any known ethical conflict of interest involving Client and the matters upon which Firm is providing legal services under this Agreement. Firm shall not reveal Client's confidential information except with the consent of the Client. Firm shall notify Client of any conflict of interest related to matters upon which it is providing legal services under this Agreement upon discovery of any such conflict. In the event that such conflict is not or cannot be waived or resolved, Client shall retain alternate counsel. **IF CLIENT IS AWARE OF ANY ACTUAL OR POTENTIAL CONFLICT, CLIENT MUST NOTIFY THE FIRM BEFORE SIGNING THIS AGREEMENT.** 

#### SECTION 14 ELECTRONIC RESOURCES AND CLOUD STORAGE

To increase the Firm's efficiency for the Client, the Firm regularly makes use of email and cellular telephone communications. These technologies are not encrypted and although the Firm believes the risk is slight, there is some possibility that confidential communications with the Client could become compromised. The Firm also makes use of off-site computer storage facilities which, although such facilities are encrypted and password protected, does expose communications and material kept at the computer storage facility or "in the cloud" to possible compromise. By agreeing to the Firm's representation, Client consents to the Firm's use of these technologies.

#### SECTION 15 CLIENT FILES

At the termination of services under this Agreement, or as the Firm completes individual matters for Client and closes the active files for those matters, the Firm will release promptly to Client, upon Client's request, all of Client's papers and property as to the closed matters, subject to any protective order or nondisclosure agreement. After five (5) years have passed, since the termination of services under this Agreement or from the closing date of particular client matters under this Agreement, the Firm may dispose of Client's papers and property. It may do so earlier upon notice to Client. If Client desires to have the Firm retain Client's papers and property beyond five (5) years, after the termination of such services, Client must make separate arrangements with the Firm. "Client's papers and property" include correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client paid for them or not, to the extent necessary to avoid prejudicing Client's interest, and including electronic versions of those documents as available. Client shall reimburse Firm for any reasonable expenses, including but not limited to staff time and third-party storage costs, incurred by Firm in storing Client's files or in transferring files at the conclusion of the representation.

#### SECTION 16 WITHDRAWAL AND TERMINATION OF REPRESENTATION

The Client has the right to terminate the Firm as Client's attorney at any time, in which case the Client will advise the Firm of that decision, in writing. The Firm reserves the right to withdraw from representing the Client, if the Client fails to follow the terms of this Agreement, if the Client has misrepresented or failed to disclose material facts to the Firm, or if the Client has not followed the Firm's advice. If the Firm is required to file a motion to withdraw as attorney, the Client agrees that any of the above will constitute good cause for withdrawal. Good cause for withdrawal will also be any circumstance that would render the Firm's continuing representation unlawful or unethical. On

termination of the Firm, the Client will be responsible for obtaining new counsel and for paying the balance due to the Firm for costs and services rendered to the time of termination.

#### SECTION 17 INTEGRATION CLAUSE

This Agreement, when signed by Client, is the sole Agreement between the Firm and the Client . No prior agreement, arrangement, or understandings pertaining to those matters is effective for any purpose. This Agreement may only be changed by a writing signed by both parties or an oral agreement but only to the extent that the parties perform the oral agreement.

#### SECTION 18 SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

#### SECTION 19 EFFECTIVE DATE

The effective date of this Agreement will be the date on which the Firm is in receipt of a copy of this Agreement, fully signed by Client, along with any advance deposit if one was requested. The attorney-client relationship will commence on the effective date of this Agreement, except that the terms of this Agreement and the attorney-client relationship will apply to any work that the Firm may have done for Client's benefit before the date of this Agreement. THE FIRM HAS NO OBLIGATION TO PROVIDE LEGAL SERVICES, UNTIL YOU RETURN AN EXECUTED COPY OF THIS AGREEMENT TO THE FIRM. IF YOU FAIL TO RETURN AN EXECUTED COPY OF THIS AGREEMENT TO THE FIRM, YOU ARE STILL OBLIGATED TO PAY FOR SERVICES PERFORMED AT YOUR REQUEST.

#### SECTION 20 MEDIATION

If a dispute arises out of or relating to any aspect of this Agreement between Client and Firm, or the breach thereof, and if the dispute cannot be settled through negotiation, Firm and Client agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

#### SECTION 21 ARBITRATION

A. **Arbitration of all Disputes Including Claims of Malpractice**. Any controversy between the parties regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, shall be submitted to binding arbitration upon the written request of either party after the service of that request on the other party. The parties shall appoint one person to hear and determine the dispute. If the parties cannot agree, then the arbitration service *Judicial Arbitration and Mediation Service* ("**JAMS**") shall be asked to choose an impartial arbitrator pursuant to their rules whose decision shall be final and conclusive on all parties. The Firm and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with *Code of Civil Procedure Section 1283*.05. The parties shall bear their own legal fees and costs for all claims. The sole and exclusive venue for the arbitration and or any legal dispute shall be San Joaquin County, California.

- B. **Binding Arbitration**. If there is any disagreement between the parties concerning fees, this Agreement or any other claim, including a claim of attorney malpractice, relating to the legal matter that arises out of the Firm's legal representation, the Client agrees to submit that dispute to binding arbitration, under the rules of JAMS.
- C. **Alternative State Bar Arbitration of Fees.** In any dispute subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in *California Business and Professions Code Section 6200, et seq.* rather than using the procedures set out in **Subsection B** of this Section. The State Bar of California procedures permit a trial after arbitration, unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. If, after receiving a notice of Client's right to arbitrate, Client does not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within thirty (30) days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in **Subsection B** of this Section.
- D. **Disclosures and Confirmation Regarding Arbitration**. Because each party is giving up a right, Client is encouraged to have independent counsel of Client's choice review these arbitration provisions and this entire Agreement before signing this Agreement. Client and the Firm confirm that they have read and understand **Subsections A through D** of this Section, and voluntarily agree to binding arbitration. In doing so, Client and the Firm voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to an appeal.

Client	,	The Firm	

#### SECTION 22 USE OF SCANNED AND ELECTRONIC SIGNATURES

By agreeing to the Firm's representation, Client agrees that scanned counterparts of this Agreement that have been signed by and exchanged between Client and the Firm will be deemed binding and effective in the same manner as signed original documents.

AGREED AND ACCEPTED this	day of	, 2024.	
Kevin M. Kauffman, President Reclamation 1614			
Andrew J. Pinasco Attorney at Law		Date	

ENCLOSED ARE TWO (2) ORIGINALS OF THIS AGREEMENT. IF THE TERMS OF THIS AGREEMENT MEET WITH YOUR APPROVAL, PLEASE SIGN ONE (1) ORIGINAL AGREEMENT AND RETURN TO ME IN THE ENCLOSED RETURN ENVELOPE. YOU MAY RETAIN THE OTHER ORIGINAL FOR YOUR FILE. IF PREFERRED, YOU MAY SEND THE SIGNED AGREEMENT TO THE FIRM BY FACSIMILE OR BY EMAIL IN PDF FORMAT.

#### **EXHIBIT "A"**

#### **SCHEDULE OF FEES & CHARGES**

- A. <u>Attorney Travel Charges</u>. The Firm may charge Client the Firm's applicable rate for General Legal Services, as described in Section B, below, for travel time to and from Client meetings (whether regular or special) and meetings with, or on behalf of, Client for which the Firm is requested to attend in person relating to items not categorized as litigation matters. Firm's Litigation and Employment Legal Services rate shall apply to litigation services, including travel time, provided to Client.
- B. <u>General Legal Services</u>. For performance of legal services contemplated by the Agreement, excepting performance of legal services set described in Section C of this Exhibit "A", Client agrees to pay at the Firm in pursuant to the terms of the Agreement and in accordance with the Schedule of Fees listed below, which may be adjusted in as set forth in Section D below.

a. Shareholders and Of Counsel
b. Associates
c. Paralegals, Legal Interns, and Legal Assistants
\$325 per hour
\$260 per hour
\$190 per hour

- C. <u>Litigation and Employment Legal Services</u>. For legal services involving representation of the Client in employment matters or civil litigation to which Client is a party, Client agrees to pay \$375 per hour, as may be adjusted in accordance with Section D below.
- D. Compensation Adjustments. Commencing July 1, 2025, and every fiscal year thereafter, Firm may adjust by the greater of either the relevant local Consumer Price Index ("CPI") increase or the prior twelve (12) months period, rounded to the nearest dollar, or ten (\$10.00) dollars per hour ("Cost of Living Adjustment"). Further, the relevant local CPI shall be set by the CPI for all urban consumers in the San Francisco-Oakland-Hayward areas as published by the United States Government Bureau of Labor Statistics. Any increase to Firm's billing rates in excess of the foregoing shall require approval by Client. Firm reserves the right to waive and/or delay implementation of any rate adjustment established pursuant to the terms of this Agreement.

# ITEM 9

Kevin Kauffman, President Christian Gaines, Trustee Dominick Gulli, Trustee

#### RECLAMATION DISTRICT NO. 1614 SMITH TRACT

Andrew J. Pinasco, Counsel Rhonda L. Olmo, Secretary Christopher H. Neudeck, Engineer Abel Palacio, Superintendent

#### BOARD OF TRUSTEES MEETING MONDAY, SEPTEMBER 9, 2024 2:00 PM

#### I. LEVEE MAINTENANCE PROJECT – FY 2023-2024

A. Review status of Field investigation for this year's Rock Slope Maintenance Project (RSP).

### II. SAN JOAQUIN COUTY OFFICE OF EMERGENCY SERVICES (OES) DELTA R3 UPDATE FLOOD SAFETY PLANS

A. Review progress of the update and enhancement of the District's Flood Safety Plan.

#### III. FALLEN TREE AT MATT DAVIES HOME AT 2030 MOREING AVE

A. Review the status of the tree removal and seek Board authority to remove the fallen tree and repair the damaged levee slope.

EXHIBIT A: Proposal from Dino and Son Excavating to remove the fallen tree and repair the damaged levee slope.

# Exhibit A

#### **ESTIMATE**

Dino and Son Ditching Service Inc.

5250 Claremont Ave #122 Stockton, CA 95207 dinoandsonditching@yahoo.com (209) 471-0370

#### Bill to

Reclamation District 1614 C/O K.S.N. inc. P.O. Box 844 Stockton, Ca. 95201 Ship to

Reclamation District 1614 C/O K.S.N. inc. P.O. Box 844 Stockton, Ca. 95201

#### **Estimate details**

Estimate no.: 1098

Estimate date: 09/05/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Mobilization	Mobilization	1	\$600.00	\$600.00
2.		Levee clean-up	Remove, cut, chip and/or haul off large fallen tree from 2030 Morieng Ave that fell into the Smith canal. With a excavator, Bc1000 chipper/ chipper truck, chain saws, dump truck or trailer and 3 laborers	1	\$20,740.00	\$20,740.00
3.		Dump fees	Dump fees for extra large stumps	1	\$3,500.00	\$3,500.00
			Total		\$24	,840.00

Accepted date Accepted by

### ITEM 10

### RD 1614 Superintendent's Report July and August 2024

6/26//2024

The District's 11 pump stations and levee system continue to function well. There are no significant problems with pumps to report. Preventative maintenance (sump cleaning) yard maintenance and levee inspection was performed these two months.

Pump Stations: I have been working with contractors to get weeds and grasses removed at several of the district's properties. We had a submersible transmitter failed at pump station #4 - Plymouth and Smith canal due to unknown causes. A new sump level transmitter was purchased and installed. Calibration of the controller and testing was done. The system was placed back in service. In preparation for fall, I began a thorough housekeeping of all pump stations . i.e cleanup of loose debris , oil residue, lighting improvements etc. during the month of September I plan to perform a comprehensive inspection and reliability test of all pumps, motors and control systems. I still have more fence repair work to be done at Franklin and Wisconsin pump stations and will be working with contractors for those repairs.

**Levee inspection:** A levee inspection was performed on August 22,2024. Please see attached detailed report of that inspection.

#### Weeds and grasses:

Pictures below are of before and after of the weeds and grasses at the discharge structure at Wisconsin Pump Station. Small trees were also beginning to take root.





Weeds, grasses and small trees grow rapidly at several of the pump stations. The photo above highlights a potential problem if trees and brush were allowed to grow in these areas. In addition fire hazard and unsightliness pose a risk if left unchecked. I have been managing this by getting contractors to do one time cleanups when the growth gets out of hand, with marginal success. I would like to seek proposals from companies for a monthly service to perform weed, grass and debris removal at 4 of our most problematic stations. (1) Wisconsin, (2) Franklyn (3) Kirk (4) Hougue ave.

I am requesting the Trustees direction on this matter.

#### Proposed signage at pumps stations:

The District 11 pump stations are located in the urban areas of Stockon. There are currently no signs to indicate the owner ,address, purpose of , and who to call incase of an emergency at the pump stations . I propose that we place a sign at each station to identify the station . Placing an address at each pump station would also allow me or the public to direct emergency services to the pump station in the event of fire or criminal activity. I created a sample from Vista print.com for your consideration:



**Material: Coated White Aluminum** 

Size: 18" x 24" Item total \$98.00

This concludes my report.

Respectfully:

Abel Palacio - Reclamation District 1614 Superintendent:

# Reclamation District 1614 Monthly Waterside Inspection Report

Personnel present: Abel Palacio (RD 1614 Superintendent), Aaron Lickingteller (KSN)

Inspection conducted: Thursday, August 22, 2024 at 8:00am –11:30am. Low tide occurred at 3:19pm (0.08 feet) and high tide occurred at 8:12am (4.03 feet). The following points of interest were observed during the inspection:

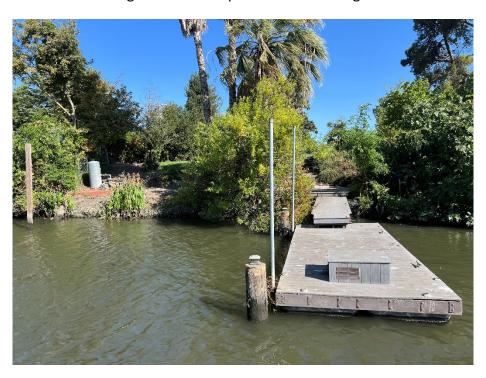
# **Photos of Smith Tract**



Another tree fell into Smith Canal near its mouth and has blocked two-thirds of the channel width. The large Eucalyptus Tree fell from the property of Bruce & Elizabeth Davies of 2030 Moering Ct. (photo taken at high tide).



3216 Moering Ct.: Still no improvements to the gutted house.



2072 Canal Drive: The property owner initially wanted RSP, but later changed his mind because it was inconvenient for him.



2344 Canal Drive: The property owner expressed interest in RSP and never returned my call of inquiry to further investigate the property.



2050 Canal Drive: A recipient of RSP from last year. Note the dying, leaning tree - which was present during work last year.



1826 & 1822 S. Tuxedo Ave.: Both properties requested RSP.



1628 to 1640 S. Tuxedo Ave.: At least one of the property owners of this condominium complex has requested RSP.

\_\_\_\_\_

# **Photos of Weber Tract**



1701 Pershing Ave.: The homeless camp on this property has continued to develop.



1431 W. Walnut St.: The property owner's tree fell into the canal.



2077 W. Harding Way: A tree adjacent to this property fell into the Canal. The given addressee does not own property north of Shimizu Drive.

#### **RECLAMATION DISTRICT NO. 1614**

### **RESOLUTION 2024-06**

### RESOLUTION ORDERING BOARD OF TRUSTEES ELECTION

WHEREAS, the voters of Reclamation District No. 1614 ("RD 1614") voted to conduct all future general elections by mailed ballot at the 2016 RD 1614 general election; and

WHEREAS, RD 1614 will hold an election on November 6, 2024 to fill two seats on the Board as required by law; and

WHEREAS, the election shall be conducted pursuant to applicable law and Water Code sections 50700 et seq. which provides election procedures for Reclamation Districts; and

WHEREAS, this Resolution is in compliance with the California Water Code.

## NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- 1. The foregoing recitals are true and correct.
- 2. The 2024 RD 1614 General Election shall be conducted by mailed ballot held on November 6, 2024.
- 3. The Board hereby authorizes and directs the District Secretary to publish the Notice of Election, or Notice of No Election, as required by law.
- 4. The Board hereby authorizes and directs the District Attorney, District Secretary or other appointed designee, to prepare such other appropriate notices and documents for the purpose of conducting the election.

•	e Board of Trustees of Reclamation District No. 1614 atday of, 2024, by the following vote, TO
AYES: NOES: ABSENT: ABSTENTION:	
	RECLAMATION DISTRICT 1614 A Political Subdivision of the State of California
	By: PRESIDENT

1796219-1

ATTEST:	
SECRETARY	
	CERTIFICATION
	of Reclamation District 1614, do hereby certify that the
foregoing is a full, true and correct copy	of a resolution of Reclamation District 1614 duly passed f Trustees thereof held on the day of
Dated:, 20	
	SECRETARY, Reclamation District 1614

1796219-1 45



### **RD 1614: MASTER CALENDAR**

#### **JANUARY**

#### **FEBRUARY**

- Send out Form 700s, remind Trustees of April 1 filing date
- Update Document Retention Policy

## **MARCH**

• Evaluation Review of Employees

#### **APRIL**

- April 1: Form 700s due
- Biannual Town Hall Meeting

#### **MAY**

• Draft Budget

### **JUNE**

- June 15: Provide notice/make available to the public, documentation/materials regarding determination of Appropriations (15 days prior to meeting at which Appropriations will be adopted) (*Government Code* §7910).
- Approve Audit Contract for expiring fiscal year
- Adopt Annual Budget.
- Reminder that Liability Insurance Expires Annually the end of July.
- Adopt Annual CEQA Exemption for levee maintenance
- Adopt Annual Levee Subventions Agreement Resolution
- Notice for Appropriations Limit

## **JULY**

- Adopt Resolution for setting Appropriations and submit to County Assessor's Office.
- Adopt Resolution Establishing Annual Assessments.

#### **AUGUST**

- August 1: Deadline to certify assessments for tax-roll and deliver to County (duration of current assessment: no expiration).
- Send handbills for collection of assessments for public entity-owned properties
- In election years, opening of period for secretary to receive petitions for nomination of Trustees (75 days from date of election.) (*Cal. Wat. Code* §50731.5)
- Employee Embezzlement Policy Expires this Month.
- Renewal of Insurance (Crime policy does not come up for renewal until 8/22/2026)

### **SEPTEMBER**

- In election years, last legal deadline to post notice that petitions for nomination of Trustees may be received (7 days prior to close of closure.) (*Cal. Wat. Code* §50731.5).
- In election years, closing of acceptance of petitions for nomination of Trustees (54 days from date of election.) (*Cal. Wat. Code* §50731.5).
- Review Status of Encroachment Permit request from Randy Pierson for fence at corner of Del Rio Ave and Kirk Ave.

#### **OCTOBER**

- Publish Notice of Election, even numbered years (once per week, 4 times, commencing at least 1 month prior to election).
- Newsletter
- Biannual Town Hall Meeting.

## **NOVEMBER**

• Election: to be held date selected by Board each even-numbered year.

### **DECEMBER**

- New Trustee(s) take office, outgoing Trustee(s) term(s) end on first Friday of each evennumbered year.
- Follow up on Smith Canal Proposition 218 Reimbursement for costs advanced to SJAFCA.
- Election of Board officers (Election years)

### **Term of Current Board Members:**

Name	Term Commenced	Term Ends
Christian Gaines	First Friday 12/2022	First Friday of 12/2026
Kevin Kauffman	First Friday 12/2020	First Friday of 12/2024
Dominick Gulli	First Friday 12/2020	First Friday of 12/2024

## **No Expiration on Assessment**

**Emergency Operations Plan Review – September 2022.** 

## **Reclamation District Meetings**

First Monday of each month, at 2:00 P.M. at the offices of
 Neumiller &Beardslee
 3121 W. March Lane, Suite 100
 Stockton, California 95219

# **Registrar of Voters**



Olivia Hale, Registrar of Voters

Eric Diaz, Assistant Registrar of Voters

August 26, 2024

Subject: Biennial Review and Update of Conflict of Interest Code

Dear Administrator,

This is a reminder that the biennial review and update of your Conflict of Interest Code is due, as required by the Political Reform Act. It is crucial to keep your Conflict of Interest code current. This allows your organizational structure to be accurately reflected and allows for officials and employees who need to file Statements of Economic Interests (Form 700s) to be correctly identified. This effort is essential to maintaining transparency in local government.

Every even-numbered year, your organization is required to review its Conflict of Interest Code to ensure it remains relevant and accurate. This review is initiated by a Biennial Notice from our code-reviewing body. For jurisdictions in San Joaquin County, the County Board of Supervisors serves as the reviewing body.

These reviews were due to our office by August 12, 2024. If you have not submitted your review, attached are the necessary forms to complete this process. Resources are available to assist with any amendments if needed. To uphold transparency standards, please make any necessary updates for your organization and return the completed forms to our office by September 2, 2024, to ensure compliance with FPPC guidelines.

Sincerely,

Olivia Hale Registrar of Voters

COOPERATIVE AGREEMENT BETWEEN SAN JOAQUIN AREA FLOOD CONTROL
AGENCY, RECLAMATION DISTRICT 1614, AND RECLAMATION DISTRICT 828
TO SHARE COSTS RELATED TO PROPOSITION 218 ELECTIONS FOR THE SMITH
CANAL CLOSURE STRUCTURE, AND THE RECONSTRUCTION OF THE
WISCONSIN PUMP STATION FOR RECLAMATION DISTRICT 1614

This Cost-Share Agreement ("Agreement") is made this 26 day of 2011, among the San Joaquin Area Flood Control Agency ("SJAFCA"), a joint powers agency (consisting of the following members who are themselves not parties to this Agreement: City of Stockton, San Joaquin County, and the San Joaquin County Flood Control and Water Conservation District), and the following Reclamation Districts: Smith Tract ("RD 1614"), and Weber Tract ("RD 828") (all three of whom are collectively called "Affected Parties"), to share the costs related to conduct a Proposition 218 election for the Smith Canal Closure Structure ("Project 1"), and the reconstruction of the Wisconsin Pump Station for Reclamation District 1614 ("Project 2").

## RECITALS

WHEREAS, the Affected Parties are facing new FEMA floodplains, levee and pump station issues within the boundaries of said Affected Parties (such area is hereinafter called the "Affected Areas"); and

WHEREAS, the Affected Parties are developing plans to remove the Affected Areas from the FEMA designated floodplains and to resolve levee issues that are impacting the Affected Areas; and

WHEREAS, the Affected Parties are pursuing benefit assessment districts under the procedural requirements of a Proposition 218 election to fund:

- Project 1: Smith Canal Closure Structure development, design, and construction (the estimated design and construction costs included in the Proposition 218 election assumes State Early Implementation Program ("EIP") funding of approximately 50% of these costs);
- 2. Project 2: Reconstruction of the Wisconsin Pump Station for Reclamation District 1614; and

WHEREAS, the elections for both projects will be handled simultaneously; however, the ballots and the results of the elections will be handled and considered mutually independent (a project with a successful election can move forward independently regardless of the election results of the other project).

Page 1 of 7

WHEREAS, although the Affected Parties acknowledge that there are unresolved items that can affect the continuation of Project 1, the Affected Parties accept the risk of moving forward with the benefit assessment district through a Proposition 218 election. The Affected Parties also acknowledge that even if the election is successful, some of the unresolved items which can affect the continuation of Project 1 are as follows:

- 1. FEMA's approval of the submitted Conditional Letter of Map Revision ("CLOMR") for the Smith Canal Closure Structure;
- 2. FEMA's final delineation of the Smith Canal floodplain;
- FEMA's approval of a Provisionally Accredited Levee ("PAL") agreement submittal for the Lower Calaveras River submitted as a Letter of Map Revision ("LOMR");
- California Department of Water Resources' ("DWR") concurrence to participate in the funding of the design of the Smith Canal Closure Structure through an EIP grant;
- 5. DWR's concurrence to participate in the funding of the construction of the Smith Canal Closure Structure Project; and

WHEREAS, funding from DWR is imperative for the Affected Parties to move forward with the project. The Agency is relying on State funding of 50%.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions in this Agreement, and the mutual benefits to be derived therefrom, the Affected Parties agree as follows:

## MUTUAL COVENANTS.

- 1.1. Recitals Correct. The above recitals are true and correct.
- 1.2 <u>Term.</u> This Agreement shall remain in effect until terminated as provided in Section 1.3 and 1.4.
- 1.3. <u>Termination (Project 1)</u>. This Agreement shall be subject to termination as follows:
  - 1.3.1. <u>Termination by Mutual Consent</u>. This Agreement may be terminated at any time by mutual consent of the Affected Parties.

Any Affected Party may terminate this Agreement if one or more of the other Affected Parties default in their funding obligations. In such a case, a defaulting Affected Party is responsible for its share of Project(s) costs incurred prior to

Page 2 of 7

the time of default and the final billing for a defaulting Affected Party will include any and all of these expenses. Such a termination shall not preclude any party from negotiating a new agreement.

- 1.3.2. Termination Upon Completion of Proposition 218 election. Except as to any rights or obligations which survive termination (Project refunds and Operations and Maintenance for the Smith Canal Closure Structure Project), this Agreement shall be terminated, and the parties shall have no further obligation to each other, upon completion of the election.
- 1.4. <u>Termination (Project 2).</u> This portion of the Agreement applies to SJAFCA and RD 1614 only, and shall be subject to termination as follows:
  - 1.4.1. <u>Termination by Mutual Consent.</u> This Agreement may be terminated at any time by mutual consent of SJAFCA and RD 1614. RD 1614 will be responsible for 100% of the Proposition 218 election cost incurred up to that time for this project.
  - 1.4.2. <u>Termination Upon Completion of Proposition 218 election</u>. This Agreement shall be terminated, and SJAFCA and RD 1614 shall have no further obligation to each other, upon completion of the election. RD 1614 will be responsible for 100% of the Proposition 218 election costs for this project.
- 1.5. <u>Notices</u>. Any notice which may be required under this Agreement shall be in writing and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below:

### TO SJAFCA:

Roger Churchwell
Deputy Executive Director
San Joaquin Area Flood Control Agency
22 East Weber Avenue, Room 301
Stockton, CA 95202-2317

#### TO RD 828:

Bill Mendelson, President, Board of Trustees Reclamation District 828

Page 3 of 7

221 Tuxedo Court, Suite F Stockton, CA 95204

#### TO RD 1614:

William V. Dunning, President, Board of Trustees Reclamation District 1614 P.O. Box 4807 Stockton, CA 95204-4807

Any Affected Party changing its address must give notice of such change to the other Affected Parties in the manner provided in this Section 1.4. All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after deposit in the United States mail.

- 1.5. <u>Amendment</u>. This Agreement may not be changed, modified or rescinded except as otherwise provided in this Agreement or in a writing signed by all Affected Parties (a concurrence letter executed by all Affected Parties is an acceptable method to modify this Agreement), and any attempt at oral modification of this Agreement shall be void and of no effect.
- Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California.
- 1.7. No Continuing Waiver. The waiver by any Affected Party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or any other provision of this Agreement.
- 1.8. Signator's Warranty and Counterparts. Each Affected Party warrants to the other Affected Parties it has authorized the signatory for the Affected Party to enter into this Agreement in the capacity indicated by his or her signature and the Affected Party agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other Affected Party. This Agreement may be signed in counterparts, all of which shall constitute one and the same instrument. This Agreement shall be effective only when executed by all of the parties.

## COST SHARING.

Page 4 of 7

2.1. The cost-sharing established in this Agreement will apply to cover the expenses of conducting a Proposition 218 election for the Smith Canal Closure Structure and the reconstruction of the Wisconsin Pump Station for Reclamation District 1614, as stated in a \$362,300 contract with Capitol Public Finance Group, LLC (Capitol PFG). Additional activities can be considered part of this Agreement by issuance of a concurrence letter by the Affected Parties.

## 2.2. Cost Share Formula.

2.2.1. All expenses related to conduct the Proposition 218 election for the Smith Canal Closure Structure Project (Project 1) shall be cost-shared as follows:

Agency	Cost-share
SJAFCA	41% (\$125,819)
RD 1614	42% (\$128,887)
RD 828	17% (\$ 52,169)
TOTAL	100% (\$306,875)

2.2.2. All expenses related to conduct the Proposition 218 election for the reconstruction of the Wisconsin Pump Station (Project 2) will be borne by Reclamation District 1614.

Agency	Cost-share			
RD 1614	100% (\$ 55,425)			

## 2.3. Lead Agencies.

- 2.3.1. <u>Project 1</u> SJAFCA will be the lead agency for the election, design and construction of the Smith Canal Closure Structure project. SJAFCA will contract and manage the required work effort in coordination with both Reclamation Districts.
- 2.3.2. Project 2 Reclamation District 1614 will be the lead agency for the election and reconstruction of the Wisconsin Pump Station project. RD 1614 will handle the election and reconstruction of the pump station independently of SJAFCA and RD 828. SJAFCA's role on this project will be limited to administer the \$55,425 contract with Capitol PFG to conduct the Proposition 218 election for this project. The operations and maintenance for this pump station will continue to be the responsibility of RD 1614.
- 2.4. Payments. SJAFCA shall fund the Proposition 218 election costs for the Smith Canal Closure Structure Project costs on a quarterly basis. After the end of each quarter, SJAFCA will submit an accounting of the costs to each of the other Affected Parties for Page 5 of 7

Cooperative Agreement between San Joaquin Area Flood Control Agency, Reclamation District 1614, and Reclamation District 828 to share costs related to Proposition 218 elections for the Smith Canal Closure Structure, and the Reconstruction of the Wisconsin Pump Station for Reclamation District 1614

payment. Each Reclamation District shall, within thirty (30) days of notice of costs paid by SJAFCA to fund the Smith Canal Closure Structure Project, submit payment of their cost-share in accordance with this Agreement. Each Reclamation District may, if it elects to, advance its share of the estimated annual expenses to SJAFCA. On a quarterly basis, if needed, SJAFCA will issue a bill for the remainder of the actual expenses for these periods.

- 2.5. Operation and Maintenance. SJAFCA will select an agency to conduct the operations and maintenance ("O&M") of the Smith Canal Closure Structure Project. O&M activities will be funded by the assessments for the Smith Canal Closure Structure Project. Any surplus in O&M funds (from collected assessments) will be accumulated in a special O&M surplus account to be used for emergencies, special repairs, or future replacements of Smith Canal Closure Structure Project components.
- 2.6. Refunds. If the Smith Canal Closure Structure election is successful, the Affected Parties shall be refunded their share of all expended funds used for the development, feasibility study, and preliminary design of the Smith Canal Closure Structure Project, as well as those funds used to pay the expenses associated with the election. If the election is unsuccessful, the Affected Parties shall be responsible for their share of all expenses associated with the election. Refunds will be initiated only after there are enough surplus funds (generated by the assessments) and their disbursement will not generate Project delays. No money will be available if the election fails.

# RECORDS AND REPORTS (Project 1).

- 3.1. SJAFCA shall coordinate with the other Affected Parties in the maintenance of adequate records of the expenses and revenues of the Proposition 218 election for the Smith Canal Closure Structure Project. Such records shall be available for inspection and audit by the designated representatives of the Affected Parties within twenty (20) days of any such records being compiled, and shall maintain such records available for inspection and audit by the Affected Parties for a period of three years after final payment under this Agreement.
- 3.2. Upon completion of the Proposition 218 election, SJAFCA shall furnish the other Affected Parties a copy of all final billings within thirty (30) days of receipt of such by SJAFCA.

Page 6 of 7

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

SJAFCA:

**RECLAMATION DISTRICT 828:** 

JAMES B. GIOTTONINI EXECUTIVE DIRECTOR

BILL MENDELSON PRESIDENT

**RECLAMATION DISTRICT 1614:** 

WILLIAM V. DUNNING

PRESIDENT

APPROVED AS TO FORM:

SCOTT SHAPIRO SIAFCA LEGÁL COUNSEL

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

SJAFCA:

**RECLAMATION DISTRICT 828:** 

JAMES B. GIOTTONINI EXECUTIVE DIRECTOR

BILL MENDELSON PRESIDENT

**RECLAMATION DISTRICT 1614:** 

WILLIAM V. DUNNING PRESIDENT

APPROVED AS TO FORM:

SCOTT SHAPIRO SJAFCA LEGAL COUNSEL

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# Reclamation District 1614 July 2024 Bills

NAME	INVOICE #	AMOUNT	TOTAL \$	WARRANT#	CHECK #	SUBVENTION FUND
			<del>-</del> -	· ·		
Rhonda Olmo		\$1,892.16		6355		
			\$1,892.16			
Neumiller & Beardslee	349152	\$4,587.53		6356		
			\$4,587.53			
Wieldere Ciered C Neuderly Inc	27026	¢2.625.05		6257		
Kjeldsen, Sinnock & Neudeck, Inc.	37936 37937	\$2,625.85		6357		
		\$1,212.50				
	37938	\$315.00				
	37939	\$861.15				
	37940	\$559.63				
	37941	\$1,590.00				
	37942	\$5,871.25				
	37943	\$2,045.00				
	37944	\$1,173.75				
	38127	\$1,128.00				
	38128	\$54.50				
	38129	\$148.50				
	38130	\$941.06				
	38131	\$767.68				
	38132	\$312.50				
	38133	\$693.00				
	38134	\$634.50				
			\$20,933.87			
Delk Pest Control	236893	\$220.00		6358		
Delik i est control	230033	7220.00	\$220.00	0330		
		+	Ţ <u></u>			

# Reclamation District 1614 July 2024 Bills

Dino and Son Ditching Service						
Progress Payment #10 - Smith Levee						
Maintenance Project 2022-2023	24-33	\$40,397.51		6359		
			\$40,397.51			
Alan Spragg and Associates	8092394	\$459.00		6360		
	8092395	\$1,100.00				
	8092396	\$625.00				
	8092397	\$1,125.00				
	8092398	\$200.00				
			\$3,509.00			
		4				
Affordable Fence Company, LLC	2005	\$11,569.00		6361		
			\$11,569.00			
North Valley Labor Compliance Services	5397	\$30.00		6362		
			\$30.00			
Ridgeline Engineering	23E-008-02	\$2,362.50		6363		
			\$2,362.50			
Dino and Son Ditching Service						
Hoover Tyler Little League work	24-40	\$24,598.00		6364		
			\$24,598.00			
Abel Palacio - July Payroll		\$1,473.56			Direct Deposit	
Aberi didelo Jaly i dyfoli		ψ1, <del>4</del> 73.30	\$1,473.56		Виссе верозн	
State of California Payroll Taxes - July		\$41.93	4		online	
			\$41.93			
Federal Government Payroll Taxes - July		\$484.22			online	
			\$484.22			
ADP - Period Ending 6/30/24	664806427	\$125.95			online	
7.5. Criod Ename 0/30/24	001000127	Ş123.33	\$125.95		Omme	

# Reclamation District 1614 July 2024 Bills

T-Mobile	\$111.77		online	
		\$111.77		
Comcast - July 25, 2024	\$141.69		online	
Comcast - July 30, 2024	\$141.69			
		\$283.38		
PG&E	\$2,223.88		online	
		\$2,223.88		

WARRANT TOTAL: \$110,099.57
CHECKING TOTAL: \$4,744.69
TOTAL BILLS PAID \$114,844.26

# Reclamation District 1614 August 2024 Bills

NAME	INVOICE #	AMOUNT	TOTAL \$	WARRANT#	CHECK #	SUBVENTION FUND
NAME	invoice #	AMOUNT	TOTAL	WAINTAIN II	CHECK	SOBVENTION TOND
Rhonda Olmo		\$1,847.81		6365		
			\$1,847.81			
Neumiller & Beardslee	349897	\$2,438.52		6366		
Neuminer & Beardsice	343637	72,430.32	\$2,438.52	0300		
Kaldana Canada O Nandada II.a	20272	Ć54.50		6267		
Kjeldsen, Sinnock & Neudeck, Inc.	38373	\$54.50		6367		
	38374	\$984.50				
	38375 38376	\$272.50 \$2,313.75				
	38377	\$1,995.00				
	38378	\$1,993.00				
	38379	\$112.00				
	38380	\$677.75				
	38381	\$2,307.75				
	38382	\$1,730.73				
	36362	\$1,730.73	\$11,099.48			
			Ψ11,0331-10			
Reclamation District 1614 - Checking						
Account Funds		\$25,000.00		6368		
			\$25,000.00			
Delk Pest Control	241735	\$220.00		6369		
			\$220.00			
California Central Valley Flood Control Association Membership Dues 2024/2025						
Association Membership Dues 2024/2025	4129	\$791.00		6370		
		7752.00	\$791.00	30.0		
U.S. Postal Service						
Yearly Renewal Fee		\$182.00			2553	
			\$182.00			

# Reclamation District 1614 August 2024 Bills

Dohrmann Insurance					
Liability - Policy #0106581059LB Annual					
Premium		\$278.00			
			\$278.00	2554	
Dohrmann Insurance					
8/22/24-8/22/25 Package Premium &					
8/22/24-8/22/25 UMBR Premium	34108	\$18,930.03		2555	
	34111	\$1,591.32			
			\$20,521.35		
Abel Palacio - August Payroll		\$1,657.38		Direct Deposit	
			\$1,657.38		
State of California Payroll Taxes - August		\$48.73		online	
State of Camornia Payron Taxes - August		у <del>4</del> 8.73	\$48.73	Offilite	
			·		
Federal Government Payroll Taxes - August		\$515.79		online	
			\$515.79		
ADP - Period Ending 7/31/24/24					
ADP - Period Ending 8/31/24	667423947	\$132.25		online	
	669459417	\$132.25			
			\$264.50		
T-Mobile		\$111.78		online	
		,	\$111.78		
Comcast - July 25, 2024		\$0.30		online	
Conicast - July 23, 2024		ŞU.3U	\$0.30	Offille	
PG&E		\$2,020.33		online	
			\$2,020.33		

# Reclamation District 1614 August 2024 Bills

Visa		\$751.11		online	
			\$751.11		
State Fund	1001938689	\$712.25		online	
			\$712.25		

WARRANT TOTAL: \$41,396.81
CHECKING TOTAL: \$27,063.52
TOTAL BILLS PAID \$68,460.33