

RECLAMATION DISTRICT NO. 2029
Clearsutes Conference Room
400 E. Kettleman Lane
Lodi, CA

PLEASE TAKE NOTICE that on Thursday, August 3, 2023 at 9:00 a.m. the Board of Trustees of Reclamation District No. 2029 will meet at the conference room located at Clearsutes at 400 E. Kettleman Lane. The public is invited to participate during the open portion of the meeting at the Primary Location. The District's Board reserves the right to advance items or consider matters out of order. Representative(s) for District's engineers, MBK Engineers, may appear telephonically or by Zoom.

1. Public Comment: Public comment is to begin promptly at 9:00 a.m. Any matters related to the District's business. [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. Secretary's Report: Current state of warrants and interest rate; 2022-2023 P/L Statement; proposed Budget; energy costs (application for partial reimbursement); there may be a status update of Solar Project; Update on Empire Tract Road Abandonment; and General Liability Policy (July. 1, 2023 renewal).
3. Manager's Report: This report may be presented orally and will include information regarding landowner fire, July 4th Holiday weekend, trespassing issues and tbd. Levee Weed Control.

Note: Persons needing disability-related modification or accommodation in order to participate in this meeting, should contact the Secretary of the Board at (209) 946-9675 at least 48 hours prior to the start of the meeting. [Government Code §54954.2(a)]

The Agenda Package material may be reviewed at the Main Office of Reclamation District #2029 ("District"), 400 E. Kettleman Lane, Suite 20-K, during normal business hours. Please contact the office via email arcoo@arcoo.com to obtain a copy of the Agenda Package. Persons requesting a copy may be charged a small fee for copying the Agenda Package.

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the district is governed by §1094.6 of the Code of Civil Procedure, unless a shorter limitations period is specified by any other provision. Under §1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the district must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. Persons wishing to challenge the nature of the above section in court, may be limited to raising only those issues that were raised at the meeting described in this notice, or in written correspondence delivered to the district at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies

4. Engineer's Report: Please see attached July 2023 Engineer's Report incorporated herein by reference. There may be additional items added to or modified in the Action Items listed below.

5. Action Item(s):

NOTE: The Board may consider and discuss all action items before universal Motion to Approve or Reject.

A. Approval of Minutes of Meeting held on November 2022 which will be presented at meeting following Board Member review;

B. Approve and ratify payment of insurance for policy period 2023-2024;

C. Amendment to Bylaws (minor corrections and new address);

D. Consider approving Schwartz, Giannini, Lantsberger to prepare audit for FY 2022-2023 and approve Secretary to sign letter of engagement;

E. Consider approving hiring new independent contractor to replace Diane Dias (see draft Agreement for consideration);

F. Action to approve working budget and discussion regarding status of warrants (debt) including interest rate, current assessments for 2023-2024;

G. Consider authorization and discretion to submit Final Claim package for 2021-2022 Subvention as within the Board's originally approved submission and DWR Work Agreement (MBK to provide update above during Engineer's Report);

H. Consider action related to security for District and Landowners, directing and authorizing procurement of said security (infrastructure, cameras, patrols, etc. and all related matters

I. Consider authorization and discretion to modify 2022-2023 Subvention submission

Note: Persons needing disability-related modification or accommodation in order to participate in this meeting, should contact the Secretary of the Board at (209) 946-9675 at least 48 hours prior to the start of the meeting. [Government Code §54954.2(a)]

The Agenda Package material may be reviewed at the Main Office of Reclamation District #2029 ("District"), 400 E. Kettleman Lane, Suite 20-K, during normal business hours. Please contact the office via email arcoon@arcoonlaw.com to obtain a copy of the Agenda Package. Persons requesting a copy may be charged a small fee for copying the Agenda Package.

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the district is governed by §1094.6 of the Code of Civil Procedure, unless a shorter limitations period is specified by any other provision. Under §1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the district must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. Persons wishing to challenge the nature of the above section in court, may be limited to raising only those issues that were raised at the meeting described in this notice, or in written correspondence delivered to the district at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies

addressing, among other conditions, recent HMP Survey Report and seeking further direction to authorize submission of necessary application for Permits as required by State for waterside repairs;

J. Consider request from Medford Island regarding (i) abandonment of Empire Tract Road, and then (ii) repair of Medford Ramp (see June 15 2022 email). Note: This matter may trail following discussion in Closed Session; and

6. Informational Items;

F & M rate increase

7. Closed Session: (a) Conference with Legal Counsel – Existing Litigation (Appeal). Govt. Code §54956.9 (a) *Campagna et al v. RD #2029* STK-CV-UED-2018-5895 Complaint; (b) Conf. with Legal Counsel – Potential Litigation, One Matter. Govt. Code §54956.9(a), (c) and (d); and (c) Negotiations for ETR Abandonment and Medford Island Ramp Encroachment. Govt. Code §54956.8 (Conf. with Gen. Counsel).

8. Adjournment:

Dated: July 26, 2023



Alan Richard Coon, Secretary
Reclamation District No. 2029

Note: Persons needing disability-related modification or accommodation in order to participate in this meeting, should contact the Secretary of the Board at (209) 946-9675 at least 48 hours prior to the start of the meeting. [Government Code §54954.2(a)]

The Agenda Package material may be reviewed at the Main Office of Reclamation District #2029 ("District"), 400 E. Kettleman Lane, Suite 20-K, during normal business hours. Please contact the office via email arcoon@arcoonlaw.com to obtain a copy of the Agenda Package. Persons requesting a copy may be charged a small fee for copying the Agenda Package.

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the district is governed by §1094.6 of the Code of Civil Procedure, unless a shorter limitations period is specified by any other provision. Under §1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the district must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. Persons wishing to challenge the nature of the above section in court, may be limited to raising only those issues that were raised at the meeting described in this notice, or in written correspondence delivered to the district at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies

ATTACHMENT 2

Reclamation District #2029
Expenses by Vendor Detail
 July 2022 through June 2023

Type	Date	Num	Memo	Account	Clr	Amount	Balance
Alan R. Coon							
Bill	08/28/2022	686	686	Alan R. Coon		5,355.23	5,355.23
Bill	11/20/2022	690	690 August - Oct	Alan R. Coon		5,004.00	10,359.23
Bill	02/07/2023	692	692 November-December	Alan R. Coon		6,789.00	17,148.23
Bill	03/20/2023	697	January and February 2023	Alan R. Coon		3,231.35	20,379.58
Bill	06/05/2023		March - April 2023	Alan R. Coon		5,928.00	26,307.58
Bill	06/27/2023	703	May and June	Alan R. Coon		3,216.00	29,523.58
Total Alan R. Coon						29,523.58	29,523.58
Asta Construction Co., Inc.							
Bill	10/24/2022	5853	Erosion Repair Project Inv. 5853	Emergency Work		24,999.00	24,999.00
Total Asta Construction Co., Inc.						24,999.00	24,999.00
Brown & Brown Insurance Services							
Credit	06/26/2023	2024	2023-2024	General/Liability Ins...		-6,667.00	-6,667.00
Bill	06/27/2023	2023-...	2023-2024	General/Liability Ins...		6,667.00	0.00
Total Brown & Brown Insurance Services						0.00	0.00
CA Department of Tax and Fee Administrati							
Bill	01/09/2023	L0018...	094-000720	water rights		2,514.18	2,514.18
Bill	05/12/2023	094-0...	094-000720	water rights		458.18	2,972.36
Total CA Department of Tax and Fee Administrati						2,972.36	2,972.36
California Special Districts Association							
Bill	10/01/2022	4419 ...	2023 Membership	Assessments/Dues		378.00	378.00
Total California Special Districts Association						378.00	378.00
Celli Ranches Inc							
Bill	03/06/2023	1302	LEvee Patrol Flood WAtch	Emergency Flood 20...		7,848.00	7,848.00
Total Celli Ranches Inc						7,848.00	7,848.00
Central Delta Water Agency							
Bill	09/06/2022	2022-...	2022-2023	Central Delta Water		1,533.26	1,533.26
Total Central Delta Water Agency						1,533.26	1,533.26
D.A. Archer Excavating							
Bill	09/01/2022	22-41	Canal Cleaning	Ditch Cleaning		14,875.00	14,875.00
Bill	12/09/2022	22-33	Mowing leveees	Levee Maintenance		15,459.00	30,334.00
Total D.A. Archer Excavating						30,334.00	30,334.00

**Reclamation District #2029
Expenses by Vendor Detail
July 2022 through June 2023**

Type	Date	Num	Memo	Account	Clr	Amount	Balance
Delta Growers, Inc.							
Bill	11/30/2022	93366	9366	Chemical		6,765.09	6,765.09
Bill	11/30/2022	93359	93359	Chemical		4,392.00	11,157.09
Bill	11/30/2022	93360	93360	Chemical		2,091.80	13,248.89
Bill	11/30/2022	93197	93197	Chemical		497.78	13,746.67
Bill	03/28/2023	94034	94034	Chemical		9,549.87	23,296.54
Bill	03/31/2023	94063	94063	Chemical		300.46	23,597.00
Credit	04/03/2023	94123	94123	Chemical		-1,101.54	22,495.46
Bill	05/01/2023	94329	94329	Chemical		4,242.94	26,738.40
Bill	05/01/2023	94330	94330	Chemical		1,945.80	28,684.20
Total Delta Growers, Inc.						28,684.20	28,684.20
Delta Protection Service							
Bill	07/11/2022	49939	Security Guard 6/28-7/4	Delta Protection Ser...		1,181.25	1,181.25
Bill	06/27/2023		Security Guard 6/28-7/4	Delta Protection Ser...		2,500.00	3,681.25
Total Delta Protection Service						3,681.25	3,681.25
Diane Dias							
Check	07/24/2022	2341	August	Secretarial Services		600.00	600.00
Check	08/31/2022	2346	Setember and audit prep	Secretarial Services		600.00	1,200.00
Check	08/31/2022	2346	4 hours audit prep	Secretarial Services		400.00	1,600.00
Check	09/27/2022	2357	October	Secretarial Services		600.00	2,200.00
Check	11/07/2022	2365	Novembe	Secretarial Services		600.00	2,800.00
Check	12/04/2022	2371	December	Secretarial Services		600.00	3,400.00
Check	01/04/2023	2380	January	Secretarial Services		600.00	4,000.00
Check	02/07/2023	2392	February and Form 700	Secretarial Services		675.00	4,675.00
Check	03/06/2023	2401	March	Secretarial Services		600.00	5,275.00
Check	04/03/2023	2411	April	Secretarial Services		600.00	5,875.00
Check	04/30/2023	2419	May	Secretarial Services		600.00	6,475.00
Check	06/06/2023	2433	June	Secretarial Services		600.00	7,075.00
Check	06/27/2023	2444	July	Secretarial Services		600.00	7,675.00
Total Diane Dias						7,675.00	7,675.00
James Harvey							
Check	07/24/2022	2340	August	Managerial		2,000.00	2,000.00
Check	08/31/2022	2345	September	Managerial		2,000.00	4,000.00
Check	09/27/2022	2356	October	Managerial		2,000.00	6,000.00
Check	11/07/2022	2364	November	Managerial		2,000.00	8,000.00
Check	12/04/2022	2370	December	Managerial		2,000.00	10,000.00
Check	01/04/2023	2379	January	Managerial		2,000.00	12,000.00
Check	02/07/2023	2393	February	Managerial		2,000.00	14,000.00
Check	03/06/2023	2400	March	Managerial		2,000.00	16,000.00
Check	04/03/2023	2410	April	Managerial		2,000.00	18,000.00
Check	04/30/2023	2418	May	Managerial		2,000.00	20,000.00

Reclamation District #2029
Expenses by Vendor Detail
 July 2022 through June 2023

Type	Date	Num	Memo	Account	Clr	Amount	Balance
Check	06/06/2023	2434	June	Managerial		2,000.00	22,000.00
Check	06/27/2023	2443	July	Managerial		2,000.00	24,000.00
Total James Harvey						24,000.00	24,000.00
Katie Wiley							
Bill	11/06/2022	10/19/...	Web posting	Professional Services		45.00	45.00
Bill	02/07/2023		Web posting	Professional Services		100.00	145.00
Bill	04/06/2023	1/13 3...	Web posting	Professional Services		150.00	295.00
Total Katie Wiley						295.00	295.00
Kronick Moskovitz Tiedemann & Girard							
Bill	08/02/2022	304892	304892	Campagna Realty S...		552.50	552.50
Bill	12/08/2022	306120	306120	Campagna Realty S...		617.50	1,170.00
Bill	02/06/2023	306766	306766	Campagna Realty S...		130.00	1,300.00
Bill	04/10/2023	307428	307428	Campagna Realty S...		715.00	2,015.00
Bill	05/08/2023	307428	307428	Campagna Realty S...		715.00	2,730.00
Bill	05/08/2023	307718	307718	Campagna Realty S...		1,625.00	4,355.00
Bill	06/07/2023	308066	308066	Campagna Realty S...		3,932.50	8,287.50
Bill	06/26/2023	308312	308312	Campagna Realty S...		2,567.50	10,855.00
Total Kronick Moskovitz Tiedemann & Girard						10,855.00	10,855.00
MBK							
Bill	08/18/2022	22-07-...	22-07-4300.1	Subventions Engine...		3,089.79	3,089.79
Bill	08/31/2022	22-08-...	22-08-4300.1	Subventions Engine...		3,432.25	6,522.04
Bill	09/30/2022	22-09-...	22-09-4300.1	Subventions Engine...		4,742.50	11,264.54
Bill	10/31/2022	22-10-...	22-10-4300.1	Subventions Engine...		3,089.10	14,353.64
Bill	11/30/2022	22-11-...	22-11-4300.1	Subventions Engine...		5,620.01	19,973.65
Bill	03/05/2023	22-12-...	22-12-4300.1	Subventions Engine...		1,323.13	21,296.78
Bill	03/10/2023	10250	10250	Five Year Plan		206.25	21,503.03
Bill	03/10/2023	10249	10249	Subventions Engine...		16,534.05	38,037.08
Bill	04/06/2023	10406	10406	Subventions Engine...		1,452.68	39,489.76
Bill	04/19/2023	10588	10588 - Five Year Plan	Five Year Plan		1,452.68	40,942.44
Bill	04/24/2023	10665	Subventions	Subventions Engine...		3,339.96	44,282.40
Bill	05/17/2023	10994	Subventions	Subventions Engine...		3,951.13	48,233.53
Bill	06/15/2023	11282	Subventions 11828	Subventions Engine...		8,125.43	56,358.96
Total MBK						56,358.96	56,358.96
Moormans Water Systems, Inc.							
Bill	10/21/2022	6868/...	Pump	Pump House Repair...		2,025.18	2,025.18
Bill	01/20/2023	17116	South Pump	Pump House Repair...		4,665.00	6,690.18
Bill	01/20/2023		Pump Station #1	Pump House Repair...		22,180.00	28,870.18
Bill	02/23/2023	17329	South Pump 17329	Pump House Repair...		26,820.00	55,690.18
Bill	03/21/2023	17252	Pump #4	Pump House Repair...		616.46	56,306.64
Total Moormans Water Systems, Inc.						56,306.64	56,306.64

**Reclamation District #2029
Expenses by Vendor Detail
July 2022 through June 2023**

Type	Date	Num	Memo	Account	Clr	Amount	Balance
PG&E							
Bill	07/22/2022	1499 ...	1499 6/225-7/22	1499889829-1		9,235.22	9,235.22
Bill	07/22/2022	1624 ...	1624 6/225-7/22	1624889821-1		27.47	9,262.69
Bill	08/23/2022	1624 ...	1624 7/22-8/22	1624889821-1		29.30	9,291.99
Bill	08/23/2022	1499 ...	1499 7/22-8/22	1499889829-1		11,053.50	20,345.49
Bill	09/22/2022	1499 ...	1499 8/23-9/22	1499889829-1		6,582.77	26,928.26
Bill	09/22/2022	1624 ...	1499 8/23-9/22	1624889821-1		27.47	26,955.73
Check	09/27/2022	2350	To 3/23/2012	Utilities	X	0.00	26,955.73
Bill	10/21/2022	1499 ...	1499 9/22-10/20	1499889829-1		4,223.88	31,179.61
Bill	10/21/2022	1624	1624 9/22-10/20	1624889821-1		153.48	31,333.09
Bill	11/21/2022	14991...	1499 10/21-11/20	1499889829-1		9,105.22	40,438.31
Bill	11/21/2022	1624 ...	1624 10/21-11/20	1624889821-1		28.39	40,466.70
Bill	12/21/2022	14991...	1499 11/21-12/20	1499889829-1		22,359.80	62,826.50
Bill	12/30/2022	1624	1624 11/21/12/20	1624889821-1		27.47	62,853.97
Bill	01/23/2023	1624	1624 12/21-1/22	1624889821-1		30.21	62,884.18
Bill	02/07/2023	1499	1499 12/21-1/22	1499889829-1		29,850.21	92,734.39
Bill	02/22/2023	1499 ...	1499 1/23-2/21	1499889829-1		23,614.56	116,348.95
Bill	03/23/2023	1499 ...	1499 2/22-3/22	1499889829-1		15,098.41	131,447.36
Bill	04/24/2023	1499 ...	1499	1499889829-1		5,800.53	137,247.89
Bill	04/27/2023	1624 ...	1624 3/23-4/23	1624889821-1		1,198.14	138,446.03
Bill	05/23/2023	1624 ...	1624 4/24-5/23	1624889821-1		26.55	138,472.58
Bill	05/23/2023	1499 ...	1499 4/24-5/23	1499889829-1		2,153.16	140,625.74
Bill	06/22/2023	16245...	1624 5/23-6/21	1624889821-1		27.47	140,653.21
Bill	06/22/2023	1499 ...	1499 5/23-6/21	1499889829-1		7,740.47	148,393.68
Total PG&E						148,393.68	148,393.68
San Joaquin Co. Mosquito & Vector Control							
Bill	01/23/2023	2022-...	Assessment 069-010-10 2021-22	San Joaquin Vector ...		50.14	50.14
Total San Joaquin Co. Mosquito & Vector Control						50.14	50.14
Sarale Trucking							
Bill	01/12/2023	2302	Emergency Work Inv. 2302	Emergency Work		5,600.00	5,600.00
Bill	03/16/2023	2320	Emergency Work Inv. 2320	Emergency Work		1,300.00	6,900.00
Total Sarale Trucking						6,900.00	6,900.00
Schwartz, Giannini, Lantsberger & Adamson							
Bill	08/31/2022	60805	60805	Schwartz, Ford & Gi...		4,500.00	4,500.00
Bill	02/01/2023	61469	1099 Prep	Schwartz, Ford & Gi...		250.00	4,750.00
Total Schwartz, Giannini, Lantsberger & Adamson						4,750.00	4,750.00
SJ County & Delta Water Quality							
Bill	05/01/2023	2023-...	2023-2024	SJ County & Delta ...		62.50	62.50
Total SJ County & Delta Water Quality						62.50	62.50

7:40 PM

07/25/23

Accrual Basis

Reclamation District #2029
Expenses by Vendor Detail
 July 2022 through June 2023

Type	Date	Num	Memo	Account	Clr	Amount	Balance
Stagi Enterprises							
Bill	11/21/2022	213	Spraying land side and water side	Levee Maintenance		6,600.00	6,600.00
Bill	03/29/2023	222	Vegetation Managemenet	Levee Maintenance		6,200.00	12,800.00
Bill	05/31/2023	237	237 2 of 4	Levee Maintenance		6,200.00	19,000.00
Total Stagi Enterprises						<u>19,000.00</u>	<u>19,000.00</u>
The Record							
Bill	04/01/2023	845502	Publication	Stockton Record		150.95	150.95
Total The Record						<u>150.95</u>	<u>150.95</u>
Valley Pacific Petroleum Services, Inc.							
Bill	01/23/2023	23-63...	Inv. 500996	Pump Oil and Maint...		924.94	924.94
Total Valley Pacific Petroleum Services, Inc.						<u>924.94</u>	<u>924.94</u>
Van Duyn Family Farms, Inc.							
Bill	01/20/2023	2738	Sandbags, generator, etc.	Emergency Work		15,128.36	15,128.36
Total Van Duyn Family Farms, Inc.						<u>15,128.36</u>	<u>15,128.36</u>
TOTAL						<u><u>480,804.82</u></u>	<u><u>480,804.82</u></u>

RD 2029
CURRENT WARRANT LIST

Warrant Number	Amount	Interest Rate		balance left at coun
965	\$5,000.00	3.25%	PAID 2/17/2023	\$247.09
966	\$5,000.00	3.25%	PAID 2/17/2023	\$247.09
967	\$5,000.00	3.25%	PAID 2/17/2023	\$247.09
968	\$5,000.00	3.25%	PAID 2/17/2023	\$247.09
969	\$5,000.00	3.25%	PAID 2/17/2023	\$236.40
970	\$5,000.00	3.25%	PAID 2/17/2023	\$236.40
971	\$5,000.00	3.25%	PAID 2/17/2023	\$236.40
972	\$5,000.00	3.25%	PAID 2/17/2023	\$219.04
973	\$5,000.00	3.25%	PAID 2/17/2023	\$219.04
974	\$5,000.00	3.25%	PAID 2/17/2023	\$219.04
975	\$5,000.00	3.25%	PAID 2/17/2023	\$207.91
976	\$5,000.00	3.25%	PAID 2/17/2023	\$207.91
977	\$5,000.00	3.25%	PAID 2/17/2023	\$207.91
978	\$10,000.00	3.25%	PAID 2/17/2023	\$398.90
979	\$10,000.00	3.25%	PAID 2/17/2023	\$398.90
980	\$10,000.00	3.25%	PAID 2/17/2023	\$398.90
981	\$10,000.00	3.25%	PAID 2/17/2023	\$398.90
982	\$5,000.00	3.25%	PAID 2/17/2023	\$199.45
983	\$5,000.00	3.25%	PAID 2/17/2023	\$199.45
984	\$5,000.00	3.25%	PAID 2/17/2023	\$199.45
	\$130,000.00			\$5,690.58
985	\$10,000.00	4.00%		
986	\$10,000.00	4.00%		
987	\$10,000.00	4.00%	456.78	
988	\$10,000.00	4.00%	456.78	
989	\$10,000.00	4.00%	456.78	
990	\$10,000.00	4.00%	456.78	
991	\$10,000.00	4.00%	456.78	
992	\$5,000.00	4.00%	201.68	
993	\$5,000.00	4.00%	201.68	
994	\$5,000.00	4.00%	201.68	
995	\$5,000.00	4.00%	201.68	
996	\$10,000.00	4.00%		
997	\$10,000.00	4.00%		
998	\$10,000.00	4.00%		
999	\$10,000.00	4.00%		
1000	\$10,000.00	4.00%		
1001	\$10,000.00	4.00%		
1002	\$5,000.00	4.00%		

RD 2029
CURRENT WARRANT LIST

Warrant Number	Amount	Interest Rate		balance left at coun
1003	\$5,000.00	4.00%		
1004	\$5,000.00	4.00%		
1005	\$5,000.00	4.00%		
1006	\$5,000.00	4.00%		
1007	\$5,000.00	4.00%		
1008	\$5,000.00	4.00%		
1009	\$5,000.00	4.00%		
1010	\$5,000.00	4.00%		
1011	\$5,000.00	4.00%		
1012	\$5,000.00	4.00%		
1013	\$5,000.00	4.00%		
1014	\$5,000.00	4.00%		
1015	\$5,000.00	4.00%		
1016	\$5,000.00	4.00%		
1017	\$5,000.00	4.00%		
1018	\$5,000.00	4.00%		
1019	\$5,000.00	4.00%		
1020	\$5,000.00	4.00%		
1021	\$10,000.00	4.00%		
1022	\$10,000.00	4.00%		
1023	\$10,000.00	4.00%		
1024	\$10,000.00	4.00%		
1025	\$5,000.00	5.50%		
1026	\$5,000.00	5.50%		
1027	\$5,000.00	5.50%		
1028	\$5,000.00	5.50%		
1029	\$5,000.00	5.50%		
1030	\$5,000.00	5.50%		
1031	\$5,000.00	5.50%		
1032	\$5,000.00	5.50%		
1033	\$5,000.00	5.50%		
1034	\$5,000.00	5.50%		
1035	\$5,000.00	5.50%		
1036	\$5,000.00	5.50%		
1037	\$5,000.00	5.50%		
1038	\$5,000.00	5.50%		
1039	\$5,000.00	5.50%		
1040	\$5,000.00	5.50%		
1041	\$5,000.00	5.50%		
1042	\$5,000.00	5.50%		
1043	\$5,000.00	7.00%		

RD 2029
CURRENT WARRANT LIST

Warrant Number	Amount	Interest Rate		balance left at coun
1044	\$5,000.00	7.00%		
1045	\$5,000.00	7.00%		
1046	\$5,000.00	7.00%		
1047	\$10,000.00	7.00%		
1048	\$10,000.00	7.00%		
1049	\$10,000.00	7.00%		
1050	\$10,000.00	7.00%		
1051	\$10,000.00	7.00%		
1052	\$10,000.00	7.00%		
1053	\$10,000.00	7.00%		
1054	\$5,000.00	7.00%		
1055	\$5,000.00	7.00%		
1056	\$5,000.00	7.00%		
1057	\$5,000.00	7.00%		
1058	\$5,000.00	7.00%		
1059	\$5,000.00	7.00%		
1060	\$5,000.00	7.00%		
1061	\$5,000.00	7.00%		
1062	\$5,000.00	7.00%		
1063	void	7.00%		
1064	void	7.00%		
1065	\$10,000.00	7.00%		
1066	\$10,000.00	7.75%		
1067	\$10,000.00	7.75%		
1068	\$10,000.00	7.75%		
1069	\$10,000.00	7.75%		
1070	\$10,000.00	7.75%		
1071	\$10,000.00			
1072	\$10,000.00			
1073	\$10,000.00			
1074	\$10,000.00			
1075	\$5,000.00			
1076	\$5,000.00			
1077	\$5,000.00			
1078	\$5,000.00			
1079	\$5,000.00			
1080	\$5,000.00			
1081	\$5,000.00			
1082	\$5,000.00			
1083	\$5,000.00			
1084	\$5,000.00			

RD 2029
CURRENT WARRANT LIST

Warrant Number	Amount	Interest Rate		balance left at coun
1085	\$5,000.00			
1086	\$5,000.00			
1087	\$5,000.00			
1088	\$5,000.00			
	\$575,000.00			
OUTSTANDING				

ATTACHMENT 4



Water Resources ♦ Flood Control ♦ Water Rights

MEMORANDUM

August, 2023

TO: Reclamation District No. 2029
FROM: Michael Moncrief
SUBJECT: August 2023 Engineer's Report

Board Members and Representatives:

Described below are the engineering items to be discussed at your August 2023 meeting.

2021-22 Subventions – Your 2021-2022 final claim reimbursement should have been received.

2022-23 Subventions Program – MBK will begin to prepare the District's Subventions claim in July; please submit all invoices as soon as possible. Any levee logs to support District expenses related to levee patrols would be required for reimbursement of those expenses. This was a significant deduction in 2021-22.

Subventions 2023-24 – Your approved application was submitted for the upcoming Subventions year. At this time, this is the last year where the program has dedicated funding. This program year will have \$12.5 Million available for reimbursement of eligible claim items. We continue to work with the State on obligating more funds to this vital program.

Summer-Fall 2023 Monitoring-Maintenance Activities – Flood season preparation

- 1) **Erosion Repair** – There are over 40 sites that need to be addressed and prioritized for repairs. We recommend utilizing the submitted LSAA with CDFW (# 1600-2016-0367-R3 which is active through 2025) to have permit coverage to perform the repairs, starting with the most critical this later summer/fall. Work outside this permit coverage could be done under your RMA over several years. These existing permits would not be enough for FEMA work to be approved, but for non-FEMA work it would provide you the coverage you need. Estimated cost for all erosion repairs is over \$1,000,000. Critical, serious and monitor site lists have been sent to the District; MBK strongly recommends repairing all critical sites in year 1 and all serious sites in year 2. Potential flood fighting for serious sites may be required this flood season. A bid is prepared to solicit numbers for Critical sites; we recommend awarding to lowest responsive contractor immediately.
- 2) **Seepage Repair and monitoring** – Seepage on the southeast corner and northeast corner needs to be monitored. There is a proposal to perform a deep exploratory trench along the southeast corner where seepage has annually been uncontrolled. Remediation actions will be determined based on this evaluation. Budget to trench this site is Not to exceed \$10,000 with a contractor and geotechnical engineer to support design considerations.
- 3) **Levee sloughing, cracking, rodent repairs, landside anomalies** – The District should consider a contract to repair and investigate landside cracking, sloughs and voids in the slope and toe of the levee at multiple locations. This can be done with sole-source contracting starting at our most vulnerable locations to investigate and explore necessary repair or rehabilitation needs. This work should be monitored by MBK or a geotechnical engineer. Consider a budget of \$25,000 to focus on most active areas first.

- 4) Roadway Maintenance –Roadway rutting, gravel repairs have been done recently, potential need for additional road work may be required this year. Consider placeholder for additional funds for roadway maintenance, grading and supplemental rock, as necessary. The Districts recent HMP survey showed multiple areas of the levee have settled below the necessary HMP flood protection elevation which provides 1-foot of freeboard above the 100-year flood. The District must start budgeting to raise the levee at these critical locations.
- 5) Vegetation Control, spraying as necessary and mowing or livestock. Much of this has been landowner responsibilities on the landside of the levee. Spraying costs could be higher, if contracted consider a budget of at least \$25,000. All efforts to clear and cut landside slope vegetation once the levees have tightened up is important every year.
- 6) Animal Control, as necessary. Consider repairing and installing new bait boxes on landside slope of levees and perform repairs of rodent activity. \$5,000
- 7) Pumpstation repairs to main pumphouse: any additional pipe/pump issues to address? Harris valve replacement; shifting pumps on platforms? What is the status of the District pumpstations?

**TOTAL BUDGET CONSIDERATION for additional Repairs, or Maintenance work for 2023-24
\$350,000 - \$400,000**

This budget estimate is regardless of reimbursement (Subventions/FEMA). The Subventions Program only has guaranteed funding through 2023-24 fiscal year at this point. The work to be performed may be submitted to FEMA but there is no certainty that it will be eligible for those funds. FEMA project costs are higher due to the additional permitting element for any waterside repairs. This annual amount should be sustained for several years to regain the HMP levee configuration throughout the system, and address all erosion repairs. Any deferred actions will only compound and conditions will deteriorate further making repairs and rehabilitation more expensive over time.

FEMA/OES Coordination – The District and MBK are wrapping up data entry and project fling with FEMA to support obligation of projects and management review to determine eligibility. Ongoing coordination will be required to support processing through OES once the State receives obligation and funding from FEMA.

Delta Adapts – The DSC held a Delta Adapts Stakeholder Workgroup meeting on June 6. The DSC presented the latest adaptation plans based on feedback received from 3-4 meetings of the 4 focus groups in the areas of Ecosystem, Flood, Water Supply and Agriculture. They also reported that they received input from 35 Delta growers. Unfortunately, there were very few Delta stakeholders participating in the Stakeholder Workgroup meeting. The majority of attendees were state personnel associated with planning and ecosystem improvements.

The DSC Delta Adapts group is still planning for 3 main scenarios of ecosystem improvement. Attached are the summary data and maps for each of the 3 scenarios. Note that all 3 assume over \$3 billion will be invested in levees to keep up with climate change and sea level rise. This is on top of the estimated \$1.4 billion to get all levees up the DWR Bulletin 192-82 standard.

The 3 ecosystem scenario system has been part of the Delta Adapts adaptation strategy for a while, except that it appears increasing flood plain habitat is no longer a major emphasis. Scenario 1 is typical to past presentations as it focuses on habitat improvements on public lands. Scenario 2 adds rice cultivation to deeply subsided ground. However, the map indicates areas that currently support permanent crops will be converted to rice. Scenario 3 shows the same rice cultivation areas, but reduces some of the non-tidal and tidal habitat acres. Both Scenarios 2 & 3 show development of tidal habitat on a significant part of the Suisun Marsh.

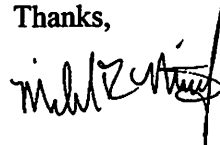
Note the statistics on each of the maps showing costs and loses to cropped ground, ag jobs, and gross revenue. Comments were made that the cost of habitat restoration is too low, both in capital costs and also needs to have maintenance costs added. Finally, construction on levees is estimated to add over 25,000 jobs. When questioned about this, the consultant said that came from a table that based jobs on total project cost. That much levee work would take many years, so the construction job estimate is too high.

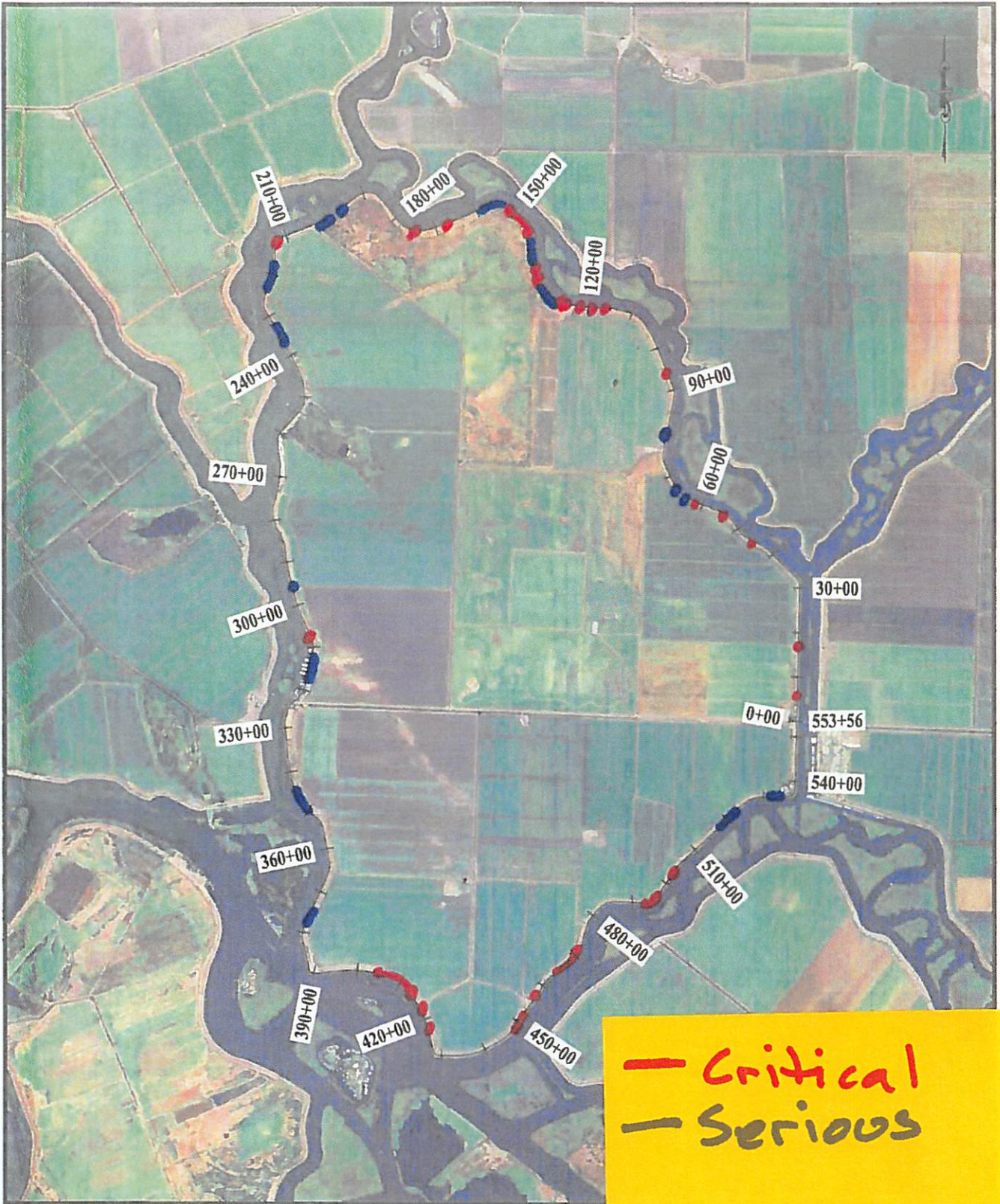
Delta Independent Science Board – The DISB met on June 14. It continued its seminar series on Decision Making Under Deep Uncertainty. The DISB briefly went through comments received on its prospectus to study subsidence and noted that the prospectus will go through a final revision and levee stability will be focused on in more detail.

Delta Plan Restoration Forum – DPIIC’s restoration forum planning subcommittee met on June 15. The meeting first heard a recap of the inaugural forum which took place in February 2023. The next forum is planned for late October/early November. The subcommittee hopes to better reach out to local Delta stakeholders since their presence was minimal at the first forum. In addition, the subcommittee is seeking out local Delta stakeholders who can report out on habitat projects, changing farming practices to rice cultivation, or any opportunities local parties can suggest for future restoration.

Delta Stewardship Council – The DSC met June 22. During the Executive Officer’s report, she reported that the 30-day review of the Prospect Island consistency filing ended on June 29. She also reported that a meeting with the MWD General Manager was encouraging because MWD is working on becoming self-reliant and in the future would rely less on the Delta. The Delta Watermaster, Jay Ziegler, reported that the 2023 Delta Drought Response Program has awarded grants to 61 projects totaling over 16,000 acres. Last year the program consisted of 33 grants covering 8850 acres and water savings from the 2022 program was estimated at 3300-5500 acre-feet. The hope is that the 2023 program compared to the 2022 program will give an indication of whether the water savings change when comparing wet to dry years. The watermaster encouraged development of multi-benefit projects especially in the south Delta. Finally, the DSC heard a presentation about the Smith Canal Gate Project design and construction status.

Thanks,

A handwritten signature in black ink, appearing to read "Michelle Ziegler".



— Critical
 — Serious

MBK
 ENGINEERS

1771 Tribute Road, Suite A
 Sacramento, California 95815
 Phone: (916) 456-4400 • Fax: (916) 456-0253

RECLAMATION DISTRICT NO. 1
 EMPIRE TRACT

**AERIAL MAP WITH
 STATIONING**

Site Data

Reclamation District No. 2029 - Empire Tract

Eroded Slopes or High Energy Damaged Sites

Bank Protection Project(S) 2023 Damaged Sites

CRITICAL PRIORITY SITES				
SITE NUMBER	BEGIN STATION	END STATION	LENGTH (FT)	QUANTITY (TON)
1	6+75	7+75	100	70
2	18+00	19+00	100	70
3	46+50	47+50	100	70
4	54+60	55+00	40	30
5	61+00	62+00	100	70
6	93+50	94+50	100	70
7	117+00	118+00	100	70
8	119+00	119+50	50	40
9	121+00	122+00	100	70
10	124+00	124+50	50	40
11	125+00	126+00	100	70
12	126+50	127+50	100	70
13	134+00	135+00	100	70
14	136+80	137+30	50	40
15	138+40	139+25	85	60
16	145+00	151+00	600	420
17	169+25	174+75	550	390
18	174+75	176+00	125	90
19	211+00	212+50	150	110
20	308+00	309+00	100	70
21	404+00	413+00	900	630
22	414+50	416+50	200	140
23	421+00	422+00	100	70
24	449+00	452+00	300	210
25	457+00	458+00	100	70
26	465+25	471+00	575	400
27	493+50	495+00	150	110
28	502+00	503+00	100	70

TOTALS 5,225 3,690

COST ESTIMATE \$260,000

Site Data

Reclamation District No. 2029 - Empire Tract
Eroded Slopes or High Energy Damage Potential Sites
Bank Protection Project(S) 2023 Damaged Sites

SERIOUS PRIORITY SITES				
SITE NUMBER	BEGIN STATION	END STATION	LENGTH (FT)	QUANTITY (TON)
29	63+50	64+50	100	70
30	65+50	66+50	100	70
31	80+00	81+00	100	70
32	126+00	143+50	1,750	1,230
33	154+00	159+00	500	350
34	194+50	195+00	50	40
35	198+75	201+25	250	180
36	215+50	222+00	650	460
37	233+50	236+00	250	180
38	295+00	296+00	100	70
39	313+00	317+00	400	280
40	346+50	350+50	400	280
41	375+00	377+00	200	140
42	519+50	523+00	350	250
43	531+00	532+50	150	110

TOTALS **5,350** **3,780**

COST ESTIMATE **\$265,000**

Site Data

Reclamation District No. 2029 - Empire Tract
Eroded Slopes or High Energy Damage Potential Sites
Bank Protection Project(S) 2023 Damaged Sites

MONITOR-WATCH PRIORITY SITES				
SITE NUMBER	BEGIN STATION	END STATION	LENGTH (FT)	QUANTITY (TON)
44	4+00	102+00	9,800	6,860
45	105+00	108+00	300	210
46	191+75	192+00	25	20
47	228+00	231+00	300	210
48	239+00	241+00	200	140
49	241+50	247+00	550	390
50	251+50	253+00	150	110
51	318+00	319+00	100	70
52	354+00	358+00	400	280
53	378+50	379+00	50	40
54	447+00	448+00	100	70
55	515+00	516+00	100	70
TOTALS			12,075	8,470

COST ESTIMATE \$593,000

Scenario 1 Climate Smart Agriculture Focused

Agriculture



-8% decrease in cropped lands
 -9% decrease in agricultural jobs
 -5% decrease in gross revenue
 24% subsidized land coverage
 \$7M rice conversion costs

Ecosystem

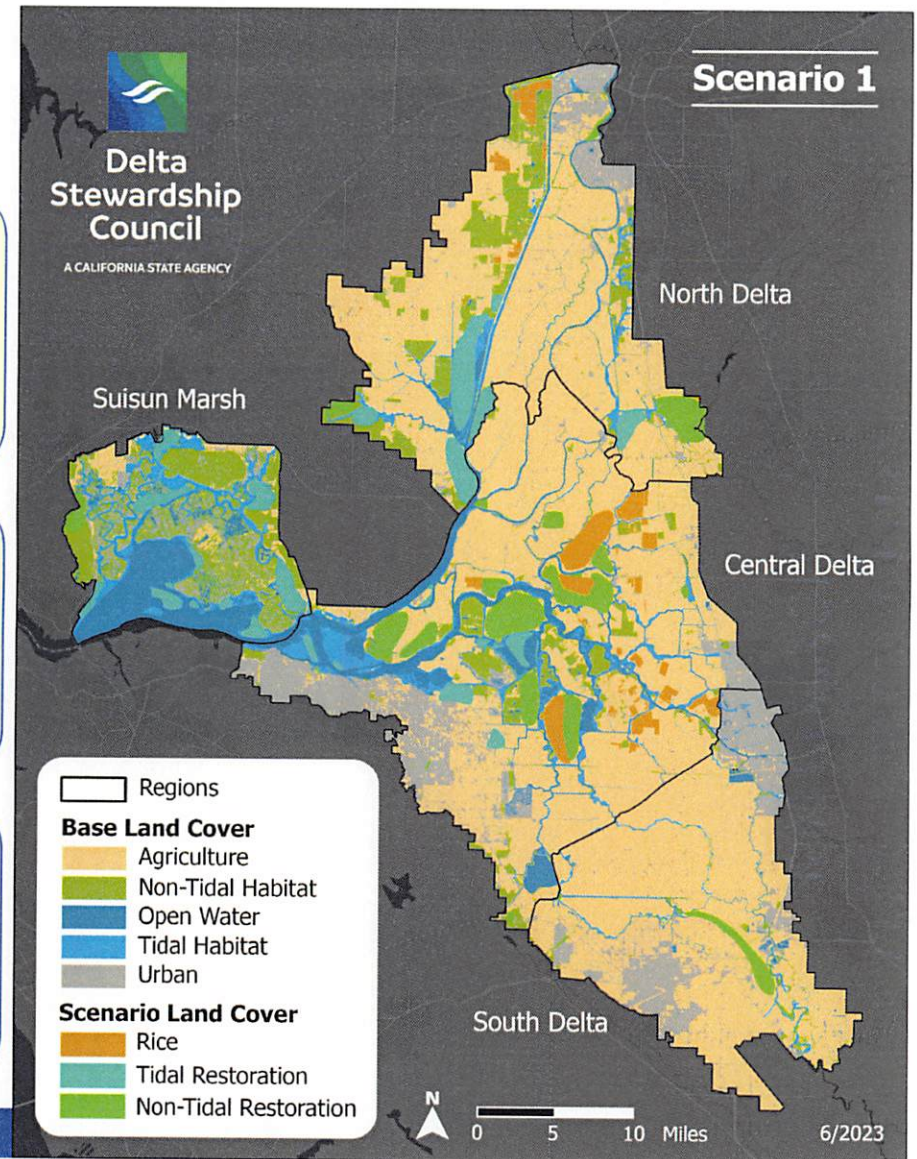


259k MT CO₂e avoided annual GHG emissions
 +16k acres non-tidal restoration
 +24k acres tidal wetland restoration
 +3,250 habitat restoration jobs
 \$247M habitat restoration costs

Flooding



+27,020 levee improvement jobs
 \$3.34B levee improvement costs



Scenario 2 Restoration Focused

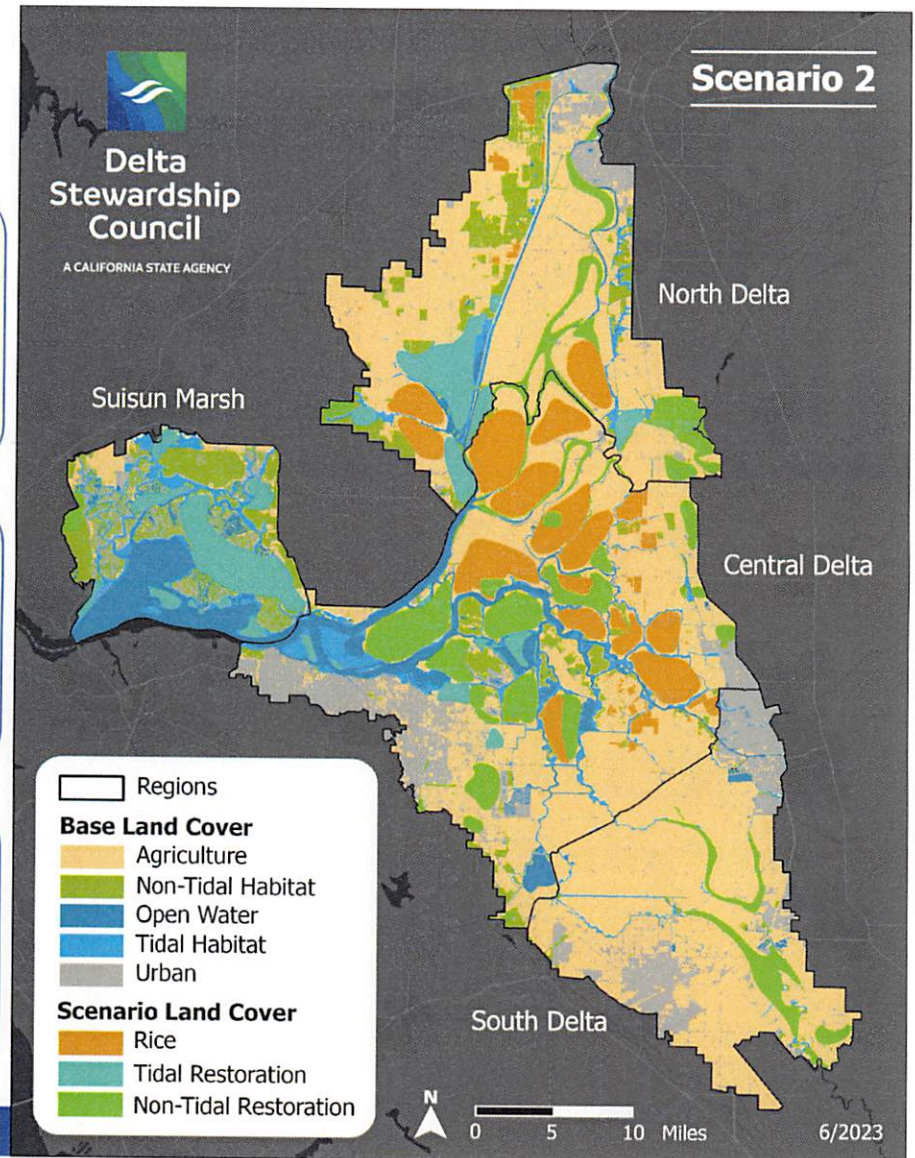
Agriculture -15% decrease in cropped lands
 -26% decrease in agricultural jobs
 -14% decrease in gross revenue
 42% subsidized land coverage
 \$52M rice conversion costs



Ecosystem 524k MT CO2e avoided annual GHG emissions
 +35k acres non-tidal restoration
 +39k acres tidal wetland restoration
 +3,440 habitat restoration jobs
 \$425M habitat restoration costs



Flooding +26,640 levee improvement jobs
 \$3.29B levee improvement costs



Scenario 3 Less Restoration in Delta

Agriculture



-13% decrease in cropped lands
 -25% decrease in agricultural jobs
 -12% decrease in gross revenue
 42% subsidized land coverage
 \$52M rice conversion costs

Ecosystem

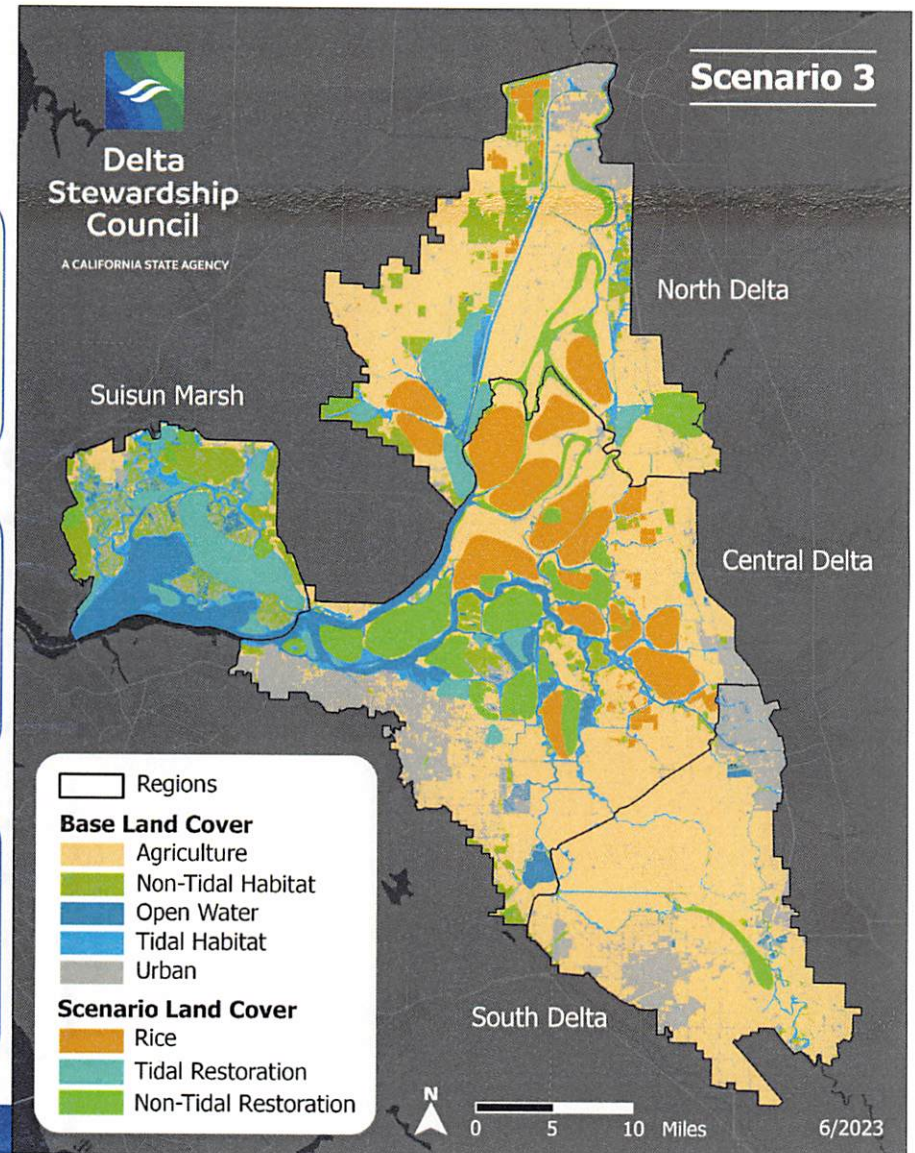


523k MT CO2e avoided annual GHG emissions
 +27k acres non-tidal restoration
 +36k acres tidal wetland restoration
 +5,120 habitat restoration jobs
 \$388M habitat restoration costs

Flooding



+26,240 levee improvement jobs
 \$3.24B levee improvement costs



ATTACHMENT 5A

-

Reclamation District No. 2029

2575 Grand Canal Blvd., Suite 201

Stockton, CA 95207

November 15, 2022

MINUTES

A meeting of the Board of Trustees of Reclamation District No. 2029 was held at 2575 Grand Canal Blvd., Suite 201 on November 15, 2022 at 8:30 a.m. A quorum was present.

Present: Trustees Mike Quartaroli, Chris Podesto and Jim Harvey; Secretary Alan Coon. Also present were representatives from MBK Engineers and members of the public.

1. **Public Comment.** Comment was brought up regarding solar for the District by a power purchase agreement, current a new proposal leave the ground, Empire Tract III has pad adjacent, 330 kw system, proposal to lease the ground \$500 per acre, PPA – Delta Sun, 25 year lease which is life of system. Discussion regarding the O & M Assessment No. 16 (was it approved at this meeting to raise, there is nothing in your notes). Special report was giving regarding “carbon dioxide sequestration.” CRC Brookfield meeting with Chevron today, 20 to 49 year 1,000,000 tons a year, CRC wants an NDA must acquire both landholder and mineral rights holders, which the EPA requires. Special report was given on the Campagna vs. RD 2029 lawsuit, there is a good risk only \$100,000, discussions were brought up regarding settlement.
2. **Manager’s Report.** Manager Harvey reported the rock work has been completed under \$25,000 on Mike’s side. Advised “Morman” tested the pumps #1 running at 78%, not leaking, #2 running at 25% - pump efficiency, #3 running at 50% and #4 running at 47%, South pump running at 37%, (additional action motion Mike, Second by Chris unanimously carried). With regard to ditch encroachments, Engineer reminded of boils in 1997 “pellets of peat” coming out of the boils. Concern re levee stability. Steve Faughn will stop using irrigation.
3. **Engineer’s Report.** Claim for subventions was submitted prior to the November 1 deadline, 2022-2023 program was approved by the CVFPB funding to be \$12M instead of \$10M. MBK is working on a response to DWR re Five Year Plan. Asta Construction completed the small erosion repair. Levee inspection was performed two items were brought up, vegetation control, mowing or clearing of grasses and weeds needed; seepage ditch between stations has been significantly modified within the RD 2029 property without approval with the intent to move water for adjacent landowner. For full report, see attached.

4. Secretarial and Financial Matters: Secretary Coon gave a status report on financial reports and current status of warrants. Gave an update on responses to correspondence to landowners regarding carbon dioxide sequestration and further update on Campagna lawsuit.

5. Action Items. Motion was made by Trustee Quartaroli, seconded by Trustee Harvey and unanimously carried to approve the following action items with the exception of Item E.
 - A. Approval of Minutes of Meeting held on July 26, 2022;
 - B. To consider public comment, confirm and ratify publication of Notice and Action to Adopt a Resolution to Levy the District's Operation and Maintenance Assessment No. 16 and Resolution thereon and approve an increase of assessment to \$65.00 per acre.
 - C. To ratify prior approval of renewal of insurance and payment of premium for 2022-2023 [\$6,475.00];
 - D. [If Necessary] Approval of Subventions Program Work Agreement for the 2022-23 ("Work Agreement") fiscal year and authorization of Manager James Harvey and District Secretary to ratify, negotiate and execute contractor agreements related to the Work Agreement;
 - E. Consider action related to special project regarding carbon dioxide sequestration; **Not approved**.
 - F. Consider approval of draft 2021-2022 Audit (with any proposed amendment) and ratify Secretary's execution of Representation Agreement consistent with previous Board authority; and
 - G. Letter from MBK to DWR re Solicitation Package for Multi-Benefit Project.

6. Closed Session: Board went into closed session.

7. Adjournment.

Respectfully Submitted,

Dated: _____

Secretary, Reclamation District 2029

ATTACHMENT 5C

AMENDED
BYLAWS OF

RECLAMATION DISTRICT NO. 2029

ARTICLE I
Offices

Section 1.01. . The name of the District is Reclamation District No 2029 ("District") recognizing it is sometime referred to as "Empire Tract Reclamation District No. 2064".The permanent address of the District is:

RECLAMATION DISTRICT NO. 2029
400 E. Kettleman Lane, Suite 20-k
Lodi, CA 95240

The place of the meeting of the District shall be as set forth in Section 1.10 above. The permanent office and address of the District may be changed from time to time by resolution of the Board of Trustees.

ARTICLE II
Trustees

Section 2.01.

A. As used in these Bylaws, the word "Board" means the Board of Trustees of the District.

B. "Trustees", as used in these Bylaws in relation to any power or duty requiring collective action, means the Board of Trustees of the District.

Section 2.02. The Board of Trustees shall consist of three (3) members, which shall constitute the governing body of the District, and which shall exercise general supervision and complete control over the construction, maintenance, and operation of the reclamation works, and generally over the affairs of the District. Trustees must be landowners or designated representatives of landowners within the jurisdictional boundaries of the District. Each Trustee, if qualified, or each Trustee is qualified who has designated a representative, shall be elected by landowners within the District or, if no more than one qualified person seeks a vacant Trustee position, then said qualified person shall seek appointment as permitted by law.

Section 2.03. Trustees shall be elected for a term of four (4) years and shall serve until their successors are elected and qualified. The terms of the Trustees shall be staggered so that no more than two Trustees shall have terms that expire in any one

District election year. The current Trustees and terms are set forth below as adjusted to comply with the requirement for staggering terms

Section 2.04. Elections shall be conducted in accordance with California Water Code, Division 15, parts 3 and 4, as they presently are or may hereafter be amended. Persons elected to the office of Trustee shall take the Oath of Office at the regular meeting next held after the election, and shall take office effective as of the day of that meeting. All landowner voting shall be authorized by proxy and mail.

Section 2.05. Vacancies on the Board due to reasons other than expiration of a term of office shall be filled in accordance with California Government Code §1780, as it now is or may hereafter be amended.

Section 2.06. The terms of the incumbent members of the Board expire on the following dates:

	<u>Name</u>	<u>Term Ends</u>
Class 1	Chris Podesta	First Friday of December 2021 – Dec. 2025
Class 3	James Harvey	First Friday of December 2019 – Dec. 2023
Class 2	Mike Quartaroli	First Friday of December 2019 2022– Dec. 2022 -2025

Section 2.07. The Trustees shall receive such compensation for services actually and necessarily performed as the Board determines to be just and reasonable, and in accordance with California Water Code §20200, as it is now, or may hereafter be amended.

ARTICLE III Officers

Section 3.01. The officers of the District shall be a Secretary.

Section 3.02. The duties of the Secretary shall be to organize, schedule and conduct all regular and special meetings of the Board, and to perform such other duties from time to time as may be required of him or her by the Board. In the absence of the Secretary, the Trustee present with the longest period of service shall preside.

Section 3.03. The Secretary shall be any person, whether a trustee or not, who is selected by the Board as Secretary. The Secretary may be the District's General Counsel. The duties of the Secretary shall be to keep the minutes of all meetings, attest all documents (other than bonds), keep accounts of all expenditures on behalf of the District, have custody of the District's seal, and perform such other duties as may be required by law, these Bylaws, or by the Board.

Section 3.04. Compensation may be received by the Secretary and/or as acting General Counsel. The Secretary shall receive such compensation for services actually and necessarily performed as the Board determines to be just and reasonable, and

shall be reimbursed for expenses necessarily incurred in the performance of his or her duties.

Section 3.05. The Secretary shall serve at the pleasure of the Board.

ARTICLE IV Meetings

Section 4.01. The District shall hold one regular meeting at 8:00 a.m. on the first Tuesday in October of each year, except when the first Tuesday shall fall on a holiday, the regular meeting shall be held at 8:00 a.m. on the next succeeding business day which is not a holiday. If the Board is unable to accommodate this date because of unavailability of a quorum of trustee, then the Secretary shall selected the next available date convenient to a quorum of the Trustees. The District may additionally hold a second regular meeting, in each calendar month, when necessary, the time and date of such meeting to be established at the first meeting of each month. The meeting shall be held at the offices of the Secretary currently located at Clearsuites, 400 E. Kettleman Lane, Suite 2-K, Lodi, CA , or at any other place designated by resolution of the Board.

Section 4.02. No notice need be provided of regular meetings except to persons who shall request such notice, or as required by law, as now enacted or hereafter adopted. In cases where notice has been requested, the Secretary shall give mailed notice at least seventy-two (72) hours prior to the date of the regular meeting. The Board may establish a reasonable annual charge for sending such notice based on the estimated cost of providing such service.

Section 4.03. The District may hold special meetings at any time and place. Such special meetings may be called at any time by the Secretary, or by a majority of the Board, by delivering personally or by mail written electronic notice to each Trustee, at least 24 hours prior to the time of such meeting as specified in the notice. Any such request for notice shall be valid for one year from the date made, and shall provide an address to which notice is to be mailed. Such notice shall also be mailed to any person requesting notice of meetings as set forth in Section 4.02. Such notice may be delivered personally or by mail, to each local newspaper of general circulation, radio or television station which requests such notice in writing. The call and notice of such special meeting shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meetings. Such written notice may be dispensed with as to any trustee who at, or prior to the time of the meeting, files a written waiver of notice with the Secretary. Such waiver may be given by telegram or email to the Secretary. Such written notice may also be dispensed with as to any member who is actually present at the meeting at the time it commences.

Section 4.04. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise specifically provided in these Bylaws, every act or decision done or made by a majority of the trustees present at a meeting at

which a quorum is present is the act of the Board. Trustees may make an appearance by telephone with proper notice.

Section 4.05. Any regular, special, adjourned regular or adjourned special meeting may be adjourned to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all trustees are absent from any meeting, the Secretary may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be given in the same manner as for a special meeting. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting, which was adjourned, was held, within 24 hours after the time of adjournment. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned meeting is a regular meeting for all purposes. When the order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.

Section 4.06. All meetings of the District shall be open and public, and all persons shall be permitted to attend any meeting of the District, except that executive sessions may be held as provided by law, and the public may be excluded from meetings which are willfully interrupted so as to render the orderly conduct of the meeting impossible, as provided by law. Additionally, meetings may be conducted by teleconference, such as Zoom or similar service, in accordance with law as then enacted.

Section 4.07. Agendas for any meeting shall be posted as required in accordance with the provisions of California Government Code §54950, et seq. As soon after the posting of the agenda and before the meeting, the Secretary shall mail or deliver, or shall cause the mailing or delivery of, an agenda for the forthcoming meeting to each trustee. Said agenda shall be prepared by the Secretary and shall be accompanied with explanatory material relating to the items on the agenda.

Section 4.08. The Secretary shall keep accurate Minutes of all proceedings of the Board. Minutes of each regular, adjourned regular, special, or adjourned special meeting shall be considered for approval at the Board meetings.

Section 4.09. The order of business at each meeting of the Board, unless suspended or varied on order of the Secretary, or by a majority vote of the Board, shall be as follows:

- a) Call to Order
- b) Roll Call
- c) Public Comment
- d) Approval of Minutes
- e) Public Hearings (if any)
- f) Manager/Secretary/General Counsel Report(s)
- g) Engineer's Report

- h) Consent Items
- i) Action Items
- j) Closed Session (if any)
- h) Adjournment

Section 4.10. The procedure for the conduct of Board business, unless varied on order of the Secretary, or by majority vote of the Board, shall be as follows:

- a) Each agenda item shall be taken up in order by the Secretary.
- b) The Secretary shall call upon such person or persons as may be appropriate to present the matter to the Board.
- c) The matter shall then be discussed by the Trustees and such other persons as may be called upon the Secretary.
- d) After discussion by the Trustees and such other persons as may be called upon by the Secretary, and prior to any vote on a motion connected with the matter, if there be such motion, the Secretary shall call for public comment from members of the public who are present. Public comments shall be limited to two (2) minutes on the matter before the Board. The Secretary may limit the duration of or refuse to permit public comment if such public comment is repetitive, disorderly, or otherwise not in furtherance of a reasonably expeditious review of the matter under discussion.
- e) At the conclusion of public comment on any matter the Secretary shall announce that the time for public comment of the matter is closed.
- f) The matter may then be further discussed by the Trustees, and such other persons as may be called upon by the Secretary, and a vote shall be taken, after such discussion, on any motion made concerning the matter.

Section 4.11. Roberts Rules of Order now in place as further Revised are hereby adopted by the Board in all uses not otherwise provided for in these Bylaws and not otherwise provided for by applicable law, but may be modified by Board at current and/or future meetings.

ARTICLE V Records

Section 5.01. All records of the District and of the proceedings of the Board shall be kept by the Secretary, at a location designated by the Secretary, except that the originals of resolutions, deeds of grant or easement to or from the District, or of agreements or contracts entered into by the District may be kept by the attorney for the

District, provided that copies thereof are placed in the records kept by the Secretary. The records shall be available for inspection in accordance with the provisions of California Government Code, Division 7, Chapter 3.5, as they now are or may hereafter be amended.

ARTICLE VI
Seal

Section 6.01. The district shall have a seal which shall contain the name and number of the District, which is: RECLAMATION DISTRICT NO. 2029; and the name of SAN JOAQUIN COUNTY, being the County in which the District is situated.

ARTICLE VII
Amendment of Bylaws

Section 7.01. These Bylaws may be amended in the manner set forth in the provisions of California Water Code, Division 15, Part 2, Chapter 2, as they now are or may hereafter be amended.

ARTICLE VIII
Construction of Bylaws

Section 8.01. Unless otherwise stated in these Bylaws or unless the context otherwise requires, the definitions contained in Division 15 of the California Water Code shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural number includes the singular.

IN WITNESS WHERE OF, these Bylaws have been duly adopted this ____ day of _____, 2023.

by Alan R. Coon
Secretary,
Reclamation District No. 2029

ATTEST:

ALAN R. COON, Secretary
Reclamation District No. 2029

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.

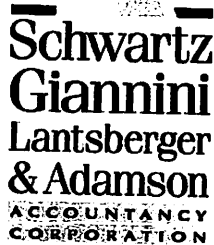
STATE OF CALIFORNIA)
)
COUNTY OF SAN JOAQUIN)

On _____, before me, _____, a Notary Public, personally appeared _____, 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.

ATTACHMENT 5D



May 22, 2023

Board of Trustees
Reclamation District No. 2029
c/o Alan Coon
400 E Kettleman Lane, Suite 20-K
Lodi, CA 95240

We are pleased to confirm our understanding of the services we are to provide Reclamation District No. 2029 for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the disclosures, which collectively comprise the basic financial statements of Reclamation District No. 2029 as of and for the year ended June 30, 2023.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting. 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 GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or acts by management or employees acting on behalf of the District.

Philip Lantsberger, CPA
Robert Gross, CPA
Nikolas A. Torres, CPA

3461 Brookside Road
Suite E
Stockton, California 95219
Ph: 209.474.1084
Fx: 209.474.0301
www.sglacpas.com

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

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of certain assets and liabilities by correspondence with selected creditors and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

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

Audit Procedures—Internal Control

We will obtain an understanding of the District and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. 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, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Reclamation District No. 2029's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will prepare the financial statements of Reclamation District No. 2029 in conformity with the modified cash basis of accounting based on information provided by you. We will also prepare the Special Districts – Local Government Compensation Report and the Special Districts Financial Transaction Report.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with the modified cash basis of accounting.

You are responsible for including all informative disclosures that are appropriate for the modified cash basis of accounting. Those disclosures will include (1) a description of the modified cash basis of accounting, including a summary of significant accounting policies, and how the modified cash basis of accounting differs from GAAP; (2) informative disclosures similar to those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

Management is also responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair

presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

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

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

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original estimate.

The audit documentation for this engagement is the property of Schwartz, Giannini, Lantsberger & Adamson and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Schwartz, Giannini, Lantsberger & Adamson personnel.

Nikolas Torres is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately August 1, 2023 and to issue our reports no later than October 1, 2023.

Our fee for these services is \$6,000. An invoice will be rendered upon completion of our audit and is payable upon presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. 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.

Reporting

We will issue a written report upon completion of our audit of Reclamation District No. 2029's financial statements. Our report will be addressed to the Board of Trustees of Reclamation District No. 2029. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Reclamation District No. 2029 and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Nikolas Torres, CPA
SCHWARTZ, GIANNINI, LANTSBERGER & ADAMSON
ACCOUNTANCY CORPORATION

Response:

This letter correctly sets forth the understanding of Reclamation District No. 2029.

Management signature: _____

Title: _____

Date: _____

STANDARD FORM TO CONFIRM ACCOUNT BALANCE INFORMATION WITH FINANCIAL INSTITUTIONS

ORIGINAL
To be mailed to accountant

RECLAMATION DISTRICT NO. 2029

CUSTOMER NAME _____

Financial Institution's
Name and
Address

**F&M Bank
4612 McGaw St.
Stockton, CA 95207**

We have provided to our accountants the following information as of the close of business on **JUNE 30, 2023**, regarding our deposit and loan balances. Please confirm the accuracy of the information, noting any exceptions to the information provided. If the balances have been left blank, please complete this form by furnishing the balance in the appropriate space below. * Although we do not request nor expect you to conduct a comprehensive, detailed search of your records, if during the process of completing this confirmation additional information about other deposit and loan accounts we may have with you comes to your attention, please include such information below. Please use the enclosed envelope to return the form directly to our accountants.

1. At the close of business on the date listed above, our records indicated the following deposit balance(s):

ACCOUNT NAME	ACCOUNT NO.	INTEREST RATE	BALANCE
CHECKING	64-003345-01		
CHECKING	64-005267-01		
CHECKING	64-011453-01		
CHECKING	64-012530-01		

2. We were directly liable to the financial institution for loans at the close of business on the date listed above as follows:

ACCOUNT NO./ DESCRIPTION	BALANCE*	DATE DUE	INTEREST RATE	DATE THROUGH WHICH INTEREST IS PAID	DESCRIPTION OF COLLATERAL

(Customer's Authorized Signature)

(Date)

The information presented above by the customer is in agreement with our records. Although we have not conducted a comprehensive, detailed search of our records, no other deposit or loan accounts have come to our attention except as noted below.

(Financial Institution Authorized Signature)

(Date)

(Title)

EXCEPTIONS AND/OR COMMENTS

Please return this form directly to our accountants:

[
SWARTZ, GIANNINI, LANTSBERGER & ADAMSON
3461 BROOKSIDE ROAD, SUITE E
STOCKTON, CA 95219
]

* Ordinarily, balances are intentionally left blank if they are not available at the time the form is prepared.

RECLAMATION DISTRICT NO. 2029
400 E Kettleman Lane, Suite 20-K
Lodi, CA 95240

June 30, 2023

Bob Harmon
F&M Bank
4612 McGaw St.
Stockton, California 95207

Dear Mr. Harmon:

In connection with their annual audit of our financial statements, our auditors wish to determine whether our records of indebtedness to you at June 30, 2023 agree with your records. According to our records, our indebtedness to you on that date was as follows:

Due date	<u>On Demand</u>
Unpaid balance	<u>\$</u>
Collateral held by you	<u>None</u>
Interest rate	<u></u>
Accrued interest	<u>\$</u>

Please compare the above information to your records, complete the statement below, and send this letter to our auditors, Schwartz, Giannini, Lantsberger & Adamson, 3461 Brookside Road, Suite E, Stockton, California 95219. An addressed envelope is enclosed for your convenience.

In addition, could you please forward an individual listing of the warrants and accrued interest outstanding at June 30, 2023 along with this form.

Yours truly,

Alan R. Coon
District Secretary

The information stated above is correct
 not correct

(Please give details of differences, if any.)

Signature _____

Date _____

RECLAMATION DISTRICT NO. 2029
400 E Kettleman Lane, Suite 20-K
Lodi, CA 95240

June 30, 2023

Jeffery Woltkamp
San Joaquin County Auditor-Controller
44 N. San Joaquin St.
Stockton, CA 95202

Dear Mr. Woltkamp:

In connection with their annual audit of our financial statements, our auditors wish to determine whether our records are correct at June 30, 2023. Please complete the following with June 30, 2023 balances:

	<u>FUND BALANCE</u>
General Fund 51801	\$ _____

Please complete the above information and the statement below, and send this letter to our auditors, Schwartz, Giannini, Lantsberger & Adamson, 3461 Brookside Road, Suite E, Stockton, California 95219. An addressed envelope is enclosed for your convenience.

Yours truly,

Alan Coon
District Secretary

To be completed by SJ County representative:

Signature _____

Title _____

ATTACHMENT 5E

CONTRACT FOR SERVICES

This Contract is amended as of the ____ day of _____ 2023, by and between RECLAMATION DISTRICT Number 2029, a Reclamation District organized under the laws of California ("District"), and CRISTINA HARTSOCK ("Independent Contractor" or "Contractor"). This agreement is to be formally approved by resolution at the District's next Board meeting.

1. Retention of Independent Contractor. District hereby retains independent contractor to perform specific contract work for the District, on the terms and conditions specified herein.

2. Duties to be Performed. The "Services" to be provided by Contractor, acting as the District's Secretary, are generally described in Attachment A, which is incorporated herein by reference. Additional requirements as the District's Secretary shall also include, scanning and indexing documents to be electronically retained for the District. Contractor will faithfully perform the duties assigned to the best of her ability and will devote that time, ability and attention to the business of District during the Contract term. Contractor agrees that she shall not engage in any other public or private employment during the Contract term which does or may conflict with this Contract except with the prior approval of the Board of the District which shall not be unreasonably granted.

3. Term. This Contract shall commence on the date first above written, and shall automatically renew on an annual basis, except that District may terminate this Contract at any time, with or without cause, by written notice to Independent Contractor, and shall have no liability for such termination except for services performed prior to termination. Independent Contractor may terminate this Contract, at any time, by written notice to District at least thirty (30) days prior to termination, and shall have no liability for such termination.

4. Compensation. District shall pay Independent Contractor for services performed in the sum of \$650.00 per month. In addition, District shall pay Secretary \$50.00 per hour for services provided for regular and special audits inconclusive of services provide at the monthly rate. If Secretary is to attend any meetings in excess of four called by the Board, compensation will be an additional \$100.00 per meeting. Payments for Contractor's billings will be made on the 1st of each month. Contractor shall be entitled to reimbursement for all actual expenses incurred by her in the performance of her duties upon presentation of invoices and or proof of payment indicating the amount and purpose thereof, provided that such expenses are in

accordance with District's policies as established from time to time and consistent with the current applicable law and the budget allocation adopted by District for that purpose during the Contract term.

5. Reimbursement. District further agrees to reimburse Independent Contractor for out-of-pocket expenses incurred by Independent Contractor in performing services for District, including, but not limited to, copying costs, long-distance telephone calls, and mileage at the applicable IRS rate per mile.

6. Status. Independent contractor is not an employee of District. Neither Independent Contractor nor any individual employed by Independent Contractor shall receive or be entitled to receive retirement or pension benefits, Public Employees Retirement System benefits, workers' compensation insurance coverage, health insurance coverage, or any other benefit from District except the compensation specified above.

7. Notice. Except as otherwise expressly provided by law, any and all notices or other communication required or permitted by this Contract or by law to be served on or delivered or given to a party by another party to this Contract shall be in writing, and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is directed or, in lieu of such personal service, two (2) days after such written notice is deposited in the United States mail, First Class,, postage pre-paid, addressed to the party at the address identified for that party in this Contract. Any party may change their address for the purpose of this Paragraph by giving written notice of such change to each other party in the manner provided in this Paragraph.

District: RECLAMATION DISTRICT 2029
400 East Kettleman Lane, Suite 20-K
Lodi, CA 95240

Independent

Contractor: Cristina Hartsock

Lodi, CA 95240

8. Excuse of Default. Should the performance of the obligations of any

party under this Contract be prevented or delayed by act of God, war, civil insurrection, fire, flood, storm, strikes, lockouts, or by any law, regulation, or order of any federal, state, county, municipal authority, or by any other cause beyond the control of such party, such party's performance under this Contract shall be excused to the extent it is so prevented or delayed.

9. No Other Relationship Created. Except as otherwise specifically set forth in this Contract, no partnership, joint venture, employment franchise, agency, corporation, association, or other relationship is intended to have been created between or among the parties as a result of this Contract.

10. Choice of Law. This Contract shall be governed by the procedural and substantive laws of the State of California.

11. Renegotiation of Contract. It is specifically provided that Independent Contractor may renegotiate this Contract, including rates for services.

12. Confidential Information and Non-compete: During the Contract term, Contractor will have access to and become familiar with information which is the exclusive property of the District and/or its Secretary, Assistant Secretary and General Counsel. Contractor agrees not to disclose any such information outside the normal business of the District or the business of the General Counsel and Assistant Secretary. Contractor agrees to keep in the strictest confidence and agrees not to use or disclose to any third parties, nor shall Contractor compete for the services of the District or its General Counsel and Secretary, or apply to her own personal benefit, any confidential information, data, or materials of the District or its General Counsel and Secretary. This agreement not to compete shall expire two (2) years after the termination of this Contract term. "Confidential Information" includes the following: the trade secrets, personnel records or information, membership lists or other member-related information, or attorney disciplinary records or information of the District or its Secretary, General Counsel and Assistant Secretary. "Confidential Information" also includes the following when designated as "confidential": financial records or information, and the contents of any reports, studies, or surveys prepared by or for or on behalf of the District or its Secretary, General Counsel and Assistant Secretary.

13. Other Terms and Conditions of Employment: Each party acknowledges and agrees that neither party has made any other implied or express, written or oral, assurances, representations, inducements and/or promises other than as specifically set forth in this Contract.

14. Severability: The invalidity or unenforceability of any particular provision or provisions of this Contract shall not affect the other provisions hereof and this Contract

shall be construed in all respects as if such invalid or unenforceable provision or provisions were omitted.

15. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the State of California.

16. **Sole and Only Agreement:** This instrument constitutes the sole and only agreement of the parties hereto respecting the Contract as Executive Director and correctly sets forth the rights, duties, and obligations of each to the other in relation thereto. Any prior agreements, promises, negotiations, or representations concerning this subject matter not expressly set forth in this Contract are of no force or effect.

“DISTRICT”

“INDEPENDENT CONTRACTOR”

By: _____

By: _____

Alan R. Coon, Secretary

Cristina Hartsock

Attachment "A"

SERVICES

- Process Mail
- Pay Invoices
- Prepare Warrants
- Register Warrants
- Assist with yearly audit
- Assessment letters
- Election
- Assist Secretary in preparation of Agendas
- Assist Secretary in preparation of minutes
- Print out monthly audit reports
- Form 700
- Reconcile monthly bank statements

ATTACHMENT 5F

**WORKING BUDGET
RECLAMATION DISTRICT 2029
Working 2022-2023**

	2022-2023 Budget	2022-2023 Actuals	2023-2024
Salaries & Wages PT Manager (Ind. Contractor)	24,000.00	\$ 24,000.00	
PT Secretarial (Independent Contractor)	7,200	\$ 7,675.00	
Legal and Professional	30,000	\$ 29,523.00	
Legal Campagna	5,000	\$ 10,855.00	
Office Expenses	300		
Accounting Services	4,500	\$ 4,750.00	
Miscellaneous Expenses, publication, etc.	500	\$ 450.00	
Security	1,800	\$ 3,681.25	
Bank Charges			
TOTAL ADMINISTRATIVE	73,300	\$ 80,934.25	
MAINTENANCE AND OPERATIONS			
Insurance	6,800	\$ 6,667.00	
ENGINEERING			
Engineering (Subventions Cost Share)	30,000	\$ 56,358.96	
General Engineering	5,000		
FRP Engineering			
AM Stephens FEMA Cal OES (Misc Repair)			
Five Year Engineering			
Dues/Assessments			
CSPD	370	\$ 378.00	
CDWA	1,533.26	\$ 1,533.26	
SJ Delta Water Quality	60	\$ 62.50	
Delta Water Users Assositation	360		
SWRCB - water rights	2,490	\$ 2,972.36	
SJ Vector and Disease	18.58	\$ 50.14	
TOTAL MAINTENANCE AND OPERATIONS	46,631.84	\$ 68,022.22	
HERMAN AND HELENS			
LEVEE REPAIR AND MAINTENANCE			
Hamilton Services			
Advanced GeoEnvironmental			
Keith Lyons			

**WORKING BUDGET
RECLAMATION DISTRICT 2029
Working 2022-2023**

Marchetti Services LLC			
Chem Weed LLC	7,500		
D.A.Archer	10,000	\$	30,334.00
Hardesty Excavating			
Holt Repair			
Johnson Electric			
Paul Vaz Trucking			
JDS Backhoe			
AM Stephens Emergency Repair			
Kiote Equipment			
Chemicals	25,000	\$	28,684.00
Ace Electric Pump House Repair			
Robert Burns Construction			
Beaver control	350		
Stagi	7,500	\$	19,000.00
Emergency Work (fire on Empire/Erosion Repair		\$	22,028.36
TOTAL LEVEE REPAIR AND MAINTENANCE	60,350	\$	100,046.36
MISCELLANEOUS EXPENSES			
Pump House Repai		\$	56,306.64
Empire Tract Abandonment Fee			
Materials and Supplies			
Padlocks	150		
checks	250		
Utilities	120,000	\$	148,393.68
FRP Program White Cap			
FRP Program Mid State Containers			
Reserve for Future Capital Outlay			
Purchase Ferry Tender Building			
TOTAL EXPENSES	123,400	\$	453,703.15
INCOME			
Rental Income:			
Assessment			
Landowners	193,986	\$	253,301.62
City of Stockton (assuming 5% cpi)	62,025	\$	63,726.18
State Assistance-Subventions			
OTHER INCOME			
Interest Income			
CAL OES			

June 1, 2023

Phonxay Keokham, CPA
Treasurer & Tax Collector
P.O. Box 2169
Stockton, CA 95201

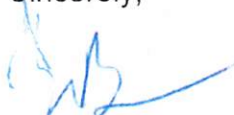
Re: River Junction Reclamation District #2029

Dear Mr. Kahn:

The rate for River Junction Reclamation District #2029 will be 8.25% for the next quarter commencing July 1, 2023.

In accordance with the Warrant Purchase Agreement with the reclamation district the interest rate is calculated as the Bank's Base Rate (8.25%) plus a spread of 0.00% with a minimum interest rate of 3.25%.

Sincerely,



Shayne Brown
Vice President
Relationship Manager

cc: Alan Coon – Via e-mail
Diane Dias – Via e-mail
Pa Dua Moua – Via e-mail