

Alan Richard Coon  
Secretary  
9675

Telephone  
(209) 946-

RECLAMATION DISTRICT NO. 2029  
**New Address: 2575 Grand Canal Blvd., Suite 201**  
**Stockton, CA 95207**

PLEASE TAKE NOTICE that at 8:30 a.m. on March 17, 2020, the Board of Trustees of Reclamation District No. 2029 will meet at the law offices (second floor conference room) of Alan Richard Coon, 2575 Grand Canal Blvd, Suite 201, Stockton, CA. The meeting will be located on the second floor conference room of the Business Address and at those addresses noted below for which one or more trustees may attend by telephone in accordance with Govt. Code section 54953. The Board reserves the right to advance items or consider matters out of order.

1. Public Comment: Public comment is to begin promptly at 8:30 a.m. [Public comments on agenda items will be limited to 5 minutes at the discretion of the Board Chair. Public comments only permitted at start of meeting and may address information and action items.];
2. Manager's Report: Status of levees; current and ongoing trespass and homeless issues; and future needs assessment;
3. Engineer's Report: See attached incorporated herein by reference;
4. Financial Matters. To review and discuss various financial reports offered by Secretary Alan Coon including current status of warrants, current monthly bills and expenses and status of unpaid assessments (see attached).
5. Action Item(s):
  - A. Approval of Minutes of Meeting held in October 23, 2019;
  - B. To ratify approval of renewal of insurance and payment of premium for 2020-21;
  - C. To approve Encroachment Agreement for John Rocha's (Foppiano) Tile Drain System;
  - D. Consider extension of agreement with MBK Engineers to act as District's engineers and adoption of year 2020 Annual Fee Update;
  - E. Approve and or ratify issuance of Warrant for reimbursement double payment of assessment by Empire Fields 3, LLC (069-080-11);
  - F. Consider action related to outstanding assessments;
  - G. Consider Special Assessment or Budget Amendment regarding evening and night time security because of recent criminal activity;

- G. To consider long term options regarding District Manager;
- H. Consider authorizing daily use of bird watchers and horse travel on levees during daylight hours;
- I. Ratify Vegetation Control (Subv 2019-2020) contract and payment of Marchetti Bros. LLC;
- J. To consider and approval of Debt Management Policy;
- K. Consider and authorize Secretary's execution of the Resolution for the 2020-2021 Subventions Program application;

6. Informational Item:

- A. Update on proposed Sac-SJ Rivers Channel Restoration Program;
- B. Proposed Amendment to 23 CCR5001 et seq.;
- C. Report on SEMS Executive Course;
- D. Update on City of Stockton's DWSP Improvement and Repairs;
- E. MBK's comments on IS/MND for Soils Investigations for Date Collection in the Data;
- F. CDWA — Nomination Delta Protection Commission;
- G. Future Telemetry Requirements required by State Water Resources Control Board (and current extension);
- H. DWR's Annual Report [CWC sec. 9140] on the condition of the levees, maintenance information, etc, for Local Maintaining Agency (LMA) aka Reclamation Districts, can be accessed at <https://cdecapps.waterca.gov/Ima.html>;

7. Closed Session: Conference with Legal Counsel — Existing Litigation. Government Code §54956.9 (a) *Campagna et al v. RD #2029 STK-CV-UED-2018-5895* Complaint; One Matter: Govt. Code section 54956.9(a), (c) and (d) [Potential Litigation].

8. Adjournment:

Dated: March 11, 2020

Alan Richard Coon, Secretary  
Reclamation District No. 2029

ATTACHMENT 4

Have not paid

RECLAMATION DISTRICT NO 2029  
2016-2017 ASSESSMENT ROLL

PARCEL	LAND CLASS	ACRES	ASSMT ACRES	SFE	ASSESSMENT AMOUNT	NAME	ADDRESS	CITY	STATE	ZIP
1	069-070-05 ✓	141	623	623.00	\$ 34,265.00	DOUGLAS M. EBERHARDT FAMILY TRUST	P O Box 1110	Stockton	CA	95201
2	069-070-06	14	2	2.00	\$ 110.00	DOUGLAS M. EBERHARDT	P O Box 1111	Stockton	CA	95202
3	069-070-18 ✓	14	60	60.00	\$ 3,300.00	CWC LLC c/o Michael Quararoli	310 Sun West Place #A	Mantca	CA	95337
4	069-070-19 ✓	14	263.34	264.00	\$ 14,483.70	CWC LLC c/o Michael Quararoli	310 Sun West Place #A	Mantca	CA	95337
5	069-070-21	14	180	180.00	\$ 9,900.00	Empire Island 3 LLC	P O Box L	Salida	CA	95367
6	069-070-22 ✓	14	40	40.00	\$ 2,200.00	John Glick, et al	310 Sun West Place #A	Mantca	CA	95337
7	069-080-01 ✓✓	14	195	195.00	\$ 10,725.00	Empire Fields LLC	301 S Aurora Street	Stockton	CA	95203
8	069-080-03 ✓	14	215	215.00	\$ 11,825.00	Empire Island Farming Company 2 LLC	P O Box 720	Ripon	CA	95366
9	069-080-06 ✓	141	138	138.00	\$ 7,590.00	Empire Island Farming Company, LLC	P O Box 720	Ripon	CA	95366
10	069-080-19	14	262.12	263.00	\$ 14,465.00	Empire Island Farming Company, LLC	P O Box 720	Ripon	CA	95366
11	069-080-20	14	268.1	269.00	\$ 14,795.00	Empire Island Farming Company, LLC	P O Box 720	Ripon	CA	95366

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RECLAMATION DISTRICT NO 2029  
2016-2017 ASSESSMENT ROLL

12	069-080-21		98	35.95	35.95	0.00	ok we do not send bill	Delta Transport Inc. c/o Dave Johnson now owned by H & H Marina Properties LLC	15135 W Eight Mile Road to H & H at 4453 yacht Harbor Drive, Stockton, CA 95204	Stockton Stockton	CA CA	95219 95209
13	069-090-08 ✓ 069-090-36 formerly 069-090-		14	325	325	325.00	\$ 17,875.00	Rocha, John	10534 N Davis Road c/o Rheda Reynolds, Accounting Dept 786 Road 188	Stockton	CA	95209
14	069-090-37 28 formerly 069-090-		14	535	535	535.00	\$ 29,425.00	Munger, Baldev		Delano	CA	93215
15	069-090-37 28 formerly 069-090-			4	4	66.68	\$ 3,667.40	Empire Tract Property LLC	P O Box 30213	Walnut Creek	CA	94598
16	069-090-32 ✓ 7		14	185.52	185.52	186.00	\$ 10,230.00	Jeffrey L. Weinstein, Trustee	2434 Canyon Creek	Stockton	CA	95207
17	069-090-33 ✓		14	179.91	179.91	180.00	\$ 9,900.00	Levetini, Dario Leventini	1344 Rivergate Drive Public Works Dept, Attn: Accts Payable, P O Box 1810	Lodi	CA	95240
18	069-090-01 ✓		1	0.14	0.14	1.00	\$ 55.00	San Joaquin County City of Stockton	2500 Navy Drive	Stockton Stockton	CA CA	95201 95206
				3512.1			\$ 249,218.01					

ATTACHMENT 5A

**Reclamation District No. 2029**  
2575 Grand Canal Blvd., Suite 201  
Stockton, CA 95207  
October 25, 2019 at 8:30 a.m.

A special meeting of the Board of Trustees of Reclamation District No. 2029 was held at 2575 Grand Canal Blvd., Suite 201 on October 25, 2019 at 8:30 a.m. A quorum was present.

At the beginning of the Meeting Mike Quartaroli was sworn in as Trustee for a term of four years beginning December 4, 2019.

Present: Trustees Chris Podesto and John Rocha and Secretary Alan Coon. Also present was Mike Quartaroli

1. Public Comment. No Public Comment.
2. Managers Report. Manager Rocha reported on the increased homeless encampment at the southwest corner (near DWSP buildings). There had been no weather (wind) damage from recent storm. Might need to remove partly downed tree near Eberhardt's property. Washboard on east side okay and doing some "erosion" sites at less than \$25,000. Discussed meeting with Landowner Weinstein re property.
3. Engineer's Report. Discussed AB 137. Discussed erosion sites and will follow up at with ASTA's previous quote. Also, discussed leak at landowner Rocha's "yard." Discussed "mowing" the blackberries and then, later this year, spray once they start growing i.e. stop by March 15, 2020 to avoid bird nesting season. CalOES (through SJ County) provide opportunity to purchase Flood Fight Container but Board deferred. Discussed riprap stored on our levee for Little Venus Island. MBK's full report is attached hereto and incorporated herein.
4. Financial Matters. Secretary Coon discussed financial reports including current status of warrants, current monthly bills and expenses, quarterly reports and discussion of proposed changes to Bylaws.
5. Action Items. After presentation of the action items, motion was made by Trustee Podesto seconded by Trustee Quartaroli and unanimously carried to approve all actions items as set forth below with the exception of H which was approved by Trustee Quartaroli, seconded by Trustee Rocha, Trustee Podesto abstained:
  - A. Confirm publication of Notice and Action to Adopt a Resolution to Levy the District's Operation and Maintenance Assessment No. 13 and Resolution thereon.

- B. To ratify and approve renew of insurance and payment of insurance premium;
- C. Approve to set up new bank account for processing funds coming in and out for Five Year Project.
- D. Approve Subventions Program Work Agreement for the 2019-2020 fiscal year and authorization of Manager John Rocha and District Secretary to execute agreement.
- E. Authorize and grant discretion to District Secretary to negotiate terms and/or extension of current Warrant Agreement with F & M Bank or procure alternative lender;
- F. Adoption of SDWA;s Joint Problem Statement;
- G. Consider amending Bylaws (i) clarifying who may act as a Trustee (including landowner's representative capacity); (ii) clarifying that voting rights are tied to dollar assessments i.e. one vote for each \$1.00 (dollar) of assessment; and (iii) modifying the date of the annual meeting providing flexibility provided held in October of each year and subject to availability if quorum; and
- H. To consider and direct Secretary, with certain discretion consistent with standard encroachment agreement language, to negotiate and enter into an Encroachment Agreement with Empire Island Farming, LLC approving construction of "Improvements" generally consisting of small traffic bridge over RD 2029's drainage canal.
- I. Consider blading levee road top in those areas of "washboarding" at the discretion of Manager Rocha in consultation with MBK Engineers for purpose of submitted under Subventions Program.
- J. Consider approval of draft 2018-2019 audit and authorize Secretary to sign Representation Agreement.

6. Informational Items: Discussed informational items.

7. Closed Session: Went into closed session.

8. Adjournment.

Respectfully Submitted,

Dated: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Reclamation District No. 2029



ATTACHMENT 5C

IF DOCUMENT IS RECORDED,  
AFTER RECORDING RETURN TO:

RECLAMATION DISTRICT NO. 2029 (Empire Tract)  
2575 Grand Canal Boulevard, Suite 201  
Stockton, CA 95207  
(209) 946-9675

**ENCROACHMENT AGREEMENT**

**[Tile Drain – Underground & Crossing]**

THIS ENCROACHMENT AGREEMENT executed this \_\_\_\_\_ day of December \_\_, 2019, sets forth agreements by and between RECLAMATION DISTRICT NO. 2029 (Empire Tract), a Public Agency of the State of California, hereinafter referred to as "District"; and John Rocha, representative for Seller, and Foppiano Farms (or designee), representative for Buyer. Buyer and Seller are collectively referred to as "Owner", and agree as follows:

**WITNESSETH:**

WHEREAS, District owns and occupies lands, including levees, held in fee, as well as easements (hereinafter referred to as the "District's Land") for its reclamation, irrigation and drainage operations and facilities, and

WHEREAS, Owner's property generally described in the attached **Exhibit "A"** (the "Subject Property") part of which is subject to and subservient to the use by District of District's Land, and

WHEREAS, Seller has entered into an Purchase Sale agreement to sell the Subject Property to Buyer with Buyer taking possession to the Subject Property pending close of escrow to begin farming operations; and

WHEREAS, the Seller and Buyer agree to be bound by the terms of this Agreement now and close of escrow on the proposed sale of the Subject Property;

WHEREAS, Owner has title to the Subject Property and wishes to encroach upon and otherwise access the District's Land with improvements as shown on the Maps and Plans described in the attached **Exhibit "B"** for the addition of tile drains to be installed underground at locations described and mapped in **Exhibit "C"**; and

WHEREAS, District is willing to permit said encroachment provided the Owner indemnify and hold the District harmless as herein below specified and provided Owner's improvements are located, installed, operated, and maintained and plans

thereof are approved by the District's Board of Trustees, local County or State building or construction codes, if applicable, and as hereinafter specified,

**NOW, THEREFORE**, it is agreed as follows:

1. Nature of Right Conferred. District intends hereby to assent only to (a) an encroachment upon the District's Land or (b) to confer a license to Owner to encroach and be granted access upon District's Land, all subject to the terms hereof.

Nothing in this Agreement constitutes a grant or other disposition of any land or interest in land which is owned or otherwise occupied by the District. The Owner acknowledges that the lands upon which the facilities of the District are located may not be entirely owned by the District, and further acknowledges that the consent contained in this Agreement relates only to the rights of the District by virtue of its ownership in fee or of an easement granted in or about 1918 or thereafter through grants and easements thereafter obtained upon Subject Property. It is understood that nothing in this Agreement shall be considered as a representation by the District of the authority to grant any interest in land over, across, or under any property owned or controlled by any person other than the District and Owner shall obtain any further grants or consents from all others owning interests in the underlying easement land.

**It is further agreed that any right granted to the Owner hereunder shall be inferior and subordinate to the rights of the District.** Except as herein expressly permitted and subject to the rights and conditions of San Joaquin County, the Owner shall not place or permit to be placed on, in, across, or through said easement or right-of-way any building, structure, explosive, well, road making material, cement, rock, guy wire, or any other obstruction not specifically provided herein, nor do or permit to be done, anything which may interfere with the full and exclusive use, right of ownership or enjoyment by the District of the easement or right-of-way owned by it. Owner agrees that the encroachment consisting of underground tile drain lines and related infrastructure which may entail crossing, gates, fences and ramps ("Owners Facilities") may be removed at Owner's expense and/or covered up if it becomes necessary, in the District's sole discretion, to the repair and/or maintain its drainage canals and related infrastructure. The Owner shall not authorize or permit encroachment by others or utilize the easement or right-of-way area in any manner which may endanger, interfere, or make more expensive the proper use and operation of any works or property of the District without first obtaining the written consent of the District.

2. Assignments and Sublicenses. Owner may not, without the prior written consent of the District, assign or otherwise transfer any right created by this Agreement, including the Owner's Facilities, provided, however, that Owner will remain responsible for all of Owner's obligations in this Agreement until District shall have approved in writing such assignment or transfer and until the proposed transferee has assumed in writing all of Owner's obligations hereunder.

District's approval of the proposed transferee shall be limited to District's review of the financial capability of the proposed transferee and its determination that the proposed transferee's financial capability is sufficient in light of the obligations to be imposed on such transferee by this Agreement. Owner shall not authorize or permit others to utilize the Owner's Facilities, structures, easements or right-of-way area which are the subject matter of this Agreement in any way not expressly authorized by this Agreement.

3. Indemnity and Release As a major inducement and consideration for the license and permission herein, Owner shall (i) indemnify and hold harmless and (ii) release the District, its officers, attorney, agents and employees, against and from any and all loss, damage, claims, demands, actions, causes of action, penalties, costs and expenses of whatsoever nature, including court costs and attorney's fees, which may result from injury to or death of any persons whomsoever including, but not by way of limitation, officers, agents and employees of the District, or others which include, but are not limited to, landowners within the District's boundaries, against and from damages to or loss or destruction of property whatsoever including, but not by way of limitation, damage to the levees, canals, appurtenant facilities, equipment or other property of the District in its care or custody, when such injury, death, loss, destruction or damage to arises because of:

- (a) The installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the permitted Owner Facilities or any part thereof;
- (b) The installation of the proposed drainage system contemplated by the Owner Facilities will not increase the risk of flood, nor increase the cost of drainage or flood control to the District; and/or
- (c) The prosecution of any work contemplated by this Agreement or the presence, operation or use of the permitted Owner Facilities. This indemnity shall not extend to claims for damages arising out of the death of, or personal injury to, employees of the District to the extent that they are within the coverage of the Worker's Compensation Insurance carried now or hereafter by the District.

The foregoing release and indemnity shall be effective notwithstanding any assertion that the District or others indemnified and released were themselves negligent and that such negligence was a contributing cause of the damage or loss claimed, except where District itself was actively negligent.

4. Corrective Actions. Owner further agrees that the facilities of the District, including its canal banks and roadways providing access, to which this encroachment applies will be left, following the encroachment, in as good or better condition than they were before this Agreement was entered into. In the event the Manager or Secretary of the District, in his/her sole discretion, determines that the facilities are not left in as good or better condition than before

this Agreement was consummated, Owner agrees to take such corrective action as the Manager directs, at the sole expense of Owner and at no expense to the District. Owner agrees in the event that it fails to make corrections requested by the Manager of the District, that the District may make such corrections at Owner's expense, and the Owner agrees to pay the cost of such corrections in full upon demand by the District and within thirty (30) days with interest accruing thereafter at the rate of one percent (1%) per month on the unpaid balance.

5. Plans and Specifications: Construction.

(a) All encroachments and structures constructed under this Agreement shall be constructed in accordance with plans and specifications and upon locations approved in advance by the District, District's Secretary and/or engineers and applicable local, state and federal laws and regulations now or hereafter adopted, laterals or drain ditches of the District or to make more expensive or to interfere in any manner whatsoever with the construction, operation and maintenance of any part of the levees, impacted irrigation and/or drainage works by the District. IT IS IMPORTANT THAT THE WIDTH OF THE TILE DRAIN LINES AND THE LOCATION OF THE OWNER'S FACILITIES, INCLUDING THE INSTALLATION DEPTH OF SAID TILE DRAIN LINES, SHALL BE ESTABLISHED AND AGREED TO BY THE DISTRICT PRIOR TO THEIR INSTALLATION.

(b) Owner's construction activities shall incorporate requirements noted on plans approved by the District. A copy of these requirements are described in **Exhibits "C" and "D"**, which is incorporated herein by reference. Further, final construction, including appurtenances and the layout and construction of same, shall be in accordance with plans approved in advance by the District and shall not be changed or altered without the express written consent of the District.

(c) The Owner shall call the District Secretary at (209) 946-9675 and District's Engineer at (916) 456-4400 a minimum 48 hours prior to planned construction and shall coordinate all construction activities with the District's Secretary, Alan Coon. Further, routine inspections by District of construction activities such as trenching, backfilling, rock/road base cover, compaction, concreting, etc., are required.

(d) When repairing, maintaining, constructing, repairing and reconstructing Owner encroachments, Owner and/or his contractors shall comply with all applicable requirements of the Clean Air Act, as amended (U.S.C. 1857, et seq., as amended by Public law 91-604), the Federal Water Pollution control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, and all federal, state, and local laws, regulations and guidelines issued thereunder. Further, when and if

necessary prior to performing said operations Owner and/or his contractors shall comply with applicable requirements of OSHA, CAL-OSHA, State of California Department of Industrial Safety and Health Orders, Cal-Trans, and California Health and Welfare laws, regulations and guidelines issued thereunder. Without any limitations by the foregoing, Owner shall obey all other laws, rules and regulations in effect which are enacted by any federal, state or local agency having jurisdiction.

6. Ordinary Maintenance, Repair or Replacement.

(a) Where necessary, and to the extent required to perform ordinary operation, maintenance, and reconstruction functions, the District may request, upon 2 (two) week notice, the removal or relocation of portions of Owner's encroachments and Owner shall perform the required work at no cost to the District. For emergency purposes Owner will be required to remove encroachments immediately upon request by the District. Further, the repair and replacement of Owner encroachments following District maintenance and reconstruction efforts shall be performed by Owner and at the expense of Owner.

(b) Owner further acknowledges that the existing District levee and/or levee toe over which the Owner plans to encroach upon does not presently leak and hereby agrees to pay all cost of repairs or said levee should it be determined by the District Manager or his staff that the subject encroachment has caused leakage or damage to the District levee.

7. Legal Action. In the event either party commences a legal action to enforce any of the terms and conditions of this Agreement, the prevailing party in said action shall be entitled to recover reasonable attorney's fees and costs incurred.

8. Conditions Precedent. Owner acknowledges that all of the foregoing Engineer conditions as set forth in **Exhibit "D"** constitute conditions precedent to the District granting the Agreement herein requested and understands that the Agreement would not have been granted in the absence of Owner meeting and complying with said conditions.

THIS AGREEMENT shall be a covenant running with the Subject Property and shall be binding upon both District and Owner, their successors, heirs and assigns. Further, the District reserves the right to terminate this Agreement upon 60 days notice to the Owner.

IN WITNESS WHEREOF, District and Owner have caused their names to be affixed.



EXHIBIT D  
CONDITIONS PRECEDENT

1. Nature of Encroachment. Rocha and Foppiano L.P. ("Owner") agree and represent that the encroachment to install an underground tile drain and related improvements ("Owner's Facilities") is specific and limited to use by Owner and is not assignable.
2. Map of Encroachment. After the execution of this Agreement Owner may construct and install Owner Facilities as provided in this Agreement including those conditions and terms found Exhibits "B" and "C" and to thereafter provide a detailed written description and location of the new culvert(s).
3. Encroachment Fee. Owner shall pay an annual "encroachment fee" of \$ 100.00 [This annual fee may be waived.].
4. Document Preparation Costs. Within 30 (thirty) days of presentation of an invoice or bill Owner shall reimburse District for all costs and expenses in the creation and negotiation of this Agreement in an estimated sum not to exceed \$ 150.00.
5. Engineering Costs. Within 30 (thirty) days of presentation of an invoice or bill by District's selected engineer shall reimburse District for its payment for the engineer's review and approval of all plans as well as the engineer's post construction review for compliance to the extent said engineering costs not to exceed \$ 200.00.
6. Future Cooperation. Each party to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
7. Tests and Reports. Owner shall, within thirty (30) days of completion of the construction and backfill, provide proof of authorization and compliance with applicable county and state building codes and the rules and regulations issued by the California Department's Fish and Game and Water Resources and/or Department of Water Resources, if appropriate.
8. Advance Notice. Owner shall provide District with a forty-eight (48) hour advance notice prior to any work performed under this Agreement.







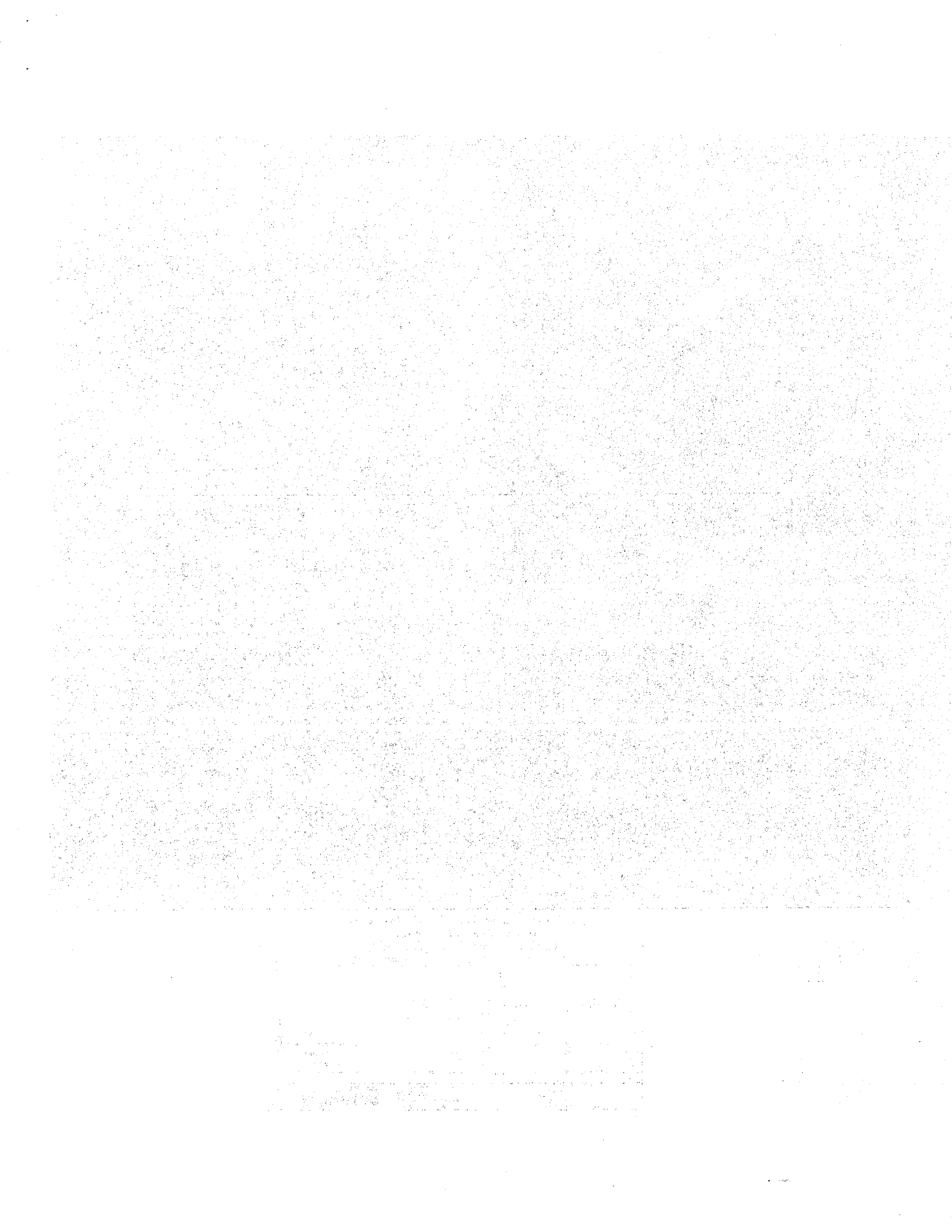
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DEPTH WILL BE DETERMINED BY OUTLET

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**Bilgison**  
CONSULTANTS

56115 SHELBY RD  
MANTON, CA 95254  
TEL: (916) 837-2244  
WWW.BILGISONCONSULTANTS.COM

DATE: 12-8-14  
DRAWN BY: JL KIRK & B. BROWN  
CHECKED BY: JL KIRK & B. BROWN



ATTACHMENT 5D



Water Resources • Flood Control • Water Rights



**SCANNED**

GILBERT COSIO, JR., P.E.  
MARC VAN CAMP, P.E.  
WALTER BOUREZ, III, P.E.  
RIC REINHARDT, P.E.  
GARY KIENLEN, P.E.  
DON TRIEU, P.E.  
DARREN CORDOVA, P.E.  
NATHAN HERSHEY, P.E., P.L.S.  
LEE G. BERGFELD, P.E.  
BEN TUSTISON, P.E.  
THOMAS ENGLER, P.E., CFM  
MICHAEL MONCRIEF, P.E.

ANGUS NORMAN MURRAY  
1913-1985

CONSULTANTS:  
JOSEPH I. BURNS, P.E.  
DONALD E. KIENLEN, P.E.

February 12, 2020

Mr. Alan Coon  
Reclamation District No. 2044  
2575 Grand Canal, Suite 201  
Stockton, CA 95207

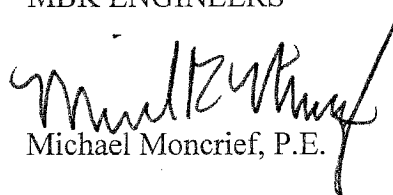
**Subject: MBK Engineers Annual Fee Update**

Dear Mr. Coon:

Past audits and other processes have suggested that Reclamation Districts keep up to date with fees charged by their consultants. Copies of MBK Engineers' 2020 Fee Schedules, effective January 1, 2020 are enclosed. Attachment 1 is the standard schedule of fees; Attachment 2 contains the hourly rates for individuals. Please insert these pages into our existing contract.

If you have any questions, please call me at 916-456-4400.

Sincerely,  
MBK ENGINEERS



Michael Moncrief, P.E.

NL/nh  
4375/2020 FEE SCHEDULES 2020-02-12

Enclosures: 2020 Schedule of Fees  
2020 Hourly Rates for Individuals

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## SCHEDULE OF FEES

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1. Standard Fees:

	<u>Per Hour</u>
Principal/Principal Engineer	\$220–290
Supervising Engineer	180–260
Senior Project Manager	190–260
Project Manager	160–220
Senior Engineer	160–230
Engineer/Hydrologist	130–190
GIS Professional	120–190
Water Resources Associate	110–180
Assistant Engineer	100–160
Prevailing Rate Surveyor, Chief of Party	194
Prevailing Rate Surveyor, Rodman/Chainman	180
GIS Specialist	80–150
Technician/Drafter	80–150
Junior Engineer	75–120
Engineering Aide	50–90
Technical Editor	50–125
3-Person Survey Crew	300
2-Person Survey Crew	265

2. Time spent in appearances at courts or quasi-judicial State or Federal boards and commissions is billed at \$450 per hour for principals and supervising engineers, \$400 per hour for registered engineer staff, and \$250 per hour for other staff.
  
3. Automobile mileage is billed at the Federal reimbursement rate. Local mileage (less than 20 miles) will not be billed.
  
4. All other direct non-salary expense, including transportation and subsistence, long-distance telephone charges, commercial printing, reproduction costs, and similar out-of-pocket expenses are billed at actual cost plus a service charge of 10%. Use of GPS equipment is billed at \$55 per hour. Use of MBK owned boat will be billed at \$135/day. Use of MBK owned drones will be billed at \$145/day. Professional services provided by others billed through MBK at cost plus a service charge of 5%–15%.
  
5. Billings will be made monthly and payment will be due within 45 days. Accounts not paid within 90 days of presentation will bear interest at the rate of 1½% per month or fraction thereof from the billing date unless other arrangements are made in advance.
  
6. If accounts are not paid within 90 days of presentation, the firm may retain an attorney to obtain payment. In the event that it does so and payment of all or part of the account is thereafter obtained, reasonable attorney's fees and other costs incurred to obtain such payment shall also be paid, or if payment is obtained by Judgment, shall be awarded as part of the Judgment.

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**2020 HOURLY RATES FOR INDIVIDUALS**

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		<u>Per Hour</u>
Gilbert Cosio Jr.	Principal Engineer	\$245
Nathan Hershey	Principal	\$245
Michael Moncrief	Principal	\$240
Mike Kynett	Supervising Engineer	\$222
Brian Janowiak	Supervising Engineer	\$218
Emily Pappalardo	Engineer	\$182
Jacob Benton	Assistant Engineer	\$150
Tina Anderson	Project Manager	\$183
Matthew Bachman	Water Resources Associate	\$159
Andrew Reece	Technician/Drafter	\$125
Michael Nishimura	Assistant Engineer	\$112
Prevailing Rate Surveyor	Chief of Party	\$194
Prevailing Rate Surveyor	Rodman/Chainman	\$180

ATTACHMENT 5H



Contract No. 2029-02-2020-1

FORM A-3

## CONTRACT FORM

This agreement, made and entered this \_\_\_\_\_ day of Feb, 2020, by and between Reclamation District No. 2029, hereinafter DISTRICT, and Marchetti Services, hereinafter CONTRACTOR.

For and in consideration of the payments hereinafter specified to be made by DISTRICT, CONTRACTOR agrees at its own proper cost and expense, to do and/or provide the following in accordance with applicable plans and specifications and as directed by DISTRICT:

The project consists of vegetation control, levee maintenance at spot locations along the RD 2029 levee, as per the unit prices shown on Exhibit A.

The total agreed upon price, not to exceed \$5,000, (\$5,000), based on unit prices and proposed applications.

Payment shall be made within sixty (60) days after acceptance of work or portions thereof by DISTRICT or as follows: \_\_\_\_\_

The complete Contract between the DISTRICT and CONTRACTOR shall consist of the following component parts, to wit: This instrument; fully executed; and each of the component parts of the "Contract Documents and Specifications for Empire Tract Levee Maintenance dated February 2020.

This instrument and the other documents mentioned above constitute the complete Contract between the DISTRICT and CONTRACTOR and the said other documents are as fully a part of this Contract as if hereto attached or herein repeated.

As used herein, "INDEMNIFIED PARTIES" collectively refers to all the following: DISTRICT and its board of trustees, officers, agents and employees; and the State of California, and all of its agencies, departments, officers, agents and employees, including but not limited to the Central Valley Flood Protection Board and the Department of Water Resources and their respective officers, agents and employees.

CONTRACTOR shall be responsible for its own work, property, and/or materials until completion and final acceptance of the work by the DISTRICT. In the event of loss or damage, it shall proceed promptly to make repairs or replacement of the damaged work, property, and/or materials at its own expense, as directed by the DISTRICT. CONTRACTOR waives all rights CONTRACTOR might have against DISTRICT for loss of or damage to CONTRACTOR's work, property, or materials. Payment shall not be construed as a waiver of this or of any other terms of the Contract.

CONTRACTOR shall pay for all material, labor, taxes, insurance and other claims, liabilities, and obligations of any nature arising from any aspect of its work performed under this Contract, and shall furnish satisfactory evidence of such payments upon request of DISTRICT. CONTRACTOR agrees to indemnify,

**Contract No. 2029-02-2020-1**

**FORM A-3**

defend, and hold harmless INDEMNIFIED PARTIES from all suits, liens, or other claims of any nature arising from its failure to make such payments.

CONTRACTOR shall provide and maintain at all times during the performance the following insurance:

Workers' Compensation insurance meeting the requirements of both the State of California and the Federal Longshore and Harbor Workers' Compensation Act to the extent applicable, in amounts of not less than \$1,000,000.

Insurance covering Public Liability, Property Damage, and Contractor's Contractual Liability arising out of or relating to CONTRACTOR's performance hereunder (all including but not limited to work performance and the operation of automobiles, trucks and other vehicles) in amounts of not less than \$2,000,000 per occurrence, protecting CONTRACTOR and INDEMNIFIED PARTIES against liability for damages because of injuries (including death) and in an amount of not less than \$2,000,000 per occurrence against liability for damages to property. All of the following shall be named as additional insureds on said policies: "Reclamation District No. 2029 and its board of trustees, officers, agents and employees; and the State of California, and all of its agencies, departments, officers, agents and employees."

All insurance required hereunder shall be maintained in full force and effect in a company or companies satisfactory to DISTRICT, shall be maintained at CONTRACTOR's expense until performance in full hereof and such insurance shall be subject to requirement that DISTRICT must be notified by thirty (30) days' written notice before cancellation of any such policy. In the event of threatened cancellation for non-payment of premium, DISTRICT may pay same for CONTRACTOR and deduct the same payment from amounts then or subsequently owing to CONTRACTOR hereunder.

Evidence of such insurance shall be furnished by CONTRACTOR to DISTRICT upon request.

CONTRACTOR specifically obligates itself to DISTRICT in the following respects (and this agreement is made upon such express condition), to wit:

CONTRACTOR shall protect and keep INDEMNIFIED PARTIES harmless and free from all liability, penalties, losses, damages, costs, expenses, causes of action, claims and judgments resulting from injury or harm to any person or property arising out of or in any way connected with the performance hereof.

CONTRACTOR shall further hold INDEMNIFIED PARTIES harmless from liability or claims for any injuries to or death of CONTRACTOR's employees resulting from any cause whatsoever, and shall indemnify INDEMNIFIED PARTIES for any cost, expense or judgment (including attorney's fees) paid or incurred in that behalf.

CONTRACTOR shall be fully and exclusively responsible for and shall pay when due any and all applicable contributions, allowances or other payments or deductions, however termed, required by union labor agreements now or hereafter in force.

**Contract No. 2029-02-2020-1**

**FORM A-3**

CONTRACTOR shall indemnify INDEMNIFIED PARTIES against, and save them harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenants of this Contract.

At any time before final settlement or adjudication of any loss, damage, liability, claim, demand, suit or cause of action for which CONTRACTOR hereby agrees to indemnify and save INDEMNIFIED PARTIES harmless, DISTRICT may withhold from any payments due or to become due under this Contract the reasonable value thereof, as determined by DISTRICT.

CONTRACTOR specifically agrees that it is, or prior to the start of work hereunder will become, a CONTRACTOR and an employing unit subject as an employer, to all applicable Unemployment Compensation Statutes.

CONTRACTOR further agrees as regards (a) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment; (b) the hire, tenure or conditions of employment of employees and their hours of work and rates of and the payment of their wages; and (c) the keeping of records, making of reports, and the payment, collection, and/or deduction of Federal, State and Municipal taxes and contributions that CONTRACTOR will keep and have available all necessary records and make all payments, reports, collections, deductions, and otherwise do any and all things so as to fully comply with all Federal, State and Municipal laws, ordinances, regulations, and requirements in regard to any and all said matters insofar as they affect or involve the CONTRACTOR's performance of this Contract, all so as to fully relieve INDEMNIFIED PARTIES from and protect it against any and all responsibility or liability therefore or in regard thereto.

CONTRACTOR further agrees as to comply with California Labor Codes including, but not limited to:

- Pursuant to Labor Code section 1771 for contracts over \$1,000.00, this District works with the Compliance Monitoring Unit/Division of Labor Standards Enforcement and requires that all contractors and subcontractors working on this project keep certified payroll records in accordance with Labor Code section 1776, and to submit electronically via the Department of Industrial Relations (DIR) Compliance Monitoring Unit website. For any questions please email [CMU@dir.ca.gov](mailto:CMU@dir.ca.gov) or call 916-263-1811.
- Pursuant to Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered with DIR and qualified to perform public work pursuant to section 1725.5.
- In accordance with the provisions of Labor Code section 1720 et seq., the Division of Labor Standards and Research has determined the general prevailing rates or wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code section 1773.8.
- It shall be mandatory upon the CONTRACTOR herein and upon any subcontractor to pay not less than the said specified rates to all laborers, workers, and mechanics employed by them in the execution of the Agreement pursuant to Labor Code section 1774.
- The CONTRACTOR shall post job site notices, as prescribed by regulation 1771.4(a)(2).

Contract No. 2029-02-2020-1

FORM A-3

The District or District Representative shall make periodic site visits to observe and interview workers regarding the payment of prevailing wages and proper work classifications. CONTRACTOR and each subcontractor shall cooperate and coordinate with the District and provide unaccompanied access to workers on the job site.

Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the requirement to employ apprentices by the CONTRACTOR or any subcontractor under it.


CONTRACTOR and any subcontractors shall be assessed penalties for violating Labor Code sections as stated above and as specified in the Code.

CONTRACTOR certifies that he is aware of the provisions of section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that he will comply with such provisions before commencing the performance of the work of this Contract.

This agreement shall not be modified except by written document executed by the parties hereto.

Marchetti Services

By:

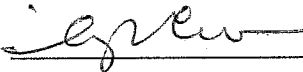


Title:

owner

Reclamation District No. 2029

By:



Title:

Secretary

**APPENDIX A**  
**LABOR COMPLIANCE PROGRAM**

## APPENDIX A LABOR COMPLIANCE PROGRAM

The Federal and State labor law requirements applicable to the contract include but are not limited to the following items:

1. The Contractor's duty to pay prevailing wages under Labor Code section 1770 et seq., should the project exceed the exemption amounts.
2. The Contractor's duty to employ registered apprentices on the public works project under Labor Code section 1777.5.
3. The penalties for failure to pay prevailing wages (for non-exempt projects) and employ apprentices including forfeitures and debarment under Labor Code sections 1775 and 1777.7.
4. The requirement to keep and submit copies upon request of certified payroll records under Labor Code section 1776, and penalties for failure to do so under Labor Code section 1776(g).
5. The prohibition against employment discrimination under Labor Code section 1777.6, the Government Code, and Title VII of the Civil Rights Act of 1964.
6. The prohibition against accepting or extracting kickback from employee wages under Labor Code section 1778.
7. The prohibition against accepting fees for registering any person for public work under Labor Code section 1779, or for filling work orders on public works under Labor Code section 1780.
8. The requirement to list all subcontractors under Public Contracts Code section 4104.
9. The requirement to be properly licensed and to require all subcontractors to be properly licensed and the penalty for employing workers while unlicensed under Labor Code section 1021 and under the California Contractors License Law, found at Business and Professions Code section 7000 et seq.
10. The prohibition against unfair competition under Business and Professions Code section 17200-17208.
11. The requirement that the Contractor be properly insured for Workers' Compensation under Labor Code section 1861.
12. The requirement that the Contractor abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.
13. The Federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers.
14. The requirement to provide itemized wage statements to employees under Labor Code section 226.

Certification:

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of Marchetti Services

2/25/20  
Date

  
Nick Marchetti, Marchetti Services

10/10/2014

10/10/2014

10/10/2014

10/10/2014

10/10/2014

10/10/2014

10/10/2014

10/10/2014

10/10/2014

10/10/2014

**RECLAMATION DISTRICT #2029  
DEBT MANAGEMENT POLICY**

**POLICY #:** 2020-\_\_\_\_  
**SUBJECT:** DEBT MANAGEMENT POLICY  
**EFFECTIVE DATE:** January 29, 2020  
**REVISION DATES:** None  
**RESPONSIBILITY:** BOARD OF TRUSTEES (“Board”)

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**1. INTRODUCTION**

The Debt Management Policy (“Debt Policy”) sets forth the guidelines and formalizes debt issuance and management related policies and procedures for the Reclamation District #2029 aka Empire Tract (the “District”), Stockton, California. The debt policies of the District are subject to and limited by applicable provisions of state and federal law and to prudent debt management principles.

When used in this Policy, “debt” refers to all indebtedness and financing lease and installment purchase obligations.

**2. DEBT POLICY OBJECTIVE**

The primary objectives of the District’s debt and financing related activities are to:

- Maintain cost-effective and prudent fiscal management policies and practices;
- Minimize debt service commitments through effective planning and cash management;
- Maintain transparency;
- Maintain full and complete financial disclosure and reporting;
- Achieve full and timely repayment of debt;
- Comply with Government Code Section 8855(i);
- Comply with all applicable federal and state laws; and

**3. BACKGROUND/PROCEDURES**



Government Code section 8855(i) requires any issuer of public debt to provide the California Debt and Investment Advisory Commission (CDIAC) no later than 30 days prior to the sale of any debt issue a report of the proposed issuance. Effective January 1, 2017, issuers must certify on the Report of Proposed Debt Issuance that they have adopted local debt policies concerning the use of debt and that the proposed issuance is consistent with those policies. The issuer's local debt policies must include the following:

#### **A. Limitations of Debt Issuance**

1. Long-Term Debt. Long-term debt may be issued to finance the construction, acquisition, and rehabilitation of capital improvements and facilities, equipment and land to be owned and operated by the District.
  - (a) Long-term debt financings are appropriate when the following conditions exist:
    - When the project to be financed is necessary to provide basic services.
    - When the project to be financed will provide benefit to constituents over multiple years.
    - When total debt does not constitute an unreasonable burden to the District and its ratepayers.
    - When the debt is used to refinance outstanding debt in order to produce debt service savings or to realize the benefits of a debt restructuring.
    - The additional debt complies with outstanding debt covenants.
  - (b) Long-term debt financings will not generally be considered appropriate for current operating expenses and routine maintenance expenses.
  - (c) The District may use long-term debt financings subject to the following conditions:
    - The project to be financed must be approved by the District's Board.
    - The weighted average maturity of the debt (or the portion of the debt allocated to the project) will not exceed the average useful life of the project to be financed by more than 20%.
    - The District estimates that sufficient revenues will be available to service the debt through its maturity.

- The District determines that the issuance of the debt will comply with the applicable state and federal law.
2. Short-term debt. Short-term debt may be issued to provide interim construction financing for projects that will ultimately be funded by cash, long-term debt or other sources. Short-term debt may also be issued to provide financing for an even cash flow balance. Short-term debt must be fully paid-off within a five-year period or restructured to long-term debt provided that conditions for long-term debt are satisfied.
  3. Governing Law. The District shall issue and manage debt in accordance with limitations and constraints imposed by California law and federal tax law. Such constraints include, but are not limited to, private activity tests, review of eligible projects, spend-down tests and arbitrage rebate limitations.

## **B. Types of Debt Issued**

While the District strives to adhere to the Debt Policy, unforeseen circumstances or extraordinary conditions may require exceptions. Exceptions to the Debt Policy shall be reviewed with the Board for consideration prior to debt issuance.

The following types of debt are allowable under this Debt Policy:

- State and Federal loans, bonds and lease-purchase transactions
- Bank and direct private placement loans
- State revolving loan or other governmental agency
- Lines and letters of credit
- Commercial paper

The District may from time to time find that other forms of debt would be beneficial to further its public purposes and may approve such debt without an amendment of this Debt Policy.

## **C. Debt Issuance**

1. Method of Sale – District and their General Counsel, Accountant and Engineer will decide as to the most effective method to offer securities to investors. Bonds will primarily be sold through competitive sale but may alternatively be sold through negotiated sale due to volatile market conditions, complex security features, or policy goals. Private placement will generally be avoided.
2. Credit Rating – The District seeks to obtain and maintain the highest possible credit rating for all categories of short-term and long-term debt. Ratings may be obtained

from Moody's, Standard and Poor's, Fitch, or other nationally recognized rating agencies.

3. Debt Capacity – The District will keep outstanding debt within the practical limits of the District's debt service coverage ratio, debt rating and other applicable law.

4. Structural Features

- Terms – Debt terms will not exceed the average useful life of the asset.
- Coupon Structure – Debt may include par, premium, discount, and capital appreciation bonds. Coupon structure other than one for par must demonstrate advantageous relative to par bond structure.
- Fixed vs. Variable Rate – Long-term debt shall be issued as fixed rate debt unless the District makes a specific determination as to why a variable rate issue would be beneficial to the District in a specific circumstance.
- Maturity Structure – The District's long-term debt may include serial and term bonds.
- Redemption – The District debt can be issued with call provisions which enable the District to retire the debt earlier or enable the refunding of debt prior to maturity. The District will evaluate the efficiency of call provision alternatives for each transaction when warranted by market conditions and opportunity.
- Tax Exemption – The District will evaluate tax status of any bond sale with bond counsel and comply with all applicable laws and regulations.
- Consultant Assistance – The District shall utilize the services of independent municipal advisors when deemed appropriate by the District Manager and Engineer or his/her designee. The District shall utilize the services of bond counsel on all debt financings. The District, with guidance from the District's General Counsel and Accountant or designee(s) shall have the authority to periodically select service providers necessary to provide direction and meet legal requirement so as to minimize the District's debt cost. Services may include municipal advisory, underwriting, trustee, escrow agent, arbitrage, special tax, or other consulting. To achieve a balance between service and cost, a competitive bid process or sole-source selection should be utilized.

5. Debt Service Reserve – Refer to District's Reserve Policy.

6. Disclosure Procedures – The District shall comply with SEC regulations on disclosures, which requires financial and operating information with the Official Statement and with the Continuing Disclosure Annual Report.

#### **D. Relationship of Debt to Capital Improvement Program and Budget**

The District is committed to long-term capital planning. The District intends to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the District's capital budget and the capital improvement plan.

The District shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of available operating revenues. The District shall seek to avoid the use of debt to fund infrastructure and facilities improvements that are the result of normal wear and tear.

The District shall integrate its debt issuances with the goals of its capital improvement program by timing the issuance of debt to ensure that projects are available when needed in furtherance of the District's public purposes.

The District shall seek to avoid the use of debt to fund infrastructure and facilities improvements in circumstances when the sole purpose of such debt financing is to reduce annual budgetary expenditures.

The District shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its general fund.

#### **E. Policy Goals Related to District's Planning Goals and Objectives**

The District is committed to long-term financial planning, maintaining appropriate reserves levels and employing prudent practices in governance, management and budget administration. The District intends to issue debt for the purposes stated in this Policy and to implement policy decisions incorporated in the District's annual operations budget.

It is a policy goal of the District to protect assessed property owners by utilizing conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.

The District will comply with applicable state and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related assessments, rates and charges.

When refinancing debt, it shall be the policy goal of the District to realize, whenever possible, and subject to any overriding non-financial policy considerations, (i) minimum net present value debt service savings equal to or greater than 3.0% of the

refunded principal amount, and (ii) present value debt service savings equal to or greater than 100% of any escrow fund negative arbitrage.

#### **F. Debt Administration/Internal Control Procedures**

1. When issuing debt, in addition to complying with the terms of this Debt Policy, the District shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.

The District will periodically review the requirements of and will remain in compliance with SEC rules; federal tax compliance requirements, including without limitation arbitrage and rebate compliance; and District's investment policies as they relate to the investment of bond proceeds.

2. Whenever reasonably possible, proceeds of debt will be held by a third-party trustee and the District will submit written requisitions for such proceeds. The District will submit a requisition only after obtaining the signature of the Board and where it is not reasonably possible for the proceeds of debt to be held by a third-party trustee. District shall retain records of all expenditures of proceeds through the final payment date for the debt.
3. Investment of bond proceeds shall be consistent with federal tax requirements and with requirement contained in the indenture or trust agreements.
4. The District shall follow the United States Internal Revenue Service (IRS) guideline for record retention. Currently, records are to be retained for the life of bond plus three (3) years.
5. The District shall engage a qualified firm to perform Arbitrage Rebate Calculations for all District bond issuances and prepare reports and filing documents as necessary. 90% of the Cumulative Rebate Liability (reduced by any applicable computation date credits) is required to be paid to the IRS no later than sixty (60) days after the end of each fifth bond/COP year. 100% of the Cumulative Rebate Liability (reduced by any applicable computation date credits) is required to be paid to the IRS within 60 days of the full defeasance or final maturity of the bonds/COPs.
6. The District shall fully budget all debt service obligations annually. The District will make all debt service payments on time per the bond document schedule.

#### **G. Policy Review**

The District Board, General Counsel, Accountant, Manager and Engineer will review this policy prior to any new debt issuance.

**APPROVED: By the Board of Trustees of District on 3/ /2020 .**