

**RECLAMATION DISTRICT NO. 773
MEETING AGENDA FOR
BOARD OF TRUSTEES
9:00 A.M. FEBRUARY 4, 2025**

**NEUMILLER & BEARDSLEE
3121 WEST MARCH LANE, SUITE 100
STOCKTON, CALIFORNIA**

AGENDA

1. **Call to Order/Roll Call.**
2. **Public comment:** Under Government Code section 54954.3, members of the public may address the Board on any issue in the District's jurisdiction. The public may address any item on the agenda at the time it is taken up.
3. **Minutes.** Consider for approval minutes of the August 6, 2024, Board meeting.
4. **District Financial Report.** Discussion and possible action to accept District Financial Report.
5. **Insurance.** Delegate authority to approve Insurance Policy for 2025/2026 Insurance Year.
6. **District Audit.** Review and Accept Draft Audit for Fiscal Year 2023, Ratify Signing Management Letter for Fiscal Year 2023, and Review and Accept Signing Engagement Letter to Prepare Special District Financial Transaction Report for Fiscal Year 2024.
7. **Engineers' Report;** Discussion and Possible Action on the following items:
 - I. DELTA LEVEE SUBVENTIONS PROGRAM
 - A. Review Levee Maintenance Project for Fiscal Year 2024/25 awarded to Dino & Son Excavating.
 - B. Review California Department of Fish & Wildlife Streambed Alteration Agreement: EPIMS_SJN_44771-R3 Fabian Bell Canal and Old River.
Expiration Date: 12/31/2028.
8. **Correspondence and meeting attendance reports.**
9. **District Calendar.**
 - a. Next Meeting Tuesday, April 1, 2025
10. **Bills.** Approval of bills to be paid.
11. **Adjournment.**

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 Andy Pinasco at 209/948-8200 during regular business hours, at least twenty-four 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.

**AGENDA PACKET
RECLAMATION DISTRICT 773
FEBRUARY 4, 2025**

<u>ITEM</u>	<u>COMMENTARY</u>
1.	Self-explanatory.
2.	Self-explanatory.
3.	Please see attached.
4.	Please see attached.
5.	Self-explanatory.
6.	Please see attached.
7.	Please see attached.
8.	Self-explanatory.
9.	Please see attached.
10.	Please see attached.
11.	Self-explanatory.

ITEM 3

Minutes of Meeting of Reclamation District 773 Held on November 5, 2024

The regular meeting of the Board of Trustees of Reclamation District 773 was held at 9:00 a.m. on November 5, 2024, at the District Offices located at 3121 West March Lane, Suite 100.

Item No. 1: The meeting was called to order at 9:00 a.m. Present were President Mark Bacchetti, and Trustee Joe Enos, Trustee Ryan Bacchetti was absent. Also present were Andy Pinasco, District Secretary, and Dave Carr, District Engineer.

Item No. 2: Public Comment. There was no public comment.

Item No. 3: Minutes. The minutes of the August, 6, 2024, meeting were approved unanimously by the Trustees present on a motion by President Mark Bacchetti seconded by Trustee Joe Enos.

Item No. 4: Mr. Pinasco provided an oral written financial report and reviewed it with the Trustees. The August 2024 financial report was approved unanimously by the Trustees present on a motion by President Mark Bacchetti seconded by Trustee Joe Enos.

Item No. 5: Mr. Pinasco provided a written and oral report regarding the requirement for the District to review and update its Conflict of Interest Policy, if necessary, every two years. Mr. Pinasco explained that no changes were recommended at this time and presented Resolution 2024-04 Reviewing the Conflict of Interest Code for 2024 as a recommendation to adopt and submit to the County to satisfy the District's biennial obligation. Resolution 2024-04 was approved unanimously by the Trustees present on a motion by Trustee Joe Enos and seconded by Trustee Mark Bacchetti.

Item No. 6: Engineers' Report; request for direction. Mr. Carr presented a written and oral report. He reported on the status of the levee repairs associated with the gates along the District's levee. The Trustees requested that Engineering staff review the District's Budget item associated with the Annual Levee Maintenance Program.

Item No. 7: No correspondence was presented at the November meeting.

Item No. 8: It was noted that the next regular meeting is December and that it was likely to be cancelled due to little business necessary to discuss. Any business for Trustee consideration would be considered at the January 2025 meeting.

Item No. 9: Mr. Pinasco reported on the outstanding bills that had been received and the status of the District's accounts. On a motion by President Mark Bacchetti, seconded by Trustee Joe Enos, the Trustees present unanimously approved payment of the attached bills identified on the attached bills paid report

Item No. 10: The meeting was adjourned at 10:18 a.m. by unanimous vote of the Trustees present on a motion by President Mark Bacchetti, seconded by Trustee Joe Enos.

Respectfully submitted,

Andy Pinasco, District Secretary

ITEM 4

RECLAMATION DISTRICT 773
FINANCIAL REPORT JANUARY 2025 MEETING
100% OF 2023/2024 FISCAL YEAR

INCOME	Annual Budget Amount	Received Period TD	Received YTD	% YTD
INTEREST	\$ 2,000.00	\$ 2,382.00	\$ 9,085.00	454.25%
ASSESSMENTS (MAX. ALLOWANCE)	\$ 235,793.00	\$ 83,075.82	\$ 183,820.93	77.96%
5-Year Plan	\$ 1,239.00	\$ -	\$ -	0.00%
SUBVENTION REIMBURSEMENT	\$ 425,000.00	\$ -	\$ -	0.00%
FEMA Reimbursement	\$ 200,000.00	\$ -	\$ -	0.00%
Total Income	\$ 864,032.00	\$ 85,457.82	\$ 192,905.93	22.33%
EXPENSES	Annual Budget Amount	Expended Period TD	Expended YTD	% YTD
<u>GENERAL</u>				
G1 County Assessment Administration	\$ 2,500.00	\$ 57.50	\$ 2,085.10	83.40%
G2 Miscellaneous Supplies	\$ 300.00	\$ -	\$ 85.30	28.43%
G3 General Engineering	\$ 25,000.00	\$ 5,610.00	\$ 50,263.56	201.05%
G4 Legal and Accounting	\$ 25,000.00	\$ 4,043.98	\$ 18,576.63	74.31%
G5 Insurance	\$ 15,000.00	\$ -	\$ 30,672.00	204.48%
G6 Contingency	\$ 4,000.00	\$ -	\$ 2,954.00	73.85%
Account Funding Placeholder		\$ -		
Total General Expenses	\$ 71,800.00	\$ 9,711.48	\$ 104,636.59	145.73%
<u>LEVEE WORK</u>				
L1 Vegetation Control and Management	\$ 30,000.00	\$ 2,749.94	\$ 27,959.36	93.20%
L2 Rodent Control	\$ 30,000.00	\$ -	\$ -	0.00%
L3 Construct All-Weather Road Surfacing	\$ -	\$ -	\$ -	0.00%
L4 Waterside Erosion Repair	\$ 100,000.00	\$ -	\$ 12,528.30	12.53%
L5 Back Slope Fill Flattening	\$ 25,000.00	\$ -	\$ 24,035.00	96.14%
L6 General Levee Maintenance	\$ 35,000.00	\$ 35,372.87	\$ 36,410.37	104.03%
L7 DWR 5 Year Plan	\$ -	\$ -	\$ 2,853.75	0.00%
Total Levee Work	\$ 220,000.00	\$ 38,122.81	\$ 103,786.78	47.18%
Total Expenses	\$ 291,800.00	\$ 47,834.29	\$ 208,423.37	71.43%
	ANNUAL BUDGET AMOUNT	PTD INCOME/LOSS	YTD INCOME/LOSS	
NET INCOME (LOSS)	\$ 572,232.00	\$37,623.53	\$ (15,517.44)	

Fund Balance as of Beginning of Fiscal Year 2023-2024	\$ 257,275.10
Revenues (YTD)	\$ 192,905.93
Expenses (YTD)	\$ 208,423.37
Total Cash in General Fund	\$ 241,757.66
Total Restricted Cash in 5 Year Plan Account	\$ 1,221.14
Bank of Stockton	\$ 1,238.30
Total Available Cash	\$ 242,995.96

RECLAMATION DISTRICT 773
FINANCIAL REPORT JANUARY 2025 MEETING
50% OF 2023/2024 FISCAL YEAR

	Annual Budget Amount	Received Period TD	Received YTD	% YTD
INCOME				
INTEREST	\$ 7,500.00	\$5,389.00	\$ 5,389.00	71.85%
ASSESSMENTS (MAX. ALLOWANCE)	\$ 235,793.00	\$93,681.24	\$ 93,681.24	39.73%
5-Year Plan	\$ -	\$0.00	\$ -	
SUBVENTION REIMBURSEMENT	\$ 425,000.00	\$423,557.00	\$ 423,557.00	99.66%
FEMA Reimbursement	\$ 200,000.00	\$0.00	\$ -	0.00%
Total Income	\$ 868,293.00	\$ 522,627.24	\$ 522,627.24	60.19%
EXPENSES	Annual Budget Amount	Expended Period TD	Expended YTD	% YTD
<u>GENERAL</u>				
G1 County Assessment Administration	\$ 2,500.00	\$2,516.50	\$ 2,516.50	100.66%
G2 Miscellaneous Supplies	\$ 300.00	\$0.00	\$ -	0.00%
G3 General Engineering	\$ 35,000.00	\$31,059.15	\$ 31,059.15	88.74%
G4 Legal and Accounting	\$ 25,000.00	\$13,838.90	\$ 13,838.90	55.36%
G5 Insurance	\$ 30,000.00	\$100.00	\$ 100.00	0.33%
G6 Contingency	\$ 4,000.00	\$3,043.00	\$ 3,043.00	76.08%
Total General Expenses	\$ 96,800.00	\$ 50,557.55	\$ 50,557.55	52.23%
<u>LEEVE WORK</u>				
L1 Vegetation Control and Management	\$ 30,000.00	\$20,532.99	\$ 20,532.99	68.44%
L2 Rodent Control	\$ 30,000.00	\$0.00	\$ -	0.00%
L3 Construct All-Weather Road Surfacing	\$ 15,000.00	\$0.00	\$ -	0.00%
L4 Waterside Erosion Repair	\$ 25,000.00	\$0.00	\$ -	0.00%
L5 Back Slope Fill Flattening	\$ 250,000.00	\$8,011.14	\$ 8,011.14	3.20%
L6 General Levee Maintenance	\$ 50,000.00	\$11,146.70	\$ 11,146.70	22.29%
L7 DWR 5 Year Plan	\$ -	\$0.00	\$ -	0.00%
Total Levee Work	\$ 400,000.00	\$ 39,690.83	\$ 39,690.83	9.92%
Total Expenses	\$ 496,800.00	\$ 90,248.38	\$ 90,248.38	18.17%
	BUDGET AMOUNT	PTD INCOME/LOSS	YTD INCOME/LOSS	
NET INCOME (LOSS)	\$ 371,493.00	\$432,378.86	\$ 432,378.86	

Fund Balance as of Beginning of Fiscal Year 2024-2025	\$ 217,482.85
Revenues (YTD)	\$ 522,627.24
Expenses (YTD)	\$ 90,248.38
Total Cash in General Fund	\$ 649,861.71
Total Restricted Cash in 5 Year Plan Account	\$ 1,221.14
Bank of Stockton	\$ 1,238.30
Total Available Cash	\$ 651,100.01

ITEM 6

_____, 2024

Board of Trustees
Reclamation District No. 773
c/o Andrew Pinasco
Post Office Box 20
Stockton, California 95201

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of **Reclamation District No. 773** for the year ended June 30, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards as well as certain information related to the planned scope and timing of our audit. We have communicated such information to you. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by **Reclamation District No. 773** are described in Note A to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2023. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements was:

- Management's estimates of the state assistance receivable in the amount of \$339,918 as reported on the statement of net position as of June 30, 2023 is based on calculations and assessments by the District's engineers of the proceeds to be received for subvention eligible expenses for the fiscal year ended June 30, 2023.

Certain financial statement disclosures are particularly sensitive because of their significance to the financial statement users. We did not identify any sensitive financial statement disclosures.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. We did not identify any material misstatements during the course of our audit.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 30, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - Governmental Funds, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted 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 did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the use of the Board of Trustees and management of **Reclamation District No. 773** and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

CROCE, SANGUINETTI, & VANDER VEEN, INC.
Certified Public Accountants

RECLAMATION DISTRICT No. 773

**FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT**

JUNE 30, 2023



CROCE, SANGUINETTI, & VANDER VEEN

CERTIFIED PUBLIC ACCOUNTANTS

CONTENTS

Independent Auditor's Report	1
Basic Financial Statements	
Government-Wide Financial Statements	
Statement of Net Position	4
Statement of Activities	5
Fund Financial Statements	
Balance Sheet - Governmental Funds	6
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position	7
Statement of Revenues, Expenditures and Changes in Fund Balance - Governmental Funds	8
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance - Governmental Funds to the Statement of Activities	9
Notes to Financial Statements	10
Required Supplemental Information	
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - Governmental Funds	20
Notes to Required Supplemental Information	21

Independent Auditor's Report

To the Board of Trustees
Reclamation District No. 773
Stockton, California

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of **Reclamation District No. 773** (the District) as of and for the year ended June 30, 2023 and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of **Reclamation District No. 773**, as of June 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the State Controller's Minimum Audit Requirements for California Special Districts. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of **Reclamation District No. 773**, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about **Reclamation District No. 773's** ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of **Reclamation District No. 773's** internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about **Reclamation District No. 773's** ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

The District has omitted Management's Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing 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. Our opinion on the basic financial statements is not affected by this missing information.

Accounting principles generally accepted in the United States of America require that the statement of revenues, expenditures, and changes in fund balance - budget and actual - governmental funds on pages 20 through 21 be presented to supplement the 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. We have applied certain limited procedures to the required supplemental information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 do 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.

CROCE, SANGUINETTI, & VANDER VEEN, INC.
Certified Public Accountants
Stockton, California
June 30, 2024

RECLAMATION DISTRICT NO. 773

Statement of Net Position

June 30, 2023

	<u>Governmental activities</u>
Assets	
Cash and investments	\$ 147,875
State assistance receivable - subventions	339,918
Prepaid expenses	10,646
Capital assets, net of accumulated depreciation of \$1,456	<u>4,783</u>
Total assets	<u>503,222</u>
Deferred outflows of resources	<u>-</u>
Liabilities	
Accounts payable	<u>10,809</u>
Total liabilities	<u>10,809</u>
Deferred inflows of resources	<u>-</u>
Net position	
Net investment in capital assets	4,783
Unrestricted	<u>487,630</u>
Total net position	<u>\$ 492,413</u>

The accompanying notes are an integral part of this financial statement.

RECLAMATION DISTRICT NO. 773

Statement of Activities

For the year ended June 30, 2023

	<u>Expenses</u>	<u>Program revenues Operating grants and contributions</u>	<u>Net (expenses) revenues and changes in net position</u>
Governmental activities			
Operations	\$ 858,428	\$ 383,670	<u>\$ (474,758)</u>
Net program (expenses) revenues			<u>(474,758)</u>
General revenues			
Assessments			184,398
Interest			8,019
Miscellaneous			<u>231</u>
Total general revenues			<u>192,648</u>
Change in net position			(282,110)
Net position, beginning of year			<u>774,523</u>
Net position, end of year			<u><u>\$ 492,413</u></u>

The accompanying notes are an integral part of this financial statement.

RECLAMATION DISTRICT NO. 773

Balance Sheet - Governmental Funds

June 30, 2023

	<u>General fund</u>
Assets	
Cash and investments	\$ 147,875
Prepaid expenses	<u>10,646</u>
Total assets	<u><u>\$ 158,521</u></u>
Liabilities and Fund Balances	
Liabilities	
Accounts payable	<u>\$ 10,809</u>
Total liabilities	<u>10,809</u>
Fund balances	
Nonspendable:	
Prepaid expenses	10,646
Unassigned	<u>137,066</u>
Total fund balance	<u>147,712</u>
Total liabilities and fund balances	<u><u>\$ 158,521</u></u>

The accompanying notes are an integral part of this financial statement.

RECLAMATION DISTRICT NO. 773

**Reconciliation of the Governmental Funds
Balance Sheet to the Statement of Net Position**

June 30, 2023

Total fund balance - governmental funds **\$ 147,712**

Amounts reported for governmental activities in the statement of net position are different from those reported in the governmental funds because of the following:

State assistance receivable are not available to pay current period expenditures and, therefore, not reported in the governmental funds balance sheet. 339,918

Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the governmental funds balance sheet.

Capital assets	\$ 6,239	
Less accumulated depreciation	<u>(1,456)</u>	
	<u>\$ 4,783</u>	<u>4,783</u>

Net position of governmental activities **\$ 492,413**

The accompanying notes are an integral part of this financial statement.

RECLAMATION DISTRICT NO. 773

**Statement of Revenues, Expenditures and Changes
in Fund Balance - Governmental Funds**

For the year ended June 30, 2023

	<u>General Fund</u>
Revenues	
State assistance	\$ 248,364
Assessments	184,398
Interest	8,019
Miscellaneous	<u>231</u>
Total revenues	<u>441,012</u>
Expenditures	
Levee repairs and maintenance	640,629
Engineering	95,419
Emergency flood fight	52,747
Weed abatement	26,025
Legal and accounting	21,859
Insurance	11,108
Five-year plan	3,349
Dues and subscriptions	2,968
Miscellaneous	2,284
Rodent control	1,200
DWR Delta Grant	<u>216</u>
Total expenditures	<u>857,804</u>
Net change in fund balance	(416,792)
Fund balance, beginning of year	<u>564,504</u>
Fund balance, end of year	<u>\$ 147,712</u>

The accompanying notes are an integral part of this financial statement.

RECLAMATION DISTRICT NO. 773

**Reconciliation of the Statement of Revenues,
Expenditures and Changes in Fund Balance -
Governmental Funds to the Statement of Activities**

For the year ended June 30, 2023

Net change in fund balance - governmental funds **\$ (416,792)**

Amounts reported for governmental activities in the statement of activities are different because:

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds until such time as they are considered a current financial resource. 135,306

Depreciation expense related to capital assets is recognized in the statement of activities but is not reported in the funds. (624)

Change in net position of governmental activities **\$ (282,110)**

The accompanying notes are an integral part of this financial statement.

RECLAMATION DISTRICT NO. 773

Notes to Financial Statements

June 30, 2023

Note A - Summary of Significant Accounting Policies

This summary of significant accounting policies of Reclamation District No. 773 (the District) is presented to assist in understanding the District's financial statements.

Description of the reporting entity

The District was formed in 1906 and operates under Section 50000 et. seq. of Division 15 of the California State Water Code to provide for the construction and maintenance of levees and drainage facilities to protect the area within the District's boundaries. The District is comprised of multiple landowners and is governed by a three-member board of trustees, each elected by the landowners to a four-year term.

District management considered all potential component units for inclusion in the reporting entity by applying the criteria set forth in accounting principles generally accepted in the United States of America. The District concluded that there are no potential component units which should be included in the reporting entity.

Government-wide financial statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the activity of the primary government.

The statement of activities demonstrates the degree to which direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges paid by the recipients of goods or services offered by the programs and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other receipts not classified as program revenues are presented as general revenues.

Fund financial statements

The fund financial statements provide information about the District's funds. The District has one type of fund (governmental), which is comprised of one major fund as follows:

General fund (major fund) - This fund is established to account for resources devoted to financing the general services that the District performs. Assessments and other sources of revenue used to finance the fundamental operations of the District are included in this fund. This fund is charged with all costs of operating the District for which a separate fund has not been established.

(Continued)

RECLAMATION DISTRICT NO. 773

Notes to Financial Statements

June 30, 2023

Note A - Summary of Significant Accounting Policies (Continued)

Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period and apply to the current fiscal period. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on long-term debt, which are recognized as expenditures to the extent that they have matured.

Assessments and state assistance are considered to be susceptible to accrual and, therefore, have been recognized as revenues provided they were collected within 60 days of the end of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

Cash and investments

For the purpose of financial reporting "cash and investments" includes all demand and savings accounts and certificates of deposit or short-term investments with an original maturity of three months or less.

Budgetary accounting

The District does not adopt an appropriated budget and is not required to adopt such a budget by law. However, the District does adopt a non-appropriated budget annually, which is approved by the Board of Trustees.

Capital assets

All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. The District's policy is to capitalize all assets with costs exceeding certain minimum thresholds and with useful lives exceeding twelve months. The District has elected not to retroactively capitalize infrastructure capital assets acquired prior to July 1, 2003, as allowed by GASB Statement No. 34.

(Continued)

RECLAMATION DISTRICT NO. 773

Notes to Financial Statements

June 30, 2023

Note A - Summary of Significant Accounting Policies (Continued)

GASB Statement No. 34 requires that all capital assets with limited useful lives be depreciated over their estimated useful lives. Depreciation has been provided on capital assets and is charged as an expense against operations each year. The total amount of depreciation taken over the years is reported on the balance sheet as a reduction in the book value of capital assets.

Depreciation is provided using the straight-line method which means the cost of the asset is divided by its expected useful life in years and the result is charged to expense each year until the asset is fully depreciated. The District has assigned the useful lives listed below to capital assets.

Equipment

7-10 years

Major outlays for capital assets and improvements are capitalized as projects are constructed. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Net position

Equity in the financial statements is classified as net position and displayed in three components as follows:

- a. Net investment in capital assets - Consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of any borrowings that are attributable to the acquisition, construction or improvement of those assets.
- b. Restricted - Consists of restricted assets reduced by liabilities and deferred inflows of resources related to these assets.
- c. Unrestricted - Amounts not required to be reported in the other components of net position.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Fund balance

In the fund financial statements, fund balance for governmental funds is reported in classifications that comprise a hierarchy based primarily on the extent to which the District is bound to honor constraints on the specific purpose for which amounts in the funds can be spent. Fund balance is reported in five components: nonspendable, restricted, committed, assigned and unassigned.

Nonspendable - Amounts that cannot be spent because they are either not spendable in form or are legally or contractually required to be maintained intact.

(Continued)

RECLAMATION DISTRICT NO. 773

Notes to Financial Statements

June 30, 2023

Note A - Summary of Significant Accounting Policies (Continued)

Restricted - Amounts constrained regarding use from restrictions externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or by restrictions imposed by law through constitutional provisions or enabling legislation.

Committed - Amounts constrained regarding use for specific purposes pursuant to requirements imposed by formal action of the District's highest level of decision-making authority.

Assigned - Amounts constrained by the District's intent to be used for specific purposes, but are neither restricted nor committed. The authority for assigning fund balance is expressed by the Board of Trustees, District manager or their designee.

Unassigned - Amounts that have not been restricted, committed or assigned to specific purposes within the general fund. The general fund is the only fund that reports a positive unassigned fund balance amount. Other governmental funds besides the general fund can only report a negative unassigned fund balance amount.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources (committed, assigned and unassigned) as they are needed. When unrestricted resources (committed, assigned and unassigned) are available for use it is the District's policy to use committed resources first, then assigned, and then unassigned as they are needed.

Assessments

Assessments are levied at the discretion of the Board of Trustees. Assessments are based on the assessment valuation of land or acreage within the District.

Demand warrants

The District is authorized under the California State Water Code to issue demand warrants.

Fair value measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels based on the extent to which inputs used in measuring fair value are observable in the market.

(Continued)

RECLAMATION DISTRICT NO. 773

Notes to Financial Statements

June 30, 2023

Note A - Summary of Significant Accounting Policies (Continued)

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2 inputs are inputs other than quoted prices included within Level 1 - that are observable for an asset or liability, either directly or indirectly.

Level 3 inputs are unobservable inputs for an asset or liability.

If the fair value of an asset or liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

Estimates

The preparation of the basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

The state assistance receivable - subventions in the amount of \$339,918 as reported on the statement of net position as of June 30, 2023 represents management's estimates of reimbursable state assistance for subvention eligible expenses relative to the fiscal year ended June 30, 2023. Although considerable variability is inherent in these estimates, management believes that the accrual for state assistance receivable is adequate.

Note B - Cash and Investments

Cash and investments of the District as of June 30, 2023, consist of the following:

	<u>Carrying amount</u>	<u>Bank balance</u>	<u>Fair value</u>
Unrestricted			
<u>Deposits in commercial accounts</u>			
Public checking	\$ 1,238	\$ 1,238	\$ -
<u>Investment in external investment pool</u>			
San Joaquin County Treasurer	<u>146,637</u>	<u>-</u>	<u>146,637</u>
Total cash and investments	<u>\$ 147,875</u>	<u>\$ 1,238</u>	<u>\$ 146,637</u>

(Continued)

RECLAMATION DISTRICT NO. 773

Notes to Financial Statements

June 30, 2023

Note B - Cash and Investments (Continued)

Deposit and Investment Policy

California statutes authorize special districts to invest idle, surplus, or reserve funds in a variety of credit instruments as provided for in the California Government Code, Section 53600. As specified in Government Code 53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling or managing the District's funds, the primary objectives, in priority order, of the District's investment activities and of the District's investment policy shall be (1) safety, (2) liquidity, and (3) yield. It is the policy of the District to invest public funds in a manner to obtain the highest return obtainable with the maximum security while meeting the daily cash flow demands of the District as long as investments meet the criteria established by this policy for safety and liquidity and conform to all laws governing the investment of District funds.

The District is provided a broad spectrum of eligible investments under California Government Code Sections 53600-53609 (authorized investments), 53630-53686 (deposits and collateral), and 16429.1 (Local Agency Investment Fund). The District may choose to restrict its permitted investments to a smaller list of securities that more closely fits the District's cash flow needs and requirements for liquidity. The table below identifies the investment types that are authorized for the District by the California Government Code, Section 53600 (or District's investment policy, where more restrictive) that address interest rate risk, credit risk and concentration of credit risk.

<u>Authorized Investment Type</u>	<u>Maximum Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
U.S. Treasury Bills, Notes, and Bonds	5 years	None	None
U.S. Government Agency Obligations	5 years	None	None
Repurchase Agreements	1 year	None	None
State Registered Warrants, Notes or Bonds	5 years	None	None
Bankers Acceptances	180 days	40%	30%
Commercial Paper	270 days	30%	10%
Time Deposits	1 year	30%	None
Medium Term Corporate Notes	3 years	30%	None
Mutual Funds	N/A	20%	10%
Bank Deposits	N/A	10%	10%
Local Agency Investment Fund (LAIF)	N/A	None	None
Local Government Investment Pools	N/A	None	None
Capital Asset Management Program	N/A	10%	None

(Continued)

RECLAMATION DISTRICT NO. 773

Notes to Financial Statements

June 30, 2023

Note B - Cash and Investments (Continued)

The District complied with the provisions of California Government Code (or the District's investment policy, where more restrictive) pertaining to the types of investments held, institutions in which deposits were made and security requirements. The District will continue to monitor compliance with applicable statutes pertaining to public deposits and investments. The District does not maintain a formal investment policy.

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the District manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer-term investments and by timing cash flows from maturities so that a portion of the portfolio matures or comes close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

Information about the sensitivity of the fair values of the District's investments to market interest rate fluctuations is provided by the following table that shows the distribution of the District's investments by maturity:

		Remaining maturity (in months)					
<u>Investment type</u>	<u>Total</u>	12	13 - 24	25 - 36	37-48	49-60	More
		months	months	months	months	months	than 60
		<u>or less</u>	<u>months</u>	<u>months</u>	<u>months</u>	<u>months</u>	<u>months</u>
San Joaquin County							
Treasurer	\$ 147,875	\$ 147,875	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>\$ 147,875</u>	<u>\$ 147,875</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code or the District's investment policy, and the actual rating as of fiscal year end for each investment type.

(Continued)

RECLAMATION DISTRICT NO. 773

Notes to Financial Statements

June 30, 2023

Note B - Cash and Investments (Continued)

Investment Type	Amount	Minimum Legal Rating	Exempt From Disclosure	Rating as of Fiscal Year End			
				AAA	AA	A	Not Rated
San Joaquin County							
Treasurer	\$ 147,875	N/A	\$ -	\$ -	\$ -	\$ -	\$ 147,875
Total	\$ 147,875	N/A	\$ -	\$ -	\$ -	\$ -	\$ 147,875

Concentration of Credit Risk

The District had no investment policy limiting the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. The District's investments are concentrated in external investment pools which are not subject to investment limits.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposit or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g. broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits. The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the government unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure District deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

As of June 30, 2023, the District's bank balance was \$1,238 and \$1,238 of that amount was insured by the Federal Deposit Insurance Corporation and collateralized as required by state law.

(Continued)

RECLAMATION DISTRICT NO. 773

Notes to Financial Statements

June 30, 2023

Note B - Cash and Investments (Continued)

Investment in External Investment Pool

The District's investment in the San Joaquin County investment pool is managed by the San Joaquin County Treasurer and is stated at fair value or amortized cost, which approximates fair value. Cash held by the San Joaquin County Treasury is pooled with other County deposits for investment purposes by the County Treasurer in accordance with the investment policy of the County Treasurer (see County Treasurer's investment policy at <http://www.sjgov.org/treasurer/>). The Pool has established a treasury oversight committee to monitor and review the management of public funds maintained by the Pool. Participants' equity in the investment pool is determined by the dollar amount of the participant deposits, adjusted for withdrawals and distributed investment income. Investment income is prorated to individual funds based on their average daily cash balances. In accordance with applicable State laws, the San Joaquin County Treasurer may invest in derivative securities. However, at June 30, 2023, the San Joaquin County Treasurer's pooled investment fund contained no derivatives or other investments with similar risk profiles.

Fair Value Hierarchy

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure fair value of the assets. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

The District's investment in the County of San Joaquin Treasury Pool is classified as Level 2 and its value is based on the fair value factor provided by the Treasurer of the County of San Joaquin, which is calculated as the fair value divided by the amortized cost of the investment pool.

Note C - Capital Assets

Capital asset activity for the year ended June 30, 2023 is as follows:

	Balance July 1, 2022	Additions	Disposals	Balance June 30, 2023
Depreciable capital assets				
Equipment	\$ 6,239	\$ -	\$ -	\$ 6,239
Total depreciable capital assets	6,239	-	-	6,239
Less accumulated depreciation	(832)	(624)	-	(1,456)
Total depreciable capital assets, net	5,407	(624)	-	4,783
Total capital assets, net	\$ 5,407	\$ (624)	\$ -	\$ 4,783

RECLAMATION DISTRICT NO. 773

Notes to Financial Statements

June 30, 2023

Note D - State Assistance

The District is participating in the California Delta Levee Maintenance Subventions Program. This program provides funding on a cost share basis to local levee maintaining agencies for rehabilitation and maintenance of levees in the Delta. In addition, the District entered into a project funding agreement with the State of California Department of Water Resources for preparation of the five-year plan for the District.

Note E - Joint Venture (Joint Powers Agreement)

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; risk of loss to employees; and natural disasters. In order to insure for risks of loss, the District participates in a joint venture under a joint powers agreement with the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (JPRIMA). The relationship between the District and the JPRIMA is such that the JPRIMA is not a component unit of the District for financial reporting purposes. The JPRIMA arranges for and provides property, liability, crime, public officials and management liability, auto, and excess liability coverage for its member districts. Each member district pays a premium commensurate with the level of coverage requested and shares surpluses and deficits proportionate to their participation in the JPRIMA. The District's share of surpluses and deficits cannot be determined, although District management does not expect such amounts, if any, to be material in relation to the financial statements. As of June 30, 2023, the District's insurance coverage includes general liability insurance with liability limits of \$1,000,000 per occurrence and \$10,000,000 in the aggregate. The District also has an excess liability policy with additional liability limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

Note F - Governing Board

As of June 30, 2023, the three members of the District's Board of Trustees were as follows:

<u>Trustee</u>	<u>Term expires</u>
Mark Bacchetti, President	December 2027
Ryan Bacchetti	December 2027
Joseph Enos	December 2027

REQUIRED SUPPLEMENTAL INFORMATION

Working Draft

RECLAMATION DISTRICT NO. 773

**Statement of Revenues, Expenditures, and Changes in
Fund Balance - Budget and Actual -
Governmental Funds**

Year ended June 30, 2023

	<u>General fund</u>		
	Budgeted amounts <u>original/final</u>	Actual amounts	Variance with final budget positive/ (negative)
Revenues			
State assistance - subventions	\$ 265,000	\$ 248,364	\$ (16,636)
Assessments	235,793	184,398	(51,395)
Interest	2,000	8,019	6,019
Miscellaneous	<u>-</u>	<u>231</u>	<u>231</u>
Total revenues	<u>502,793</u>	<u>441,012</u>	<u>(61,781)</u>
Expenditures			
Levee repairs and maintenance	115,000	640,629	(525,629)
Engineering	25,000	95,419	(70,419)
Emergency flood fight	-	52,747	(52,747)
Weed abatement	45,000	26,025	18,975
Legal and accounting	27,000	21,859	5,141
Insurance	15,000	11,108	3,892
Five-year plan	-	3,349	(3,349)
Dues and subscriptions	4,000	2,968	1,032
Miscellaneous	300	2,284	(1,984)
Rodent control	30,000	1,200	28,800
DWR Delta Grant	<u>-</u>	<u>216</u>	<u>(216)</u>
Total expenditures	<u>261,300</u>	<u>857,804</u>	<u>(596,504)</u>
Net change in fund balance	241,493	(416,792)	(658,285)
Fund balance, beginning of year	<u>564,504</u>	<u>564,504</u>	<u>-</u>
Fund balance, end of year	<u>\$ 805,997</u>	<u>\$ 147,712</u>	<u>\$ (658,285)</u>

The accompanying notes are an integral part of this financial statement.

RECLAMATION DISTRICT NO. 773

Notes to Required Supplemental Information

June 30, 2023

The District prepares a budget annually which is approved by the Board of Trustees setting forth the contemplated fiscal requirements. The District's budget is maintained on the modified accrual basis of accounting. The results of operations are presented in the budget to actual schedule in accordance with the budgetary basis.

Reported budget amounts reflect the annual budget as originally adopted and the final adopted amounts. There were no amendments to the budget during the year ended June 30, 2023. The budget amounts are based on estimates of the District's expenditures and the proposed means of financing them. Actual expenditures for certain line items may vary significantly from the budget due to timing of such expenditures.

**RECLAMATION DISTRICT NO. 773
POST OFFICE BOX 20
STOCKTON, CALIFORNIA 95201**

June 30, 2024

Croce, Sanguinetti, & Vander Veen, Inc.
3520 Brookside Road, Suite 141
Stockton, California 95219

This representation letter is provided in connection with your audit of the financial statements of **Reclamation District No. 773** (the District), which comprise the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information as of June 30, 2023, and the respective changes in financial position for the year then ended, and the disclosures (collectively, the “financial statements”), for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of June 30, 2024, the following representations made to you during your audit.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated July 19, 2023, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for the preparation of the supplementary information in accordance with the applicable criteria.
2. The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
5. Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
6. Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
7. Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements.
8. We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements, and we have not consulted a lawyer concerning litigation, claims, or assessments.
9. Guarantees, whether written or oral, under which the District is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

10. We have provided you with:
 - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records (including information obtained from outside of the general and subsidiary ledgers), documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the District from whom you determined it necessary to obtain audit evidence.
 - d. Minutes of the meetings of the Board of Trustees or summaries of actions of recent meetings for which minutes have not yet been prepared.
11. All material transactions have been recorded in the accounting records and are reflected in the financial statements.
12. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.

13. We have no knowledge of any fraud or suspected fraud that affects the District and involves:
 - a. Management,
 - b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the financial statements.
14. We have no knowledge of any allegations of fraud or suspected fraud affecting the District's financial statements communicated by employees, former employees, regulators, or others.
15. We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or waste or abuse, whose effects should be considered when preparing financial statements.
16. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
17. We have disclosed to you the names of the District's related parties and all the related party relationships and transactions, including any side agreements.

Government - Specific

18. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
19. We have identified to you any previous audits, attestation engagements, and other studies related to the objectives of the audit and whether related recommendations have been implemented.
20. We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under audit.
21. The District has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance or net position.
22. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
23. We have identified and disclosed to you all instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we believe have a material effect on the financial statements.

24. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
25. As part of your audit, you assisted with preparation of the financial statements and disclosures. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and disclosures.
26. The District has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
27. The District has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
28. The financial statements include all component units, appropriately present majority equity interests in legally separate organizations and joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
29. The financial statements properly classify all funds and activities in accordance with GASB Statement No. 34, as amended and GASB Statement No. 84.
30. All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
31. Components of net position (net investment in capital assets, restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
32. Provisions for uncollectible receivables have been properly identified and recorded.
33. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
34. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
35. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

36. Special and extraordinary items are appropriately classified and reported, if applicable.
37. Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
38. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated and amortized.
39. We have appropriately disclosed the District's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
40. We are following GASB Statement No. 54, paragraph 18, to determine the fund balance classifications for financial reporting purposes.
41. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of RSI.
42. The District has recorded estimates of state assistance receivable - subventions in the amount of \$339,918 as reported on the statement of net position as of June 30, 2023. Management believes that the estimates are adequate.
43. In regards to preparing the standard, adjusting, or correcting journal entries, assisting in preparing the financial statements and the preparation of the Special Districts Financial Transactions Report and Local Government Compensation Report, by you, we have -
 - a. Assumed all management responsibilities.
 - b. Designated an individual (within senior management), with suitable skill, knowledge, or experience to oversee the services.
 - c. Evaluated the adequacy and results of the services performed.
 - d. Accepted responsibility for the result of the services.

Signed  _____

Title District Secretary



January 28, 2025

Board of Trustees
Reclamation District No. 773
Post Office Box 20
Stockton, California 95201

We are pleased to confirm our acceptance and understanding of the services we are to provide for **Reclamation District No. 773** for the year ended June 30, 2024.

You have requested that we prepare the Special Districts Financial Transactions Report of **Reclamation District No. 773** for the year ended June 30, 2024.

Our Responsibilities

The objective of our engagement is to prepare the Special Districts Financial Transactions Report in accordance with the requirements of the Controller of the State of California, which differ from accounting principles generally accepted in the United States of America. We will conduct our engagement in accordance with Statement on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the Special Districts Financial Transactions Report.

Our engagement cannot be relied upon to identify or disclose any misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Special Districts Financial Transactions Report in accordance with the requirements of the Controller of the State of California. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your Special Districts Financial Transactions Report in accordance with SSARS:

- a. The prevention and detection of fraud.
- b. To ensure that the entity complies with the laws and regulations applicable to its activities.

- c. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare the Special Districts Financial Transactions Report.
- d. To provide us with:
 - i. Documentation, and other related information that is relevant to the preparation and presentation of the Special Districts Financial Transactions Report,
 - ii. Additional information that may be requested for the purpose of the preparation of the Special Districts Financial Transactions Report; and
 - iii. Unrestricted access to persons within **Reclamation District No. 773** of whom we determine necessary to communicate.

As part of our engagement, we will issue a disclaimer that will state that the Special Districts Financial Transactions Report was not subjected to an audit, review, or compilation engagement by us and, accordingly, we do not express an opinion, conclusion, nor provide any assurance on them.

Other Relevant Information

Pauline Sanguinetti is responsible for supervising the engagement.

We expect our fees for the services set forth in this letter for the fiscal year ended June 30, 2024 not to exceed \$600. Our invoices for the services outlined in this letter are payable on presentation. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

It is our policy to keep records related to this engagement for seven years. However, Croce, Sanguinetti, & Vander Veen, Inc. does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by government or regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Croce, Sanguinetti, & Vander Veen, Inc. shall be free to destroy our records related to this engagement.

Should any litigation or adverse action (such as audits by outside organizations and/or threatened litigation, etc.) by third parties arise against **Reclamation District No. 773** or its officers subsequent to this engagement, which results in the subpoena of documents from Croce, Sanguinetti, & Vander Veen, Inc. and/or requires additional assistance from us to provide information, depositions, or testimony, **Reclamation District No. 773** hereby agrees to compensate Croce, Sanguinetti, & Vander Veen, Inc. (at our standard hourly rates then in effect) for additional time charges and other costs (copies, travel, etc.) and to indemnify us for any attorney's fees to represent Croce, Sanguinetti, & Vander Veen, Inc.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association or other organization under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to be of service to **Reclamation District No. 773** 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 where indicated and return it to us. A copy of this engagement letter is enclosed for your files.

Very truly yours,

Croce, Sanguinetti, & Vander Veen, Inc.

CROCE, SANGUINETTI, & VANDER VEEN, INC.
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of **Reclamation District No. 773**.

SIGN HERE

Trustee signature:  _____

Title: _____

Date: _____

ITEM 7

**RECLAMATION DISTRICT NO. 773
FABIAN TRACT
BOARD OF TRUSTEES MEETING
TUESDAY, FEBRUARY 4, 2025
9:00 AM
ENGINEER'S REPORT**

I. DELTA LEVEE SUBVENTIONS PROGRAM

- A. Review Levee Maintenance Project for Fiscal Year 2024/25 awarded to Dino & Son Excavating.

EXHIBIT A: Bid Summary and Award Recommendation

EXHIBIT B: Levee Maintenance Plans for FY 2024/25

- B. Review California Department of Fish & Wildlife Streambed Alteration Agreement: EPIMS_SJN_44771-R3 Fabian Bell Canal and Old River.
Expiration Date 12/31/2028

EXHIBIT C: DF&W Streambed Alteration Agreement.

EXHIBIT A

BID SUMMARY - Itemized

Owner: Reclamation District No. 773
Fabian Tract

Job Name: Fabian Tract Levee Maintenance Project
Levee Station 0+00 to 975+25

Job No.: 2089-0400

Bid Opening Date: 12/12/2024
Time: 3:00 p.m.

Engineer's Estimate: \$160,000

Item	Description	Quantity/ Unit	No. 1 Dino & Son Ditching Service Stockton, CA	No. 2 Robert Burns Construction Stockton, CA	No. 3 AM Stephens Construction Lodi, CA
			Unit Price Total	Unit Price Total	Unit Price Total
1.	Mobilization	1 Job	\$5,000.00 \$5,000.00	\$6,447.40 \$6,447.40	\$3,818.80 \$3,818.80
2.	Supplemental Aggregate Base	1,580 Tons	\$47.00 \$74,260.00	\$37.81 \$59,739.80	\$44.64 \$70,531.20
3.	Vegetation Management - Selective Tree & Shrub Removal & Trimming	1 Job	\$50,000.00 \$50,000.00	\$83,270.90 \$83,270.90	\$85,077.00 \$85,077.00
4.	Miscellaneous Grading	1 Job	\$14,000.00 \$14,000.00	\$6,900.63 \$6,900.63	\$5,536.00 \$5,536.00
TOTALS			\$143,260.00	\$156,358.73	\$164,963.00



Stephen K. Sinnock, P.E.
Christopher H. Neudeck, P.E.
Neal T. Colwell, P.E.
Barry O'Regan, P.E.

2089-0400
24-01

December 13, 2024

Mr. Mark Bacchetti, President
Reclamation District No. 773
P.O. Box 20
Stockton, CA 95201-3020

Re: RD 404 Levee Maintenance Project – FY 2024/2025 – Award Recommendation

Dear Mr. Bacchetti,

On December 12, 2024, three bids were received at the office of the Kjeldsen Sinnock & Neudeck, 711 North Pershing Avenue, Stockton, for the RD773 Fabian Tract Levee Maintenance Project – FY 2024/2025. Three bids were received and opened with the following results:


<u>Bidder</u>	<u>Bid Total</u>
Dino & Son Ditching Service Inc.	\$ 143,260.00
Robert Burns Construction, Inc.	\$ 156,358.73
A.M. Stephens Construction Co., Inc.	\$ 164,963.00
Engineer's Estimate	\$ 160,000.00

I have reviewed the Bid Form and additional documentation submitted by the low bidder, Dino & Son Ditching Service Inc., and have found all documents to have been completed in accordance with the contract documents.

Based upon my review of the bid documents, it is my recommendation that Reclamation District 773 award the contract for the Project to Dino & Son Ditching Service Inc. of Stockton, California in the amount of \$143,260.00.

Please call me if you have any questions regarding the above.

Sincerely,
KJELDSSEN, SINNOCK & NEUDECK, INC.


Joseph Prescott, P.E.

w/enclosures

Bid Summary
Dino & Son Ditching Service Inc. Bid Package
Project Plans
Contract 0773-12-13-24-01

BID SUMMARY - Itemized

Owner: Reclamation District No. 773
Fabian Tract

Job Name: Fabian Tract Levee Maintenance Project
Levee Station 0+00 to 975+25

Job No.: 2089-0400

Bid Opening Date: 12/12/2024
Time: 3:00 p.m.

Engineer's Estimate: \$160,000

Item	Description	Quantity/ Unit	No. 1 Dino & Son Ditching Service Stockton, CA			No. 2 Robert Burns Construction Stockton, CA			No. 3 AM Stephens Construction Lodi, CA		
			Unit Price Total			Unit Price Total			Unit Price Total		
1.	Mobilization	1 Job	\$5,000.00			\$6,447.40			\$3,818.80		
2.	Supplemental Aggregate Base	1,580 Tons	\$5,000.00			\$6,447.40			\$3,818.80		
3.	Vegetation Management - Selective Tree & Shrub Removal & Trimming	1 Job	\$47.00			\$37.81			\$44.64		
4.	Miscellaneous Grading	1 Job	\$74,260.00			\$59,739.80			\$70,531.20		
			\$50,000.00			\$83,270.90			\$85,077.00		
			\$50,000.00			\$83,270.90			\$85,077.00		
			\$14,000.00			\$6,900.63			\$5,536.00		
			\$14,000.00			\$6,900.63			\$5,536.00		
TOTALS			\$143,260.00			\$156,358.73			\$164,963.00		

SECTION 00 41 00**BID FORM****PROJECT NAME:**

Reclamation District No. 773
 Levee Maintenance Project - FY 2024/2025
 At Various Locations Between
 Station 0+00 to Station 975+25

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Reclamation District No. 773
 Fabian Tract

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with District in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of District.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

- | | |
|-----------------------|-------------------------|
| 1. Addendum No. _____ | Bidder's Initials _____ |
| 2. Addendum No. _____ | Bidder's Initials _____ |
| 3. Addendum No. _____ | Bidder's Initials _____ |
| 4. Addendum No. _____ | Bidder's Initials _____ |
| 5. Addendum No. _____ | Bidder's Initials _____ |

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all:

1. reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings; and
2. reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by District and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder, and any Subcontractors listed on the Bid Form or that otherwise engage in the performance of work under this Contract, are registered with the Department of Industrial Relations pursuant to State of California Labor Code §1725.5.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of District, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive District of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of District, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

- A. For all Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

1. Schedule 1:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	Mobilization	1 Job	Lump Sum	\$ <u>5,000.00</u>
2.	Supplemental Aggregate Base	1580 TON	\$ <u>47.60</u>	\$ <u>74,260.00</u>
3.	Vegetation Management - Selective Tree & Shrub Removal & Trimming	1 Job	Lump Sum	\$ <u>50,000.00</u>
4.	Miscellaneous Grading	1 Job	Lump Sum	\$ <u>14,000.00</u>
Subtotal:				\$ <u>143,260.00</u>

TOTAL BASE BID PRICE: \$ 143,260.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of working days indicated in Section 5200 - Agreement Form.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security.
- B. The following supplement(s) to the Bid Form are considered an integral part of the Bid Form. Bidder has acknowledged each supplement with Bidder's name and initials at the bottom of each supplement.
1. Section 00 4336 - Proposed Subcontractors Form
 2. Section 00 4337 - Public Contract Code Section 10162 Questionnaire Form
 3. Section 00 4340 - Noncollusion Declaration Form

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

Bidder Name: Dino and Son Ditching Service Inc.Signature: Teofilo C Macias JrPrint Name: Teofilo C Macias Jr.Title: Vice PresidentDate: 12-12-2024

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

California Contractor's DIR Registration Number:

1000058967

California Contractor's License Number and Expiration Date:

70057503-31-2026

Address for giving notices (postal and e-mail):

5250 Clement Ave #122Stockton CA 95207dinoandsonditching@yahoo.com

Telephone Number:

(209)471-6070**COPYRIGHT NOTICE**

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END OF SECTION

**SECTION 00 43 36
PROPOSED SUBCONTRACTORS FORM**

PROJECT NAME:

Reclamation District No. 773
Levee Maintenance Project - FY 2024/2025
At Various Locations Between
Station 0+00 to Station 975+25

ARTICLE 1 - LIST OF PROPOSED SUBCONTRACTORS:

1.01 Listed hereinafter is the name and place of business of each Subcontractor who will be employed, and the portion and amount of Work that each will perform if the contract is awarded to the undersigned. Bidder acknowledges that under the State of California Public Contract Code §4100 et seq. (specifically §4104), he or she must clearly set forth:

A. *"The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to §1725.5 of the Labor Code of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the Prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Prime Contractor's total Bid or ten thousand dollars (\$10,000), whichever is greater."*

B. *"The portion of the Work that will be done by each Subcontractor under this act. The Prime Contractor shall list only one Subcontractor for each portion as is defined by the Prime Contractor in his or her Bid."*

1.02 Furthermore, Bidder acknowledges that any violations of this chapter of the Public Contract Code shall subject him or her to the penalties set forth in §4110 and §4111.

<u>Subcontractor Name / Portion of Work</u>	<u>Place of Business</u>	<u>DIR Number / License Number / Amount of Work</u>
_____	_____	_____
_____	_____	_____
		\$ _____
_____	_____	_____
_____	_____	_____
		\$ _____

<u>Subcontractor Name / Portion of Work</u>	<u>Place of Business</u>	<u>DIR Number / License Number / Amount of Work</u>
		\$
		\$
		\$
		\$
		\$
		\$

Bidder Name: Pino and Son Ditching Service Inc.

Bidder Initials: Tem H

END OF SECTION

SECTION 00 43 37
PUBLIC CONTRACT CODE §10162 QUESTIONNAIRE FORM

PROJECT NAME:

Reclamation District No. 773
Levee Maintenance Project - FY 2024/2025
At Various Locations Between
Station 0+00 to Station 975+25

ARTICLE 1 - PUBLIC CONTRACT CODE §10162 QUESTIONNAIRE:

- 1.01 Has the Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

YES: _____ NO: X

If the answer is "Yes", explain the circumstances below in the following space:

Bidder Name: Dino and Son Ditching Service Inc.

Bidder Initials Jim R

END OF SECTION

SECTION 00 43 40
NONCOLLUSION DECLARATION FORM

PROJECT NAME:

Reclamation District No. 773
 Levee Maintenance Project - FY 2024/2025
 At Various Locations Between
 Station 0+00 to Station 975+25

ARTICLE 1 - NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

1.01 The undersigned declares:

- A. I am the Vice President of Dino and Son Ditching Service Inc. the party making the foregoing bid.
- B. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.
- C. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.
- D. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12-12, 2024, at the City of Stockton, State of California.

Signature:



Print Name:

Teofilo C. Macias Jr.

Bidder Name:

Dino and Son Ditching Service Inc.

Bidder Initials:

TCM

END OF SECTION

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Dino and Son Ditching Service, Inc.
5250 Claremont Ave #122
Stockton, CA 95207

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

OWNER:

(Name, legal status and address)

Reclamation District No. 773
C/O Kjeldsen, Sinnock & Neudeck, Inc.
711 N. Pershing Ave.
Stockton, CA 95203

BOND AMOUNT: Ten Percent of the Total Amount Bid (10% of the Total Amount Bid)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Fabian - Levee Maintenance Project - FY 2024/2025

Project Number, if any: 2089-0400

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

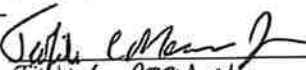
Signed and sealed this 6th day of December, 2024

Dino and Son Ditching Service, Inc.

(Principal)

(Seal)

(Witness)



(Title) Vice President

Old Republic Surety Company

(Surety)

(Seal)

(Witness)


(Title) Elizabeth Collodi, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

ACKNOWLEDGMENT

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

State of California

County of Butte

On December 6, 2024 before me, Deanna Quintero, Notary Public
(insert name and title of the officer)

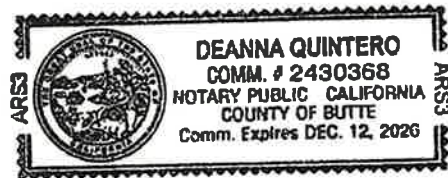
personally appeared Elizabeth Collodi
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Renee Ramsey, Elizabeth Colodi, John Weber, Jessica Monlux, John Hopkins, Sara Walliser, Breanna Boatright, Deanna Quintero, Bill Rapp, Tony Clark, Matthew Foster, Jason March, Samantha Watkins, Paula Senna, Pam Sey, Jennifer Lakmann, Mindy Whitehouse, Phil Watkins, Brad Espinosa, Kathleen Le, Sharon Smith, Cassandra Medina, Steven Williams of Chico, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5th day of April, 2024

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5th day of April, 2024, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31 2100



Signed and sealed at the City of Brookfield, WI this 6th day of December, 2024

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

InterWest Insurance Services

EXHIBIT B

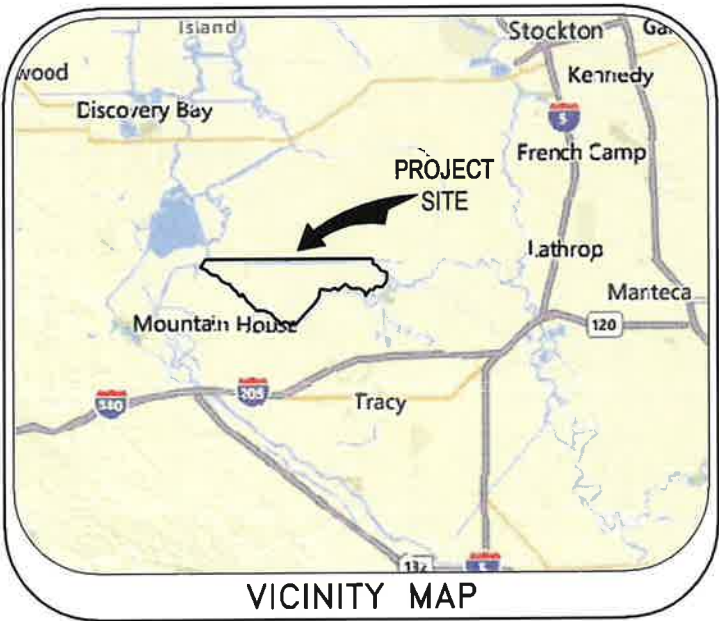
RECLAMATION DISTRICT NO. 773

FABIAN TRACT

SAN JOAQUIN COUNTY, CALIFORNIA

LEVEE MAINTENANCE PROJECT - FY 2024/2025

AT VARIOUS LOCATIONS
FROM STATION 0+00 TO STATION 975+25



VICINITY MAP


DWG NO.	SHEET NO.	DESCRIPTION
G-001	1	TITLE SHEET
G-002	2	NOTES
C-101	3	BASE MAP
C-201 - C-205	4 - 8	PLAN VIEW
C-501	9	DETAIL
C-601 - C-602	10 - 11	WORK SITE SCHEDULE AND PHOTOS

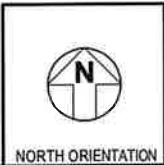
SHEET INDEX



PROJECT SITE MAP

FILE SPEC: F:\2089_Fabian_Tract\0400_Annual_Maintenance_Bid_Plans\25_FY_2024-2025\08_Civil\400_Plans\020_CAD_Sheets\G-001.dwg
PLOT DATE: Dec 04, 2024 - 10:58am


 Know what's below. Call before you dig.	SUBMITTAL	
	%	Date



NO.	DESCRIPTION	DATE	APPR.

DESIGN BY	NGC
DRAWN BY	NGC
CHECK BY	JDP
HORIZONTAL DATUM	CCS83, ZONE 3
VERTICAL DATUM	NAVD88

DRAWING SCALE	N.T.S.
ORIGINAL DRAWING SCALE	0 1/2" 1"



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West Sacramento, CA 95691
916-403-5900

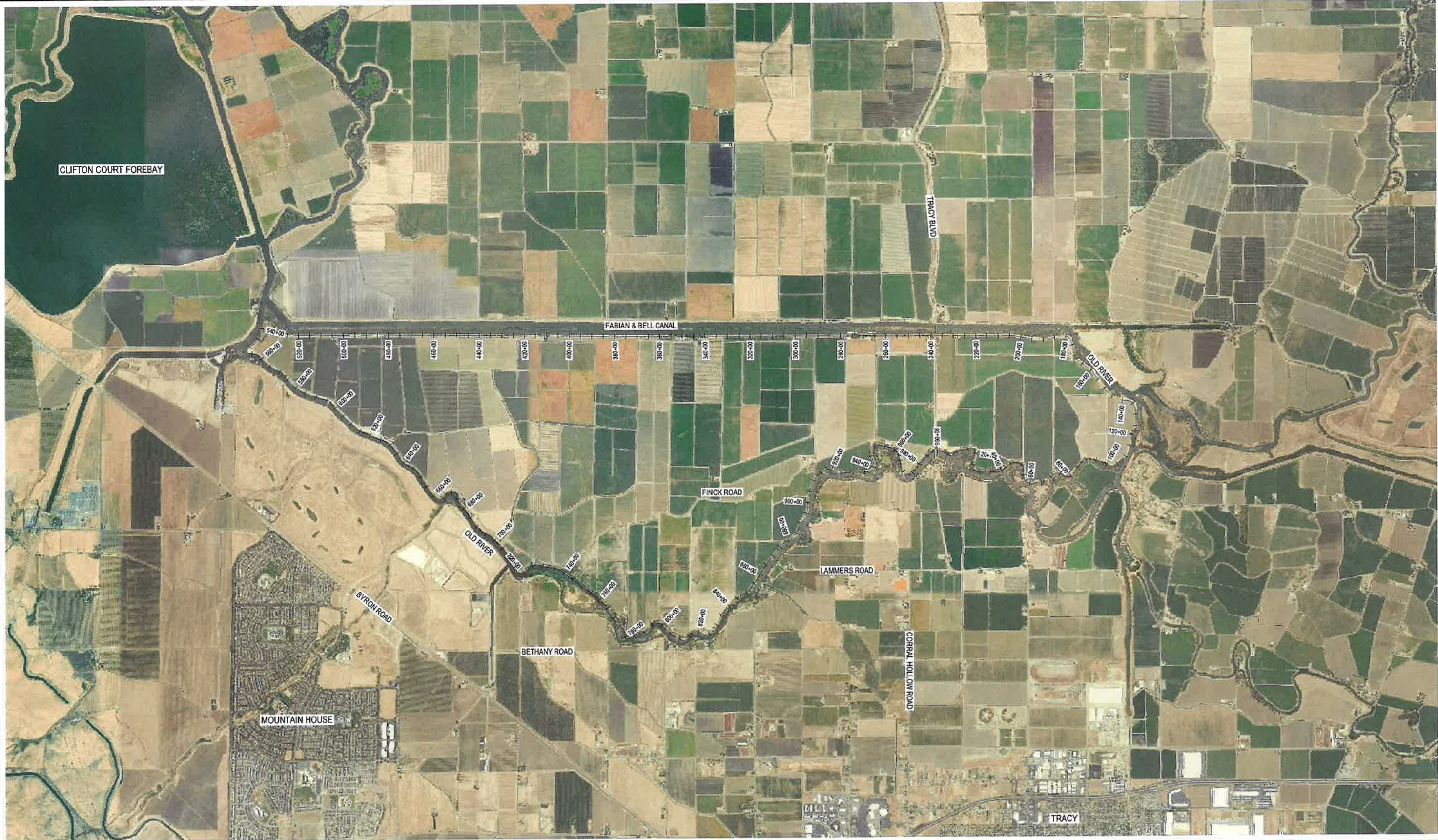
RECLAMATION DISTRICT NO. 773
LEVEE MAINTENANCE PROJECT - FY 2024/2025
SAN JOAQUIN COUNTY, CA


TITLE SHEET

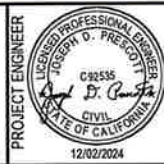
DATE
DECEMBER 2024

SHEET IDENTIFICATION
G-001
SHEET 1 OF 11
KSN PROJECT FILE NO.
2089-0400

FILE: SPEC: P:\2089_Fabian_Tract\0400_Annual_Maintenance_Bid_Proj\25_FY_2024-2025\08_Civil\400_Plans\020_CAD_Sheets\C-101.dwg
PLOT DATE: Dec 04, 2024 - 10:58am




 Know what's below. Call before you dig.	SUBMITTAL	
	%	Date



NO.	DESCRIPTION	DATE	APPR.

DESIGN BY	NGC
DRAWN BY	NGC
CHECK BY	JDP
HORIZONTAL DATUM	CCS83, ZONE 3
VERTICAL DATUM	NAVD88

DRAWING SCALE	1" = 2000'
ORIGINAL DRAWING SCALE	0 1/2" 1"



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RECLAMATION DISTRICT NO. 773
LEVEE MAINTENANCE PROJECT - FY 2024/2025
SAN JOAQUIN COUNTY, CA

BASE MAP

DATE	DECEMBER 2024
SHEET IDENTIFICATION	C-101
SHEET 3 OF 11	
KSN PROJECT FILE NO.	2089-0400

FILE SPEC: E:\2089_Fabian_Tract\0400_Annual_Maintenance_Bid_Projects\25_FY_2024-2025\08_Civil\400_Plans\020_CAD\Sheets\C-201.dwg
PLOT DATE: Dec 04, 2024 10:55am



LEGEND		
COLOR	WORK DESCRIPTION	DETAIL
	SELECTIVE TREE & SHRUB REMOVAL & TRIMMING	1 C-501
	MISCELLANEOUS GRADING	2 C-501

NOTES:

1. WORK SITE LIMITS SHOWN ON THIS SHEET AND ON SHEET C-501 ARE APPROXIMATE AND SHALL BE FIELD VERIFIED.

Know what's below.
Call before you dig.

SUBMITTAL	
%	Date



NO.	DESCRIPTION	DATE	APPR.

DESIGN BY	NGC
DRAWN BY	NGC
CHECK BY	JDP
HORIZONTAL DATUM	CCS83, ZONE 3
VERTICAL DATUM	NAVD88

DRAWING SCALE
1" = 500'
ORIGINAL DRAWING SCALE
0 1/2" 1"

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RECLAMATION DISTRICT NO. 773
LEVEE MAINTENANCE PROJECT - FY 2024/2025
SAN JOAQUIN COUNTY, CA

PLAN VIEW
STA 0+00 TO STA 260+00

DATE
DECEMBER 2024

SHEET IDENTIFICATION
C-201

SHEET 4 OF 11
KSN PROJECT FILE NO.
2089-0400

FILE SPEC: P:\2089_Fabian_Tract\0400_Annual_Maintenance_Bid_Projects\25_FY_2024-2025\08_Civil\400_Plans\020_CAD_Sheets\C-201.dwg
PLOT DATE: Dec 04, 2024 - 10:58am



LEGEND		
COLOR	WORK DESCRIPTION	DETAIL
	SELECTIVE TREE & SHRUB REMOVAL & TRIMMING	1 C-501
	MISCELLANEOUS GRADING	2 C-501

NOTES:

1. WORK SITE LIMITS SHOWN ON THIS SHEET AND ON SHEET C-601 ARE APPROXIMATE AND SHALL BE FIELD VERIFIED.

	SUBMITTAL				NO.	DESCRIPTION	DATE	APPR.	DESIGN BY	NGC	DRAWING SCALE	1" = 500'
	%	Date							DRAWN BY	NGC		
									VERTICAL DATUM	NAVD88		
												711 N. Pershing Avenue Stockton, CA 95203 209-946-0268
									CIVIL ENGINEERS & LAND SURVEYORS			1550 Harbor Blvd., Suite 212 West Sacramento, CA 95691 916-403-5900
									RECLAMATION DISTRICT NO. 773 LEVEE MAINTENANCE PROJECT - FY 2024/2025 SAN JOAQUIN COUNTY, CA			DATE DECEMBER 2024
									PLAN VIEW STA 260+00 TO STA 400+00			SHEET IDENTIFICATION C-202 SHEET 5 OF 11 KSN PROJECT FILE NO. 2089-0400

FILE SPEC: P:\2089_Fabian_Trac\0400_Annual_Maintenance_Bid_Projects\25_FY_2024-2025\08_Civil\400_Plans\020_CAD_Sheets\C-201.dwg
PLOT DATE: Dec 04, 2024 10:58am



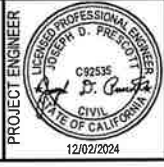
LEGEND		
COLOR	WORK DESCRIPTION	DETAIL
	SELECTIVE TREE & SHRUB REMOVAL & TRIMMING	1 C-501
	MISCELLANEOUS GRADING	2 C-501

NOTES:

1. WORK SITE LIMITS SHOWN ON THIS SHEET AND ON SHEET C-601 ARE APPROXIMATE AND SHALL BE FIELD VERIFIED.

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Call before you dig.

SUBMITTAL	
%	Date



NO.	DESCRIPTION	DATE	APPR.

DESIGN BY	NGC
DRAWN BY	NGC
CHECK BY	JDP
HORIZONTAL DATUM	CCS83, ZONE 3
VERTICAL DATUM	NAVD88

DRAWING SCALE
1" = 500'
ORIGINAL DRAWING SCALE
0 1/2" 1"

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RECLAMATION DISTRICT NO. 773
LEVEE MAINTENANCE PROJECT - FY 2024/2025
SAN JOAQUIN COUNTY, CA

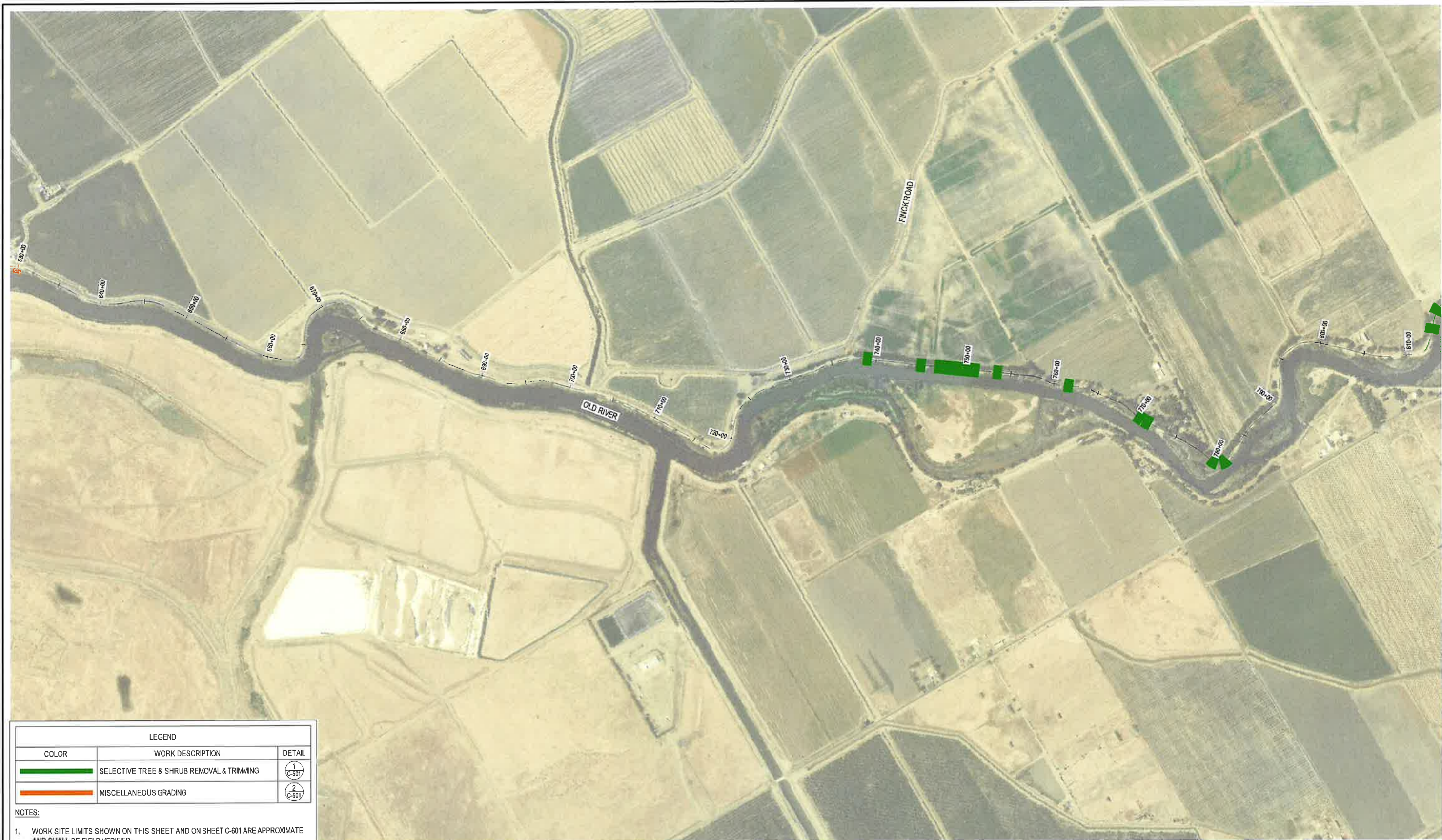
PLAN VIEW
STA 400+00 TO STA 640+00

DATE
DECEMBER 2024

SHEET IDENTIFICATION
C-203

SHEET 6 OF 11
KSN PROJECT FILE NO.
2089-0400

FILE SPEC: P:\2089_Feb19_Trac\0400_Annual_Maintenance_Bid_Projects\25_FY_2024-2025\08_Civil\400_Plans\020_CAD_Sheets\C-201.dwg
PLOT DATE: Dec 04, 2024 10:58am



LEGEND		
COLOR	WORK DESCRIPTION	DETAIL
	SELECTIVE TREE & SHRUB REMOVAL & TRIMMING	1 C-501
	MISCELLANEOUS GRADING	2 C-501

NOTES:

1. WORK SITE LIMITS SHOWN ON THIS SHEET AND ON SHEET C-601 ARE APPROXIMATE AND SHALL BE FIELD VERIFIED.

Know what's below.
Call before you dig.

SUBMITTAL	
%	Date



NO.	DESCRIPTION	DATE	APPR.

DESIGN BY	NGC
DRAWN BY	NGC
CHECK BY	JDP
HORIZONTAL DATUM	CCS83, ZONE 3
VERTICAL DATUM	NAVD88

DRAWING SCALE

1" = 50'

ORIGINAL DRAWING SCALE

0 1/2" 1"

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RECLAMATION DISTRICT NO. 773
LEVEE MAINTENANCE PROJECT - FY 2024/2025
SAN JOAQUIN COUNTY, CA

PLAN VIEW
STA 640+00 TO STA 800+00

DATE
DECEMBER 2024

SHEET IDENTIFICATION
C-204

SHEET 7 OF 11
KSN PROJECT FILE NO.
2089-0400

FILE SPEC: P:\2089_Fabian_Tract\0400_Annual_Maintenance_Bid_Projects\25_FY_2024-2025\08_Civil\400_Plans\020_CAD_Sheets\C-201.dwg
PLOT DATE: Dec 04, 2024 - 10:58am



LEGEND

COLOR	WORK DESCRIPTION	DETAIL
	SELECTIVE TREE & SHRUB REMOVAL & TRIMMING	1 C-501
	MISCELLANEOUS GRADING	2 C-501

NOTES:

1. WORK SITE LIMITS SHOWN ON THIS SHEET AND ON SHEET C-601 ARE APPROXIMATE AND SHALL BE FIELD VERIFIED.

SUBMITTAL	
%	Date

PROJECT ENGINEER

12/02/2024

NO.	DESCRIPTION	DATE	APPR.

DESIGN BY NGC
DRAWN BY NGC
CHECK BY JDP
HORIZONTAL DATUM
CCS83, ZONE 3
VERTICAL DATUM
NAVD88

DRAWING SCALE
1" = 500'
ORIGINAL DRAWING SCALE
0 1/2" 1"

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RECLAMATION DISTRICT NO. 773
LEVEE MAINTENANCE PROJECT - FY 2024/2025
SAN JOAQUIN COUNTY, CA

PLAN VIEW
STA 800+00 TO STA 990+08

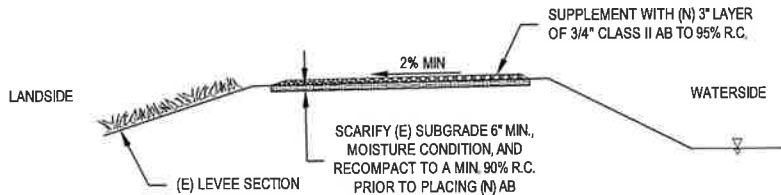
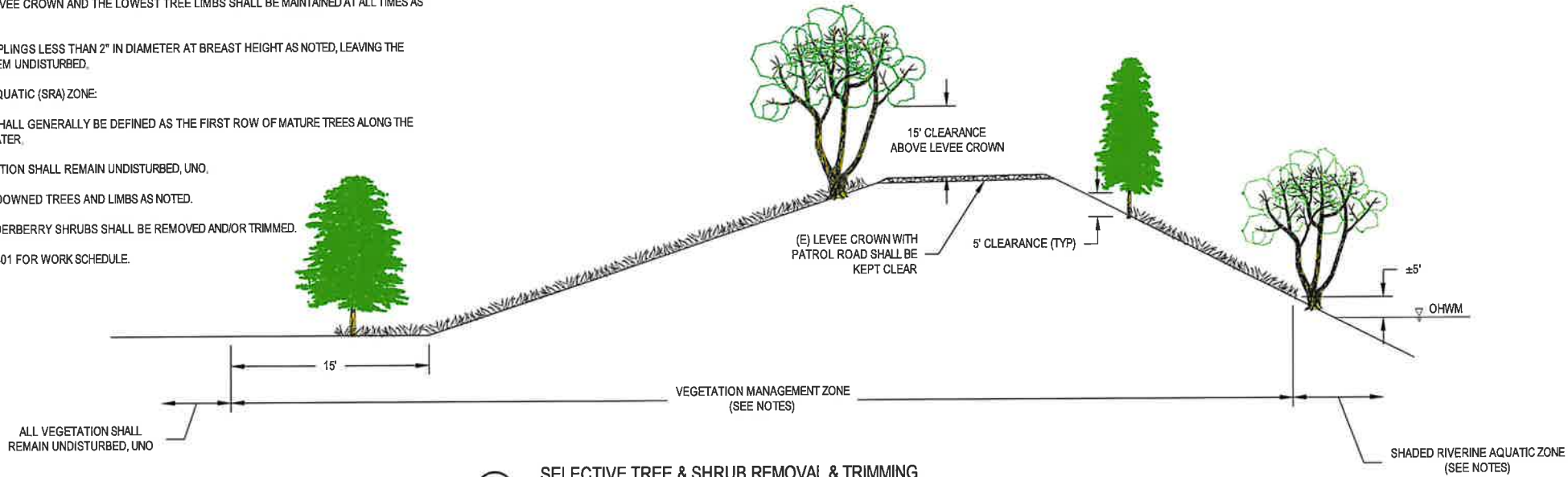
DATE
DECEMBER 2024

SHEET IDENTIFICATION
C-205
SHEET 8 OF 11
KSN PROJECT FILE NO.
2089-0400

FILE SPEC: P:\2089_Febion_Traet\0400_Annual_Maintenance_Bid_P\Projects\25_FY_2024-2025\08_Civil\400_Plans\020_CAD_Sheets\C-501.dwg
PLOT DATE: Dec 04, 2024 - 1:00pm

NOTES:

1. VEGETATION MANAGEMENT ZONE:
 - A. TREES SHALL BE TRIMMED 5' ABOVE GROUND LEVEL AND THINNED AS NOTED.
 - B. BRUSH AND WEEDS SHALL NOT BE OVER 12" HIGH AND SHALL BE TRIMMED, MOWED, THINNED, OR REMOVED FOR VISIBILITY AND ACCESS AS NOTED. A MINIMUM CLEARANCE OF 15' FROM THE EXISTING LEVEE CROWN AND THE LOWEST TREE LIMBS SHALL BE MAINTAINED AT ALL TIMES AS NOTED.
 - C. REMOVE SAPLINGS LESS THAN 2" IN DIAMETER AT BREAST HEIGHT AS NOTED, LEAVING THE ROOT SYSTEM UNDISTURBED.
2. SHADED RIVERINE AQUATIC (SRA) ZONE:
 - A. SRA ZONE SHALL GENERALLY BE DEFINED AS THE FIRST ROW OF MATURE TREES ALONG THE EDGE OF WATER.
 - B. ALL VEGETATION SHALL REMAIN UNDISTURBED, UNO.
3. REMOVE DEAD AND DOWNED TREES AND LIMBS AS NOTED.
4. ABSOLUTELY NO ELDERBERRY SHRUBS SHALL BE REMOVED AND/OR TRIMMED.
5. REFER TO SHEET C-601 FOR WORK SCHEDULE.



NOTES:

1. REGRADE AND COMPACT THE GROUND SURFACE AS NOTED TO REPAIR RILLS, DUGOUT STEPS, TIRE RUTS, AND OTHER SURFACE IRREGULARITIES.
2. COMPACT NATIVE MATERIAL TO A MINIMUM 95%.
3. REFER TO SHEET C-601 FOR WORK SCHEDULE.

2 MISCELLANEOUS GRADING

SCALE: NTS

SUBMITTAL	
%	Date



NO.	DESCRIPTION	DATE	APPR.

DESIGN BY	NGC
DRAWN BY	NGC
CHECK BY	JDP
HORIZONTAL DATUM	CCS83, ZONE 3
VERTICAL DATUM	NAVD88

DRAWING SCALE	AS SHOWN
ORIGINAL DRAWING SCALE	0 1/2" 1"

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RECLAMATION DISTRICT NO. 773 LEVEE MAINTENANCE PROJECT - FY 2024/2025 SAN JOAQUIN COUNTY, CA	DETAIL
--	--------

DATE DECEMBER 2024
SHEET IDENTIFICATION C-501
SHEET 9 OF 11
KSN PROJECT FILE NO. 2089-0400

FILE SPEC: P:\2089_Ebion_Tree\0400_Annual_Maintenance_Bid_Projects\25_FY_2024-2025\08_Civil\400_Plans\020_CAD_Sheets\C-601.dwg
PLOT DATE: Dec 04, 2024 - 10:56am

SCHEDULE 1 VEGETATION MANAGEMENT SELECTIVE TREE & SHRUB REMOVAL & TRIMMING				
STATION START	STATION END	LENGTH (FEET)	LOCATION	DESCRIPTION
89+00			LANDSIDE	REMOVE TREE LIMBS & PRUNINGS
160+00			WATERSIDE	REMOVE FALLEN TREE
214+50			WATERSIDE	TRIM TREES AND REMOVE FALLEN TREES
230+00			LANDSIDE	REMOVE TREE LIMBS & PRUNINGS
234+00			WATERSIDE	REMOVE TREE LIMBS & PRUNINGS
235+00			WATERSIDE	TRIM TREES AND REMOVE FALLEN TREES
245+00			WATERSIDE	REMOVE FALLEN TREE
272+00			LANDSIDE	REMOVE TREE LIMBS & STUMP
355+00	357+00	200	WATERSIDE	REMOVE TREE LIMBS & PRUNINGS
380+00			LANDSIDE	REMOVE TREE LIMBS & PRUNINGS
536+50	560+00	2,350	WATERSIDE	TRIM TREES AND REMOVE TREE LIMBS & PRUNINGS
565+00			WATERSIDE	TRIM TREES AND REMOVE TREE LIMBS & PRUNINGS
574+30			CROWN	TRIM TREES AND REMOVE FALLEN LIMBS & PRUNINGS
739+00	740+00	100	CROWN/LANDSIDE	TRIM TREES AND REMOVE FALLEN LIMBS & PRUNINGS
745+00			WATERSIDE/LANDSIDE	TRIM TREES AND REMOVE FALLEN LIMBS & PRUNINGS
747+00			CROWN	TRIM TREES AND REMOVE FALLEN LIMBS & PRUNINGS
747+50	751+50	400	CROWN/LANDSIDE	TRIM TREES AND REMOVE FALLEN LIMBS & PRUNINGS
753+50			CROWN/LANDSIDE	TRIM TREES AND REMOVE FALLEN LIMBS & PRUNINGS
761+60			WATERSIDE/LANDSIDE	TRIM TREES AND REMOVE FALLEN LIMBS & PRUNINGS
770+40			WATERSIDE	TRIM TREES AND REMOVE FALLEN LIMBS & PRUNINGS
771+40			LANDSIDE	TRIM TREES AND REMOVE FALLEN LIMBS & PRUNINGS
780+00			CROWN	TRIM TREES AND REMOVE FALLEN LIMBS & PRUNINGS
781+25			LANDSIDE	REMOVE TREE LIMBS & PRUNINGS
814+50			WATERSIDE/LANDSIDE	TRIM TREES AND REMOVE FALLEN LIMBS & PRUNINGS
816+60			CROWN	TRIM TREES AND REMOVE FALLEN LIMBS & PRUNINGS
820+25			CROWN	TRIM TREES AND REMOVE FALLEN LIMBS & PRUNINGS
874+00			LANDSIDE	TRIM TREES AND REMOVE FALLEN LIMBS & PRUNINGS

SCHEDULE 2 MISCELLANEOUS GRADING				
STATION START	STATION END	LENGTH (FEET)	LOCATION	DESCRIPTION
359+00	415+50	5650	CROWN	REGRADE & SUPPLEMENT WITH AGGREGATE BASE
580+55	581+75	120	CROWN/LANDSIDE	REGRADE & SUPPLEMENT WITH AGGREGATE BASE
597+50			CROWN	REGRADE & SUPPLEMENT WITH AGGREGATE BASE
630+00			CROWN	REPAIR LARGE RILL
611+50			CROWN	REPAIR HOLE

SCHEDULE 3 SUPPLEMENTAL AGGREGATE BASE				
STATION START	STATION END	LENGTH (FEET)	APPROX NEW AB (TONS)	THICKNESS (INCHES)
359+00	415+50	5,650	1,547	MIN 3
580+55	581+75	120	33	MIN 3



1 SCHEDULE 1 - STA. 89+00
SCALE: N.T.S



4 SCHEDULE 1 - STA. 230+00
SCALE: N.T.S



7 SCHEDULE 1 - STA. 245+00
SCALE: N.T.S



2 SCHEDULE 1 - STA. 160+00
SCALE: N.T.S



5 SCHEDULE 1 - STA. 234+00
SCALE: N.T.S



8 SCHEDULE 1 - STA. 272+00
SCALE: N.T.S




3 SCHEDULE 1 - STA. 214+50
SCALE: N.T.S



6 SCHEDULE 1 - STA. 235+00
SCALE: N.T.S



9 SCHEDULE 1 - STA. 355+00
SCALE: N.T.S

 Know what's below. Call before you dig.	SUBMITTAL	
	%	Date



NO.	DESCRIPTION	DATE	APPR.

DESIGN BY	NGC
DRAWN BY	NGC
CHECK BY	JDP
HORIZONTAL DATUM	CCS83, ZONE 3
VERTICAL DATUM	NAVD88

DRAWING SCALE	N.T.S
ORIGINAL DRAWING SCALE	0 1/2" 1"



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RECLAMATION DISTRICT NO. 773 LEEVE MAINTENANCE PROJECT - FY 2024/2025 SAN JOAQUIN COUNTY, CA	DATE DECEMBER 2024 SHEET IDENTIFICATION C-601 SHEET 10 OF 11 KSN PROJECT FILE NO. 2089-0400
WORK SITE SCHEDULE AND PHOTOS	



1 SCHEDULE 1 - STA. 380+00
SCALE: N.T.S



2 SCHEDULE 1 - STA. 560+00
SCALE: N.T.S



3 SCHEDULE 1 - STA. 565+00
SCALE: N.T.S



4 SCHEDULE 1 - STA. 750+00
SCALE: N.T.S



5 SCHEDULE 1
SCALE: N.T.S



6 SCHEDULE 1
SCALE: N.T.S



7 SCHEDULE 1
SCALE: N.T.S



8 SCHEDULE 1
SCALE: N.T.S



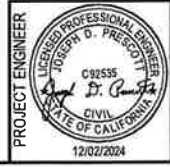
9 SCHEDULE 2
SCALE: N.T.S



10 SCHEDULE 2
SCALE: N.T.S

FILE SPEC: P:\2089_Febian_Trest\0400_Annual_Maintenance_Bid_Plan\020_CAD_Sheets\C-601.dwg
PLOT DATE: Dec 04, 2024 10:55am

SUBMITTAL	
%	Date



NO.	DESCRIPTION	DATE	APPR.

DESIGN BY NGC	DRAWING SCALE
DRAWN BY NGC	N.T.S
CHECK BY JDP	ORIGINAL DRAWING SCALE
HORIZONTAL DATUM CCS83, ZONE 3	0 1/2" 1"
VERTICAL DATUM NAVD88	

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916-403-5900

RECLAMATION DISTRICT NO. 773 LEVEE MAINTENANCE PROJECT - FY 2024/2025 SAN JOAQUIN COUNTY, CA		DATE DECEMBER 2024
WORK SITE PHOTOS		SHEET IDENTIFICATION C-602
		SHEET 11 OF 11
		KSN PROJECT FILE NO. 2089-0400

EXHIBIT C



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
(707) 428-2002
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



April 11, 2024

Tessa Marlow
Kjeldsen, Sinnock, and Neudeck, Inc (KSN)
711 N. Pershing Avenue
Stockton, CA 95203

Dear Tessa Marlow,

Final Lake or Streambed Alteration Agreement, EPIMS Notification No. EPIMS-SJN-44771-R3: Fabian Tract Routine Maintenance Agreement

Attached is the final Streambed Alteration Agreement (Agreement) for the Fabian Tract Routine Levee Maintenance Project (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW determined your Project is exempt from CEQA and filed a Notice of Exemption (NOE) on the same date it signed the Agreement.

Under CEQA, the filing of an NOE triggers a 35-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this letter, please contact Dave Contreras, Environmental Scientist at (209) 234-3431 or by email at dave.contreras@wildlife.ca.gov.

ec: California Department of Fish and Wildlife

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CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
BAY DELTA REGION
2825 CORDELIA ROAD
FAIRFIELD, CA 94534



STREAMBED ALTERATION AGREEMENT
EPIMS-SJN-44771-R3
FABIAN-BELL CANAL AND OLD RIVER

RECLAMATION DISTRICT 773
FABIAN TRACT ROUTINE MAINTENANCE AGREEMENT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Reclamation District 773 (Permittee) as represented by Tessa Marlow

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on October 20, 2023 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The project is located at Reclamation District 773 Fabian Tract, along Fabian-Bell Canal and Old River in the County of San Joaquin, State of California; Latitude 37.805208, Longitude -121.449856.

PROJECT DESCRIPTION

The project is limited to any routine maintenance activity including, but not limited to, any maintenance activity that is funded by the Delta Levees Program or its successor, described in Section 12987 of the Water Code.

In brief summary, activities which are considered "routine" include: clearing of debris and vegetation from water and flood control devices, repair of existing water control devices, repairing levees and adding riprap, vegetation control, removal of encroachments, rodent control, and repairing and shaping levee crowns and patrol and access roads. Routine maintenance does not include any new work other than described above. Routine maintenance does not include the removal of or damage to living riparian vegetation except as permitted below.

This 1602 Agreement consists of the Agreement, project impacts, administrative measures and list of authorized maintenance activities.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include:

- **Swainson's hawk** (*Buteo swainsoni*): listed as threatened under California Endangered Species Act (CESA);
- **Western burrowing owl** (*Athene cunicularia*): Species of Special Concern;
- **Giant gartersnake** (*Thamnophis gigas*): listed as threatened under Endangered Species Act (ESA) and CESA;
- **Pacific pond turtle** (*Actinemys marmorata*): Species of Special Concern;
- **Central California Coast steelhead** (*Oncorhynchus mykiss*): listed as threatened under the ESA;
- **Central Valley winter-run chinook salmon** (*Oncorhynchus tshawytscha*): listed as endangered ESA and CESA;
- **Central Valley spring-run chinook salmon** (*Oncorhynchus tshawytscha*): listed as threatened under ESA and CESA;
- **Central Valley fall-run chinook salmon** (*Oncorhynchus tshawytscha*): Species of Special Concern;
- **Green sturgeon** (*Acipenser medirostris*): listed as threatened under ESA
- **Mason's lilaeopsis** (*Lilaeopsis masonii*): listed as rare under the Native Plant Protection Act;
- **Suisun Marsh aster** (*Symphyotrichum lentum*): California Rare Plant Rank 1B.2;
- **Delta tule pea** (*Lathyrus jepsonii*): California Rare Plant Rank 1B.2;
- **Delta mudwort** (*Limosella subulata*): California Rare Plant Rank 2B.1;
- **Rose mallow** (*Hibiscus lasiocarpus* var. *occidentalis*): California Rare Plant Rank 1B.2
- *other native vegetation*;
- nesting birds and raptors;
- terrestrial organisms.

The adverse effects the project could have on the fish or wildlife resources identified above include:

- temporary loss of riparian, scrub shrub, or valley freshwater marsh habitat,
- permanent loss of riparian, scrub shrub, or valley freshwater marsh habitat,
- loss of bank stability and increase of bank erosion during activities,

- soil compaction or other disturbance to soil layer,
- direct take of aquatic and terrestrial species,
- disruption to nesting birds and other wildlife.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 No Trespass. To the extent that any provisions of this Agreement provide for activities that require the Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.
- 1.6 Unauthorized Take. The Permittee is required to comply with all applicable State and Federal laws, including the California Endangered Species Act (CESA), Federal Endangered Species Act, and the Native Plant Protection Act. This Agreement does not authorize the take of any State or Federal endangered or threatened species or State rare plant species. Liability for any take or incidental take of such listed species remains the responsibility of the Permittee for the duration of the project. Any unauthorized take of such listed species may result in prosecution and nullification of the Agreement.

Nothing in this Agreement authorizes Permittee to take any fully protected species. The take of such species is prohibited by Sections 3511, 4700, and 5050 and 4700 of the Fish and Game Code.

Take of individual raptors and migratory birds, their nests, and eggs and the nests and eggs of any other bird species is prohibited under Fish and Game Code Sections 86, 3503, 3503.5, and 3513.

Take of plants designated as endangered, threatened, or rare is prohibited under Fish and Game Code Sections 1900 et seq and 2080 et seq.

- 1.7 Fish Passage. The project shall be in compliance with Fish and Game Code section 5901 and shall not install or maintain any device or contrivance that prevents, impedes, or tends to prevent or impede, the passing of fish up and down stream.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Permitted Activities. Only those activities specifically mentioned within this Agreement, including replanting native vegetation and placing tree herbivory protection, and in Attachment A may be conducted under this 1602 Agreement.
- 2.2 Separate Agreement. Permittee shall submit a separate written notification pursuant to Code Section 1602 (Form FG 2023 and FG 2024), together with the required fee prescribed in the CDFW LSAA fee schedule, and otherwise follow the normal notification process prior to the commencement of maintenance activities in all cases where:
- 2.2.1 The proposed activities do not meet the routine maintenance criteria or are substantially modified from the activities described in this Agreement.
 - 2.2.2 Activities will occur at a location where CDFW advises Permittee that conditions affecting fish and wildlife resources on the site have substantially changed or such resources would be adversely affected by the proposed maintenance activity.
 - 2.2.3 The proposed activities would adversely impact a State of California (State) or federally listed threatened, endangered or candidate species or its habitat.
- 2.3 Natural Banks and Unarmored Levees. Performing bank stabilization activities on natural banks or unarmored levee sections (including the placement of rip rap) is not permitted under this agreement. Permittee shall need to obtain a separate,

project-specific Streambed Alteration Agreement from CDFW, pursuant to Section 1602 of the Fish and Game Code.

- 2.4 Levee Work Window. All activities to repair levees to stabilize minor slipouts, erosion, or subsidence of the levee section or to place rip rap below the waterside hinge point authorized under this Agreement shall be confined to the period of April 1 – January 31. No in water work shall be permitted under this agreement.
- 2.5 Levee Repair Limits. Repairing of levees to stabilize minor slipouts, erosion, or subsidence of the levee section shall be limited to up to 100 linear feet at any work location, not to exceed 1,200 linear feet per year. Reclamation districts with more than 8.8 miles of levees, the total linear feet allowed shall be 136.36 lineal feet times the number of miles of levee. This can include repair or replacement of existing bank protection materials with clean quarry rock, and replacement of concrete slope paving and channel lining, pipe and weir revetments, articulated concrete mats, and similar materials (asphalt, tires, or materials that contain creosote shall not be utilized). In completing any repair work authorized under this condition, Permittee shall minimize the excavation and placement of earthen fill.
- 2.6 Wildlife Encounters. Permittee shall allow any fish or wildlife it encounters during the course of maintenance activities authorized by this Agreement to leave the work area unharmed.
- 2.7 Raptors (including Swainson's Hawk). If authorized maintenance activities have the potential to disturb or destroy active nests during the nesting season of protected raptors (February 15 to August 15), appropriate protocol level pre-construction raptor nest survey(s) shall be conducted within a quarter-mile (1320 feet) of the project sites (one survey must be within 15 days prior to the beginning of construction activities) by a CDFW approved biologist in order to identify active nests in the project site vicinity. The number of required raptor nest surveys may be reduced based on consultation from CDFW. The CDFW approved biologist shall have experience in searching and monitoring of nests for Swainson's Hawk and other raptors. The results of the survey shall be uploaded to EPIMS as a Status Report and emailed to rhonda.paiste@wildlife.ca.gov and R3LSA@wildlife.ca.gov. Refer to Notification Number EPIMS-SJN-44771-R3 when submitting the survey to CDFW. An initial quarter-mile temporary disturbance buffer shall be established for all raptor nests. If project related activities within the temporary nest disturbance buffer are determined to be necessary during the nesting season, then an on-site biologist experienced with raptor behavior shall be retained by the project proponent to monitor the nest, and shall along with the project proponent, consult with the CDFW to determine the best course of action necessary to avoid nest abandonment or take of individuals. Work may be only allowed to proceed within the temporary nest disturbance buffer if raptors are not exhibiting agitated behavior such as defensive flights at intruders, getting up from a brooding position, or flying off the nest, and only with the agreement of the CDFW. The designated on-site biologist/monitor shall be on-site daily while construction

related activities are taking place to determine the appropriate buffer distance and shall have the authority to stop work if raptors are exhibiting agitated behavior. If a lapse in project-related activities of 15 days or longer occurs, another focused raptor survey shall be conducted as described above.

- 2.8 Nesting Birds. In order to protect nesting birds, all herbicides shall be applied from July 1 through March 1. All herbicides used shall be approved by the California Department of Pesticide Regulation and applied according to the product label instructions by employees trained in the use of herbicides. Permittee is responsible for maintaining its herbicide use records for ensuring herbicide use and timing is consistent with any federal, State, or local regulations. No soil sterilants may be used.

Burning, mowing, discing, and cutting, including any removal of branches, stems, and shoots of grasses, weeds, brush, berry vines, shrubs, and trees shall be completed between July 1 and March 1.

If these activities are deemed necessary between March 1 and July 1, the Permittee shall have pre-project nest surveys for all nesting birds (including ground-nesting) by a CDFW approved biologist conducted within 15 days prior to the beginning of authorized maintenance activities. If active nests are found, Permittee shall consult with CDFW to establish appropriate nest buffers and/or avoidance measures prior to initiating activities. If a lapse in project-related work of 15 days or longer occurs, another focused survey shall be performed, and the results shall be sent to CDFW prior to resuming work.

- 2.9 Western Burrowing Owls. Western Burrowing Owls may be present in the work area. Avoidance of take of individual Burrowing Owls, their nests, and eggs is currently mandated under Fish and Game Code Sections 86, 3503, 3503.5 and 3513. CDFW recommends that Permittee follow the 2012 Staff Report on Burrowing Owl Mitigation in order to reduce the chance of adversely impacting Burrowing Owls if they are thought to be present at the maintenance site. Contact CDFW for a copy of the guidelines if needed.

Occupied habitat includes areas Burrowing Owls may use for breeding/nesting (February 1 to August 31), wintering (September 1 to January 31), foraging, and/or migration stopovers. Occupancy of suitable Burrowing Owl habitat can typically be verified by an observation of at least one Burrowing Owl, or alternatively, its molted feathers, cast pellets, prey remains, eggshell fragments, or excrement, and/or loose soil near the burrow entrance.

- 2.10 Colonial Waterbird Rookeries. If project activities occur during breeding and nesting season, March 1 to July 31, for colonial nesting birds, an initial quarter-mile temporary disturbance buffer shall be established for all rookeries. If project related activities within the temporary nest disturbance buffer are determined to be necessary during the nesting season, then an on-site biologist experienced with

colonial waterbird behavior shall be retained by the project proponent to monitor the nest, and shall, along with the project proponent, consult with CDFW to determine the best course of action necessary to avoid nest abandonment or take of individuals. Work may be only allowed to proceed within the temporary nest disturbance buffer if the colonial waterbirds are not exhibiting agitated behavior such as getting up from a brooding position or flying off the nest, and only with the approval of CDFW. The designated on-site biologist/monitor shall be on-site daily while construction related activities are taking place to determine the appropriate buffer distance and shall have the authority to stop work if the colonial waterbirds are exhibiting agitated behavior.

- 2.11 Pacific Pond Turtles. Pacific Pond Turtles (PPT), formerly Western Pond Turtle, may be present in the project area. If a PPT is observed, it shall be left alone to move out of the area on its own. Permittee shall exercise measures to avoid direct injury to PPT, as well as measures to avoid areas where they are observed to occur.
- 2.12 Giant Garter Snakes. Giant Garter Snakes (GGS), a federal- and State-listed threatened species, may be present in the project area. If any snake is encountered during project activities, all activities shall cease until the snake moves out of the area on its own. Vehicles driven to the project site shall maintain a 15 mile an hour speed limit throughout project area, and drivers will be informed to watch for snakes and avoid running over them. If a GGS is found during project activities, the Permittee shall notify CDFW and USFWS immediately.
- 2.13 Rare Plants. Surveys for special status plants shall be conducted in accordance with the Guidelines for Conducting and Reporting Botanical Inventories for Federally Listed, Proposed and Candidate Plants (USFWS January 2000) and Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities (CDFW 2018) and will be comprehensive for vascular plants.

Areas with special status plants shall be flagged or otherwise marked (e.g., stake, fence) for avoidance prior to construction, including the incorporation of a clearly marked 10-foot radius buffer, and all employees will be notified of the plant locations. If invasive plants are identified within the 10-foot buffer that need to be removed, CDFW shall be consulted to determine appropriate methods to avoid impacts to rare plants.

If avoidance is not possible, the need for mitigation shall be determined on a case-by-case basis, in consultation with the Department. For impacts that the Department has determined mitigation is required, the mitigation shall be provided in a manner and at a location that is acceptable to the Department. If impacts are mitigated at a location other than a mitigation bank, the new plantings shall be documented using a California Natural Diversity Database (CNDDDB) form and completed forms shall be submitted to CNDDDB following establishment.

- 2.14 Tree Removal. No trees with a diameter at breast height (DBH equals trunk diameter measured at 48 inches above the ground) in excess of 2-inches shall be removed or damaged without prior written approval from CDFW. If there is no feasible alternative to tree removal, trees with a DBH less than 2-inches in diameter may be removed. When trees of this size are removed, the root system shall be left undisturbed. If trees with trunks greater than a 2-inch DBH are to be removed, CDFW shall be notified prior to removal and, if CDFW deems necessary, Permittee shall obtain a separate Streambed Alteration Agreement pursuant to Section 1602 of the Fish and Game Code.
- 2.15 Pruning Tree Branches. Permittee may prune tree branches up to 48-inches above the ground. Branches and limbs extending over the water shall not be pruned to avoid potential impacts to shaded riverine aquatic (SRA) habitat.
- 2.16 Blue Elderberry. Permittee **shall not** remove or otherwise damage any blue elderberry plants under this Agreement.
- 2.17 Herbicide Use. Permittee shall use caution to apply the least practicable amount of herbicide necessary to effectively control noxious weeds. Permittee shall use caution when applying herbicides near water. Permittee is responsible for any environmental damages caused by the application or use of substances that prove harmful to fish, non-target plant, and wildlife species. Any fish or non-target animal deaths following application of herbicides or other chemicals, including FGAR rodent bait, shall be reported to CDFW immediately. Permittee will use Best Management Practices (BMPs) for pollinator protection when using herbicides that may cause harm or death to bee and other pollinator species.
- 2.18 Rodent Control. Rodent control shall be limited to the use of first generation anticoagulant rodenticide (FGAR) bait stations only, including rodenticides placed in bait tubes or bait boxes to avoid impacts to Western Burrowing Owls and other non-target wildlife. The use of fumigants is not authorized within this Agreement.
- 2.19 Concrete. Freshly poured concrete for maintenance activities shall be isolated from flowing water for a period of 28 days. Commercial sealants may be applied to the poured concrete surface where difficulty in excluding water flow for a long period may occur. If sealant is used, water shall be excluded from the site until the sealant is dry, typically for a minimum of 7 days.
- 2.20 Hazardous Materials. Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, wildlife, or riparian habitat resulting from the project related activities shall be prevented from contaminating the soil and/or entering the Waters of the State.

- 2.21 No Dumping. Permittee or its contractors shall not dump any litter, tree or vegetation trimmings, or construction debris within the riparian/stream zone. All such debris and waste shall be removed from the worksite daily and properly disposed of at an appropriate disposal site.
- 2.22 Equipment Storage. Equipment shall be stored in areas that any possible contamination from the equipment would not flow or be washed back into the channel.
- 2.23 Material Stockpiles. Permittee shall not stockpile or store construction material where it could be washed into the waterway or where it could cover aquatic or riparian vegetation.
- 2.24 Weather. Permittee shall restrict all construction activities to periods of dry weather and construction activities shall be timed with awareness to precipitation forecasts. Permittee shall cease all construction activities and implement appropriate erosion control measures, where necessary, prior to storm events.
- 2.25 Cease of Operations. If, in the opinion of CDFW, conditions arise or change in such a manner as to be considered deleterious to the stream, fish or wildlife, operations shall cease until corrective measures, approved by CDFW, are taken.

3. Compensatory Mitigation Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided and/or minimized, Permittee shall implement the following measure.

- 3.1 RF, SS, FM, and SRA Mitigation. Impacts to riparian forest (RF), trees 20-feet in height or greater, will require replacement at a mitigation ratio of 3:1 by acreage; scrub-shrub (SS), trees and shrubs less than 20-feet in height, will require replacement at a mitigation ratio of 2:1 by acreage; freshwater marsh (FM) will require replacement at a mitigation ratio of 1:1 by acreage; and shaded riverine aquatic (SRA) habitat will require replacement at a mitigation ratio of 1:1 by linear feet. The mitigation will be completed in a manner and at a site subject to the approval of CDFW.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Annual Report and Fees. Permittee shall provide CDFW's Bay Delta Region an annual written report of each category of maintenance activity, as listed in Exhibit A, performed during the previous fiscal year (July 1 to June 30), along with the appropriate fee determined from the CDFW Streambed Alteration Agreement Fee Schedule for work performed under this Agreement, based upon the number of categories of activities performed in the reporting period. The current fee schedule

can be found on the CDFW website. Reports are due December 31. Reports shall be submitted to CDFW as listed below under Contact Information. If these fees or reports are not received by CDFW by December 31, CDFW may submit a written request for submission of these fees or reports. If the fees or reports are not received by CDFW within 30-days of submission of the request, CDFW may terminate this Agreement. Reports shall include, at a minimum:

- 4.1.1 The activity location (by district and waterbody name).
- 4.1.2 A brief description of each activity performed.
- 4.1.3 Estimates of the extent of maintenance activities performed, including the length and width of the work areas.
- 4.1.4 A map showing where activities were performed and where photographs were taken.
- 4.1.5 Photographs of the maintenance work.
- 4.1.6 Any difficulties with adhering to the conditions of this Agreement.
- 4.1.7 Reference to this Agreement by title and notification number EPIMS-SJN-44771-R3.

- 4.2 Next Fiscal Year Proposed Work. Permittee shall include, with the annual report described above, written notification of proposed routine maintenance activities, by category, for the upcoming fiscal year. This notification shall include an estimate and description of each activity by levee station location, and the extent including the length and width of the work areas. Each annual notification of proposed and completed maintenance activities shall be added to this 1602 Agreement as Attachment B-year (B-2013, B-2014, etc.) by CDFW.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through EPIMS as instructed by CDFW.

To Permittee:

Tessa Marlow

EPIMS-SJN-44771-R3

Reclamation District 773, Fabian Tract Routine Maintenance Agreement

tmarrow@ksninc.com

To CDFW:

Department of Fish and Wildlife

Bay Delta Region

EPIMS-SJN-44771-R3

Reclamation District 773, Fabian Tract Routine Maintenance Agreement

EPIMS.R3@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and

subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall log into EPIMS and submit to CDFW a completed CDFW "Amendment & Extension" form. Permittee shall include with the completed form, payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall log into EPIMS and submit to CDFW a completed CDFW "Amendment & Extension" form. Permittee shall include with the completed form, payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall log into EPIMS and submit to CDFW a completed CDFW "Amendment & Extension" form. Permittee shall include with the completed form, payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall expire on December 31, 2028, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

A. Definition of Terms and Authorized Maintenance Activities

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's Environmental Permit Information

Management System (EPIMS), the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.

EXHIBIT A
DEFINITION OF TERMS AND AUTHORIZED MAINTENANCE ACTIVITIES

Definition of terms as used herein and for purposes of the Agreement

- A. Emergency means: an emergency as defined in section 21060.3 of the Public Resources Code.
- B. Encroachment means: a building, equipment item, or other physical structure that compromises the integrity of a levee and hinders the District's ability to maintain the levee.
- C. Fiscal Year means: the period from July 1 through June 30 of each year.
- D. Fully Protected Species means: those species identified in state statutes or regulations as being fully protected, including, but not limited to, those species listed in sections 3511, 4700, 5050, and 5515 of the Fish and Game Code.
- E. Listed Species means: any plant or animal species that is listed as an endangered, a threatened, or a candidate species under the California Endangered Species Act ("CESA") (Fish & G. Code, § 2050 et seq.) and/or the federal Endangered Species Act ("ESA") (16 U.S.C. § 1531 et seq.).
- F. Maintenance Project or Maintenance Activity means: any levee maintenance work specified in "Authorized Maintenance Activities" below, from the waterside edge of crown (hinge point) of the levee waterward, including the entire levee waterside slope, the waterside toe of the levee, and the open-water areas of the channel adjacent to the waterside toe of the levee.
- G. Mean High Water means: the arithmetic mean of the daily high water levels over an extended period of time.
- H. Reclamation District 773 or District means: Reclamation District 773 or the District's employees, representatives, or agents.
- I. Routine Annual Maintenance means: any levee maintenance activities performed on a regular or ongoing basis during the fiscal year as part of the District's levee maintenance program.
- J. Special Status Species means: those plant or animal species defined as endangered, rare, or threatened in section 15380 of title 14 of the California Code of Regulations (also known as the CEQA Guidelines).
- K. Take means: to hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill.

**Authorized Maintenance Activity Categories
(Activities Subject to Current Fee Schedule*)**

***As of January 1, 2024, the Maintenance Activity fee is \$369.75 per Activity Category. Check the CDFW website for updated fee information *prior to submitting your payment*, as fees are subject to change**

<https://www.wildlife.ca.gov/Conservation/LSA>

Vegetation Management

Control of vegetation, such as weeds, brush, berry vines, and trees, on the waterside slope of levees by mowing, grazing, trimming and/or treating with herbicides approved by the California Department of Pesticide Regulation, provided that the District remove only that amount of vegetation necessary for inspection and maintenance of the levee.

The District may remove fallen or dead (not dormant) trees and shrubs, where they pose an imminent threat to levee integrity.

Burning of trees, shrubs, and berry vines is not permitted within this Agreement. Burning of ruderal species and weeds shall be completed in accordance with all local air quality laws/regulations, including any necessary permit and reporting as required by the applicable counties Air Quality Management District (or equivalent agency).

Any use of chemicals including pesticides and herbicides must be applied according to the product label specifications.

Debris and Sediment Removal

Removal of flood-deposited woody or herbaceous vegetation and associated debris which significantly reduce channel capacity, provided that the removal does not interfere with the proper functioning of, or otherwise compromise, existing water and flood control devices including, but not limited to, culverts, bridges, and stream flow measuring stations.

Removal of trash, deposits and debris from the levee and berm or bench.

Structure Maintenance and Repair

Cleaning, repairing, raising, modification of (other than by moving or enlarging), and/or replacement of flap gates, discharge pipes, siphons, weirs, drop structures, or other existing water control devices.

Repairing levees and adding supplemental riprap to stabilize minor slipouts, erosion, or subsidence of the levee section. This can include repair or replacement of existing bank protection materials with clean quarry rock, replacement of concrete slope paving and channel lining, pipe and weir revetments, articulated concrete mats, and similar materials, except asphalt, tires, or materials that contain creosote. The armoring of

natural banks or unarmored levees is not authorized under this Agreement (see condition 2.3 of the Agreement). In completing any repair work authorized in this subsection, the District shall minimize the excavation and placement of earthen fill.

All work completed pursuant to this section shall be limited to up to 100 linear feet at any work location, not to exceed 1,200 linear feet per year. Reclamation districts with more than 8.8 miles of levees, the total linear feet allowed shall be 136.36 lineal feet times the number of miles of levee.

Removal or modification of encroachments.

Shaping levee crowns to allow them to drain freely.

Repairing and shaping patrol or access roads on levees.

Rodent Control

Extermination of California Ground Squirrels (*Otospermophilus beecheyi*), provided the extermination is conducted in accordance with the Fish and Game Code and any CDFW regulations, and any other applicable laws or regulations, or additional conditions specified herein.

Rodent control shall be limited to the use of first generation anticoagulant rodenticide (FGAR) bait stations only, including rodenticides placed in bait tubes or bait boxes, to avoid impacts to Western Burrowing Owls and other non-target wildlife. The use of fumigants is not authorized within this Agreement. Additional rodenticide use recommendations from the Department of Pesticide Regulation are included on the following page.

Filling of Beaver (*Castor canadensis*) and Muskrat (*Ondatra zibethicus*) dens, provided the filling is conducted in accordance with the Fish and Game Code and any CDFW regulations, and any other applicable laws or regulations.

Recommendations for Rodenticide Use

Bait Station Design and Use: Bait stations should be designed with an opening that prevents access to non-target species (not to exceed 3") and controls bait spillage by feeding rodents. See your county agricultural commissioner for recommended designs and suggestions to retrofit existing stations. Bait stations should be secured (e.g. staked) upright to prevent tipping and access by non-target animals. Bait stations should not be filled beyond design capacity and in no case should bait stations be filled with more than 10 lbs of bait.

Station Monitoring: While treated baits are in use, bait stations should be inspected for spillage, evidence of disturbance by non-target animals, excess moisture from irrigation systems, etc. Problems should be corrected before baiting is resumed. Any spilled baits should be promptly cleaned up. Bait stations should be replenished with treated baits as needed to provide continuous exposure. After treated baits are accepted, as evidenced by consumption of baits, depletion of bait in the bait station should be inspected at least weekly for depletion of bait and refilled until feeding ceases. Treated baits should be promptly removed (or bait stations should be sealed) from all stations after feeding has ceased. If subsequent baiting is needed, a two week period without use of treated baits should be observed before baiting is resumed. This is to keep the period when treated bait is exposed to a minimum without jeopardizing good pest control.

Carcass Survey and Disposal: Carcass survey and disposal should be performed in the treated area beginning on the third day following the initial exposure of toxic baits. Any exposed carcasses of target species should be disposed of (e.g. completely buried) in a manner inaccessible to wildlife. Any carcasses of non-target species should be reported to CDFW the same day they are observed (916-358-2954). Carcass surveys should continue for at least five days after toxic baiting has ceased and thereafter until no more carcasses are found. Carcasses should be handled with care to avoid contact with parasites such as fleas.

Obligate Riparian: A 50-foot buffer is required from the edge of dense riparian brush to any bait stations.

ITEM 9

RD 773: MASTER CALENDAR

JANUARY

FEBRUARY

- Send out Form 700s, remind Trustees of April 1 filing date
- Board Meeting
- Insurance renewal. Policy renews April.

MARCH

- Hire Employees for Seasonal Levee Work.

APRIL

- April 1: Form 700s due
- Board Meeting
- Draft Budget
- Adopt Annual CEQA Exemption for levee maintenance.
- Subventions Resolution

MAY

JUNE

- Approve Audit Contract for expiring fiscal year
- Adopted Annual Budget
- Board Meeting
- Adopt Resolution for setting Assessments and submit to County Assessor's Office

JULY

AUGUST

- August 1: Deadline to certify assessments for tax-roll and deliver to County (duration of current assessment: Indefinite).
- 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*)
- Board Meeting

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*).

OCTOBER

- Publish Notice of Election, odd numbered years (once per week, 4 times, commencing at least 1 month prior to election).
- Board Meeting

NOVEMBER

- Election: to be held first Tuesday after first Monday of each odd-numbered year.

DECEMBER

- New Trustee(s) take office, outgoing Trustee(s) term(s) end on first Friday of each odd-numbered year.
- Board Meeting

Term of Current Board Members:

Name	Term Commenced	Term Ends
Ryan Bacchetti	First Friday 12/2021	First Friday of 12/2025
Joe Enos	First Friday 12/2019	First Friday of 12/2027
Mark R. Bacchetti	First Friday 12/2019	First Friday of 12/2027

No Expiration on Assessment

Trustee Ryan Bacchetti appointed to fill vacancy within first half of term. Second half of term expiring in 2025 will be filled at District's 2023 General Election.

ITEM 10

RECLAMATION DISTRICT 773							
Bills for Approval of Payment							
November, 2024 - January, 2025							
NAME	INVOICE DATE	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	RATIFICATION
Kjeldsen, Sinnock & Neudeck	11/22/2024	39096	\$535.50		2118		x
	11/22/2024	39097	\$710.50				
	11/22/2024	39098	\$7,200.00				
	11/22/2024	39099	\$135.00				
	11/22/2024	39100	\$499.14				
				\$9,080.14			
Neumiller & Beardslee	12/11/2024	351299	\$2,307.99		2119		x
	1/6/2025	351707	\$836.00				
				\$3,143.99			
Custom Spraying, Inc.	12/12/2024	11-2640	\$18,000.00		2120		x
				\$18,000.00			
Kjeldsen, Sinnock & Neudeck	12/31/2024	39376	\$846.75		2121		x
	12/31/2024	39377	\$1,020.00				
	12/31/2024	39378	\$10,931.70				
	12/31/2024	39379	\$270.00				
				\$13,068.45			
California Association of Mutual Water Companies	1/15/2025	3482	\$100.00		2122		
				\$100.00			
NOTES:			Warrant Total	\$43,392.58			
Fund Balance as of January 13, 2024		\$681,137.29					
Less Submitted Warrants for Payment:		\$43,392.58					
Total:		\$637,744.71					
Bank of Stockton Balance as of 12/31/24		\$1,238.30					