

RECLAMATION DISTRICT NO. 2044

Clearsuites Conference Room

400 E. Kettleman Lane

Lodi, CA 95240


arcoon@arcoonlaw.com

PLEASE TAKE NOTICE that on Tuesday, August 1, 2023 at 9:00 a.m. the Board of Trustees ("Board") of Reclamation District No. 2044 ("District") will meet at the conference room of Clearsuites located at 400 E. Kettleman Lane, Lodi, CA. 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. Manager's Report:
3. Secretary's Report. Current state of warrants and interest rate; 2022-2023 P/L Statement; proposed Budget; status of Renewable Technologies' Solar Project; King Island Encroachment Permit and Ramp Removal (see Manager's Report); and General Liability Policy (Aug. 1, 2023 renewal).
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):
  - A. Approval of Minutes of Meeting held on November 29, 2022, January 6, 2023, February 16, 2023 April 4, 2023 which will be presented at meeting following Board Member review;
  - B. Approve and ratify payment of insurance premium for 2023-2024 in the amount of \$11,180;
  - C. Appointment of landowner to fill the vacancy on the Board or direction as to election;
  - D. Approve hiring of independent contractor to replace Diane Dias (see draft Agreement for consideration);

- E. Amendment of By-Laws
  - F. Approve hiring Schwartz Giannini accounting firm to prepare audit for 2022-2023 and authorize Secretary to Execute Engagement Letter and any and all necessary documents or agreements related to this action item;
  - G. Action to approve working budget and discuss (i) energy costs and (ii) annual assessments;
  - H. Consider authorization and discretion to submit claim package for 2023-2024 as within the Board's originally approved submission and DWR Work Agreement (MBK to provide update above during Engineer's Report); and
  - I. Consider authorization and discretion for projects within the 2023-2024 Subvention submission;
6. Informational Items:
- A. Trustee Terms Up
  - B. F & M Rate Increase
7. Closed Session: One Matter: Govt. Code section 54956.9(a), (c) and (d) [Potential Litigation.
8. Adjournment:

Dated: July 26, 2023

  
Alan Richard Coon, Secretary  
Reclamation District #2044

Note:

Persons needing disability-related modification or accommodation in order to participate in this meeting should contact the Secretary of the Board at (209) 601- 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 #2044 ("District"), 400 E. Kettleman Lane, Suite 20-K, Lodi, CA, during normal business hours. Please contact the office in writing 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 3**

#2044 Reclamation District  
**Profit & Loss Detail**  
 July 2022 through June 2023

Type	Date	Num	Name	Memo	Clr	Amount	Balance
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
<b>Miscellaneous</b>							
Deposit	01/31/2023			Interest		8.05	8.05
Deposit	02/28/2023			Interest		0.07	8.12
Deposit	03/14/2023	Debit	Farmers & Merc...	VOID: Loan Transaction Debit	X	0.00	8.12
<b>Total Miscellaneous</b>						8.12	8.12
<b>San Joaquin County Warrants</b>							
Deposit	07/12/2022		SJ Warrant	Warrants 1422-1431		50,000.00	50,000.00
Deposit	07/28/2022	Dep...	SJ Warrant	1432-1440		40,000.00	90,000.00
Deposit	08/31/2022	Dep...	SJ Warrant	warrants 1441-1445-		25,000.00	115,000.00
Deposit	09/30/2022	Dep...	SJ Warrant	Warrants 1446-1453\5		80,000.00	195,000.00
Deposit	10/06/2022	Dep...	SJ Warrant	Deposit		10,000.00	205,000.00
Deposit	12/21/2022	Dep...	SJ Warrant	Warrants 1456-1461		30,000.00	235,000.00
Deposit	01/03/2023	Dep...	SJ Warrant	Warrants 1462-1464		15,000.00	250,000.00
Deposit	02/15/2023	Dep...	SJ Warrant	Warrants 1465-1468		40,000.00	290,000.00
Deposit	03/08/2023	Dep...	SJ Warrant	Warrants 1469-1477		45,000.00	335,000.00
Deposit	03/08/2023		SJ Warrant	Warrant 1478-1482 1481 was...		35,000.00	370,000.00
Deposit	05/15/2023	Dep...	SJ Warrant	1483-1487		25,000.00	395,000.00
Deposit	06/05/2023	Dep...	SJ Warrant	Warrants 1488-1497		50,000.00	445,000.00
<b>Total San Joaquin County Warrants</b>						445,000.00	445,000.00
<b>Total Income</b>						445,008.12	445,008.12
<b>Expense</b>							
<b>Chemicals</b>							
Bill	08/01/2022	92205	Delta Growers I...	92205		547.94	547.94
Bill	08/01/2022	92204	Delta Growers I...	92204		837.43	1,385.37
Bill	08/01/2022	92203	Delta Growers I...	92203		3,595.82	4,981.19
Bill	08/16/2022	92601	Delta Growers I...	92601		6,346.67	11,327.86
Bill	10/05/2022	92965	Delta Growers I...	92965		179.24	11,507.10
Bill	11/29/2022	1545...	Wilbur-Ellis	Chemical		4,007.11	15,514.21
Bill	11/29/2022	1545...	Wilbur-Ellis	Chemical		5,258.20	20,772.41
Bill	03/31/2023	1557...	Wilbur-Ellis	15576923		5,834.34	26,606.75
Bill	05/30/2023	94441	Delta Growers I...	94441		553.33	27,160.08
Bill	05/31/2023	1565...	Wilbur-Ellis	15654208		5,832.35	32,992.43

## #2044 Reclamation District

**Profit & Loss Detail**

July 2022 through June 2023

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Bill	05/31/2023	1565...	Wilbur-Ellis	15654275		227.68	33,220.11
Bill	05/31/2023	1565...	Wilbur-Ellis	15658188 Servie Charge		43.60	33,263.71
Bill	06/06/2023	1579...	Wilbur-Ellis	15792977		4,480.71	37,744.42
Bill	06/06/2023	1577...	Wilbur-Ellis	Service Charge 15779766		47.82	37,792.24
<b>Total Chemicals</b>						<b>37,792.24</b>	<b>37,792.24</b>
<b>Ditch Maintenance</b>							
<b>Canal Cleaning</b>							
Bill	07/12/2022	22-28	D. A. Archer Ex...	Move Dirt		12,525.00	12,525.00
Bill	07/19/2022	135	Stagi Enterprise...	135		6,000.00	18,525.00
Bill	09/28/2022	2044...	D. A. Archer Ex...	Mowing Weeds and Chopping		24,990.00	43,515.00
Bill	10/25/2022	10-2...	Stagi Enterprise...	10-25-22		6,000.00	49,515.00
Bill	02/27/2023	2/27/...	Stagi Enterprise...	2/27/2023 1 of 4		6,200.00	55,715.00
Bill	05/23/2023	236	Stagi Enterprise...	236 2 of 4		6,200.00	61,915.00
<b>Total Canal Cleaning</b>						<b>61,915.00</b>	<b>61,915.00</b>
<b>Total Ditch Maintenance</b>						<b>61,915.00</b>	<b>61,915.00</b>
<b>Emergency Work</b>							
Bill	01/01/2023	2301	Sarale Trucking	Rock and Sand Bags	X	0.00	0.00
Bill	01/11/2023	2301	Sarale Trucking	Rock and Sand Bags		5,000.00	5,000.00
Bill	01/23/2023	2739	Van Duyn	GENERATORS		9,691.95	14,691.95
Bill	02/01/2023	4340	J & A Solari, Inc.	Emergency		23,460.08	38,152.03
Bill	02/10/2023	4350	J & A Solari, Inc.	Chainsaw purchase		415.98	38,568.01
Bill	02/12/2023	1301	Celli Ranches Inc.	1301		27,649.15	66,217.16
<b>Total Emergency Work</b>						<b>66,217.16</b>	<b>66,217.16</b>
<b>Insurance</b>							
Bill	07/20/2022	0029...	Brown & Brow...	2022-2023		11,109.00	11,109.00
<b>Total Insurance</b>						<b>11,109.00</b>	<b>11,109.00</b>
<b>Levee Maintenance</b>							
Bill	09/28/2022	2044...	D. A. Archer Ex...	Trimming Tree and Chopping		9,870.00	9,870.00
<b>Total Levee Maintenance</b>						<b>9,870.00</b>	<b>9,870.00</b>

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 07/25/23  
 Accrual Basis

#2044 Reclamation District  
**Profit & Loss Detail**  
 July 2022 through June 2023

Type	Date	Num	Name	Memo	Clr	Amount	Balance
<b>Managerial Expense</b>							
Check	07/06/2022	2332	Geno Celli	VOID: July	X	0.00	0.00
Check	07/06/2022	2332	Geno Celli	July		1,500.00	1,500.00
Check	07/24/2022	2341	Geno Celli	August		1,500.00	3,000.00
Check	08/31/2022	2347	Geno Celli	September		1,500.00	4,500.00
Check	09/25/2022	2659	Geno Celli	October		1,500.00	6,000.00
Check	11/07/2022	2668	Geno Celli	November		1,500.00	7,500.00
Check	11/29/2022	2674	Geno Celli	December		1,500.00	9,000.00
Check	01/02/2023	2679	Geno Celli	January		1,500.00	10,500.00
Check	02/12/2023	2693	Geno Celli	fEBRUART		1,500.00	12,000.00
Check	03/06/2023	2699	Geno Celli	March		1,500.00	13,500.00
Check	04/02/2023	2705	Geno Celli	April		1,500.00	15,000.00
Check	04/30/2023	2711	Geno Celli	May		1,500.00	16,500.00
Check	06/07/2023	2722	Geno Celli	June		1,500.00	18,000.00
Total Managerial Expense						18,000.00	18,000.00
<b>Miscellaneous Expense</b>							
<b>Annual Memberships</b>							
Bill	11/07/2022	4428	California Speci...	2033		592.50	592.50
Total Annual Memberships						592.50	592.50
Total Miscellaneous Expense						592.50	592.50
<b>Office Supplies</b>							
Bill	03/12/2023	695	Alan R. Coon	Ink		87.35	87.35
Bill	04/18/2023	3342	Business Printin...	New Warrant book	X	0.00	87.35
Check	06/07/2023	2715	Reclamation Dis...	Reimburse for warrant book B...		196.20	283.55
Total Office Supplies						283.55	283.55
<b>Paving</b>							
Bill	11/07/2022	5854	ASTA Construc...	5854		10,190.61	10,190.61
Total Paving						10,190.61	10,190.61

#2044 Reclamation District  
**Profit & Loss Detail**  
July 2022 through June 2023

Type	Date	Num	Name	Memo	Clr	Amount	Balance
<b>Professional Services</b>							
<b>Accounting Services</b>							
<b>Schwartz, Giannini, et al, Inc</b>							
Bill	08/31/2022	60806	Schwartz, Giann...	60806 Audit		4,100.00	4,100.00
Bill	01/31/2023	61470	Schwartz, Giann...	61470 1099		156.25	4,256.25
Total Schwartz, Giannini, et al, Inc						4,256.25	4,256.25
Total Accounting Services						4,256.25	4,256.25
<b>Engineering Services</b>							
<b>Five Year Plan</b>							
Bill	03/10/2023	10168	MBK	10168		206.25	206.25
Total Five Year Plan						206.25	206.25
<b>MBK, Inc</b>							
<b>General Engineering</b>							
Bill	03/10/2023	10411	MBK	10411 - General		123.38	123.38
Bill	04/24/2023	10603	MBK	10603 - General		343.75	467.13
Bill	05/17/2023	10999	MBK	10999		893.75	1,360.88
Total General Engineering						1,360.88	1,360.88
<b>Subventions Engineering</b>							
Bill	08/23/2022	22-0...	MBK	22-07-4375.6		3,582.24	3,582.24
Bill	08/31/2022	2208...	MBK	22-08-4375.6		2,736.75	6,318.99
Bill	09/30/2022	22-0...	MBK	22-09-4375.6		678.50	6,997.49
Bill	11/11/2022	22-1...	MBK	22-10-4375.6		2,159.15	9,156.64
Bill	11/30/2022	22-1...	MBK	22-11-4375.6		5,365.63	14,522.27
Bill	03/10/2023	10167	MBK	10167		18,438.42	32,960.69
Bill	03/29/2023	10412	MBK	10412 - Subventions		1,736.68	34,697.37
Bill	04/24/2023	10670	MBK	10670 Subventions		5,689.06	40,386.43
Bill	05/17/2023	11001	MBK	11001		3,653.41	44,039.84
Bill	06/15/2023	11286	MBK	11286		16,434.91	60,474.75
Total Subventions Engineering						60,474.75	60,474.75

#2044 Reclamation District  
**Profit & Loss Detail**  
 July 2022 through June 2023

Type	Date	Num	Name	Memo	Clr	Amount	Balance
<b>MBK, Inc - Other</b>							
Credit	06/15/2023	11286	MBK	overpayment of invoices 1041...		-516.08	-516.08
Total MBK, Inc - Other						-516.08	-516.08
Total MBK, Inc						61,319.55	61,319.55
<b>MBK, Inc, Special Project</b>							
Check	07/22/2022	2654	MBK	February Subventions	X	0.00	0.00
Check	12/19/2022	2676	MBK	February Subventions	X	0.00	0.00
Total MBK, Inc, Special Project						0.00	0.00
Total Engineering Services						61,525.80	61,525.80
<b>Legal Services</b>							
<b>Alan R. Coon</b>							
Bill	08/29/2022	684	Alan R. Coon	684		5,595.23	5,595.23
Bill	11/29/2022	687	Alan R. Coon	687 Aug - October		3,648.00	9,243.23
Bill	02/11/2023	693	Alan R. Coon	November-December Inv. 693		3,069.00	12,312.23
Bill	03/12/2023	695	Alan R. Coon	January and February 2023		3,408.00	15,720.23
Bill	06/01/2023	699	Alan R. Coon	MARCH AND APRIL		4,896.00	20,616.23
Bill	06/28/2023	701	Alan R. Coon	May and JUNE		3,456.00	24,072.23
Total Alan R. Coon						24,072.23	24,072.23
Total Legal Services						24,072.23	24,072.23
<b>Secretarial</b>							
Check	07/06/2022	2333	Diane Dias	July		550.00	550.00
Check	07/24/2022	2342	Diane Dias	August		600.00	1,150.00
Check	08/31/2022	2348	Diane Dias	September		600.00	1,750.00
Check	08/31/2022	2348	Diane Dias	4 hours audit preparation		400.00	2,150.00
Check	09/25/2022	2658	Diane Dias	October		600.00	2,750.00
Check	11/07/2022	2669	Diane Dias	November		600.00	3,350.00
Check	11/29/2022	2675	Diane Dias	December		600.00	3,950.00
Check	01/02/2023	2680	Diane Dias	January		600.00	4,550.00
Check	02/12/2023	2694	Diane Dias	Feb plus prep Form 700		675.00	5,225.00
Check	03/06/2023	2700	Diane Dias	March		600.00	5,825.00
Check	04/02/2023	2704	Diane Dias	April		600.00	6,425.00



#2044 Reclamation District  
**Profit & Loss Detail**  
 July 2022 through June 2023

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Check	04/30/2023	2712	Diane Dias	May		600.00	7,025.00
Check	06/07/2023	2723	Diane Dias	June		600.00	7,625.00
<b>Total Secretarial</b>						7,625.00	7,625.00
<b>Professional Services - Other</b>							
Bill	10/25/2022	10-1...	Katie Wiley	Posting AGenda		45.00	45.00
<b>Total Professional Services - Other</b>						45.00	45.00
<b>Total Professional Services</b>						97,524.28	97,524.28
<b>Service Charge</b>							
Check	07/08/2022			Service Charge		7.28	7.28
Check	08/08/2022			Service Charge		3.72	11.00
Check	09/08/2022			Service Charge		3.02	14.02
Check	10/08/2022			Service Charge		3.90	17.92
Check	03/08/2023			Service Charge		11.14	29.06
Check	04/08/2023			Service Charge		5.17	34.23
Check	05/08/2023			Service Charge		4.54	38.77
Check	06/08/2023			Service Charge		4.71	43.48
<b>Total Service Charge</b>						43.48	43.48
<b>Utilities</b>							
<b>1835447747-5</b>							
Bill	03/28/2023	1835...	PG&E	1835 2/28-3/28		800.01	800.01
Bill	03/31/2023	1835	PG&E	1835		27.47	827.48
Bill	05/30/2023	1835...	PG&E	1835 4/28-5/29		29.30	856.78
Bill	06/28/2023	1835...	PG&E	1835 5/30-6/27		26.55	883.33
<b>Total 1835447747-5</b>						883.33	883.33

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#2044 Reclamation District  
**Profit & Loss Detail**  
 July 2022 through June 2023

Type	Date	Num	Name	Memo	Clr	Amount	Balance
<b>PG&amp;E</b>							
<b>1208223181-7</b>							
Bill	07/24/2022	1208	PG&E	1208		7,803.71	7,803.71
Bill	08/23/2022	1208...	PG&E	1208		9,706.12	17,509.83
Bill	09/22/2022	1208...	PG&E	1208		5,470.18	22,980.01
Bill	11/07/2022	1208...	PG&E	1208		3,115.84	26,095.85
Bill	11/21/2022	1208	PG&E	120810/21-11/20		2,547.29	28,643.14
Bill	12/21/2022	1208...	PG&E	120811/21-12/20		5,421.00	34,064.14
Bill	01/23/2023	1208...	PG&E	1208 12-21-1/22		19,329.41	53,393.55
Bill	02/22/2023	1208	PG&E	1208 1/23-2/21		7,120.10	60,513.65
Bill	03/23/2023	1208...	PG&E	1208 2/22-3/22		7,527.17	68,040.82
Bill	04/24/2023	1208...	PG&E	1208 3/23-4/23		5,156.90	73,197.72
Bill	05/23/2023	1208...	PG&E	1208		4,387.81	77,585.53
Bill	06/22/2023	1208...	PG&E	1208 5/23-6/21		9,671.57	87,257.10
Total 1208223181-7						<u>87,257.10</u>	<u>87,257.10</u>
Total PG&E						<u>87,257.10</u>	<u>87,257.10</u>
Total Utilities						88,140.43	88,140.43
<b>Water Rights</b>							
Bill	01/09/2023	L001...	CA Department ...	094-000720		2,325.40	2,325.40
Total Water Rights						<u>2,325.40</u>	<u>2,325.40</u>
Total Expense						<u>404,003.65</u>	<u>404,003.65</u>
Net Ordinary Income						<u>41,004.47</u>	<u>41,004.47</u>
Net Income						<u><u>41,004.47</u></u>	<u><u>41,004.47</u></u>

**RD 2044 Warrant List**

Date of Warrant	Warrant Number	Amount	Interest Rate	Interest		
6/20/2021	1384	\$5,000.00	3.25%	\$273.80	PAID 1/2023	
	1385	\$5,000.00	3.25%	\$257.77	PAID 1/2023	
7/20/2021	1386	\$5,000.00	3.25%	\$257.77	PAID 1/2023	
	1387	\$5,000.00	3.25%	\$243.08	PAID 1/2023	
	1388	\$5,000.00	3.25%	\$243.08	PAID 1/2023	
8/15/2021	1389	\$5,000.00	3.25%	\$243.08	PAID 1/2023	
	1390	\$5,000.00	3.25%	\$242.64	PAID 1/2023	
	1391	\$5,000.00	3.25%	\$229.73	PAID 1/2023	
	1392	\$5,000.00	3.25%	\$229.73	PAID 1/2023	
9/7/2021	1393	\$5,000.00	3.25%	\$229.73	PAID 1/2023	
	1394	\$5,000.00	3.25%	\$220.38	PAID 1/2023	
	1395	\$5,000.00	3.25%	\$220.38	PAID 1/2023	
				\$3,438.77		
10/20/2021	1396	\$5,000.00	3.25%	\$236.40	paid 2/17/2023	
	1397	\$5,000.00	3.25%	\$223.94	paid 2/17/2023	
	1398	\$5,000.00	3.25%	\$223.94	paid 2/17/2023	
	1399	\$5,000.00	3.25%	\$223.94	paid 2/17/2023	
12/6/2021	1400	\$5,000.00	3.25%	\$197.23	PAID 2/17/2023	
12/6/2021	1401	\$5,000.00	3.25%	\$197.23	PAID 2/17/2023	
	1402	\$5,000.00	3.25%	\$197.23	paid 2/17/2023	
12/27/2021	1403	\$5,000.00	3.25%	\$197.23	paid 2/17/2023	
	1404	\$5,000.00	3.25%	\$197.23	paid 2/17/2023	
	1405	\$10,000.00	3.25%	\$374.86	pad 2/17/2023	
	1406	\$10,000.00	3.25%	\$374.86	paid 2/17/2023	
		\$65,000.00		\$2,644.09		\$67,644.09
1/27/2022	1407	\$10,000.00	3.25%	\$389.11		
	1408	\$10,000.00	3.25%	\$389.11		
3/7/2022	1409	\$5,000.00	3.25%	\$160.72		
	1410	\$5,000.00	3.25%	\$160.72		
4/11/2022	1411	\$10,000.00	3.25%	\$321.44		
	1412	\$5,000.00	3.25%	\$146.92		
		\$45,000.00		\$1,568.02		\$46,568.02
5/4/2022	1413	\$5,000.00	4.00%			
	1414	\$5,000.00	4.00%			
	1415	\$5,000.00	4.00%			
	1416	\$5,000.00	4.00%			
6/7/2022	1417	\$5,000.00	4.00%			
	1418	\$5,000.00	4.00%			
	1419	\$5,000.00	4.00%			
	1420	\$5,000.00	4.00%			
7/11/2022	1421	\$5,000.00	4.00%			
	1422	\$5,000.00	4.00%			
	1423	\$5,000.00	4.00%			
	1424	\$5,000.00	4.00%			
7/26/2022	1425	\$5,000.00	4.00%			
	1426	\$5,000.00	4.00%			
	1427	\$5,000.00	4.00%			
	1428	\$5,000.00	4.00%			
7/26/2022	1429	\$5,000.00	4.00%			
	1430	\$5,000.00	4.00%			
	1431	\$5,000.00	4.00%			
	1432	\$5,000.00	4.00%			
	1433	\$5,000.00	4.00%			
	1434	\$5,000.00	4.00%			

### RD 2044 Warrant List

Date of Warrant	Warrant Number	Amount	Interest Rate	Interest
	1435	\$5,000.00	4.00%	
	1436	\$5,000.00	4.00%	
	1437	\$5,000.00	4.00%	
	1438	void	4.00%	
	1439	\$5,000.00	4.00%	
	1440	\$5,000.00	4.00%	
8/31/2022	1441	\$5,000.00	4.00%	
	1442	\$5,000.00	4.00%	
	1443	\$5,000.00	4.00%	
	1444	\$5,000.00	4.00%	
	1445	\$5,000.00	4.00%	
9/26/2022	1446	\$10,000.00	4.00%	
	1447	\$10,000.00	4.00%	
	1448	\$10,000.00	4.00%	
	1449	\$10,000.00	4.00%	
	1450	\$10,000.00	4.00%	
	1451	\$10,000.00	4.00%	
	1452	\$10,000.00	4.00%	
	1453	\$10,000.00	4.00%	
10/5/2022	1454	\$5,000.00	5.50%	
	1455	\$5,000.00	5.50%	
12/21/2022	1456	\$5,000.00	5.50%	
	1457	\$5,000.00	5.50%	
	1458	\$5,000.00	5.50%	
	1459	\$5,000.00	5.50%	
	1460	\$5,000.00	5.50%	
	1461	\$5,000.00	5.50%	
1/3/2023	1462	\$5,000.00	7.00%	
	1463	\$5,000.00	7.00%	
2/13/2023	1465	\$5,000.00	7.00%	
	1466	\$5,000.00	7.00%	
	1467	\$5,000.00	7.00%	
	1468	\$5,000.00	7.00%	
	1469	\$5,000.00	7.00%	
3/7/2023	1470	\$5,000.00	7.00%	
	1471	\$5,000.00	7.00%	
	1472	\$5,000.00	7.00%	
	1473	\$5,000.00	7.00%	
	1474	\$5,000.00	7.00%	
	1475	\$5,000.00	7.00%	
	1476	\$5,000.00	7.00%	
	1477	\$5,000.00	7.00%	
4/3/2023	1478	\$10,000.00	7.50%	
	1479	\$10,000.00		
	1480	\$10,000.00		
	1481	void		
	1482	\$5,000.00		
5/3/2023	1483	\$5,000.00		
	1484	\$5,000.00		
	1485	\$5,000.00		
	1486	\$5,000.00		
	1487	\$5,000.00		
6/5/2023	1488	\$5,000.00		
	1489	\$5,000.00		
	1490	\$5,000.00		
	1491	\$5,000.00		
	1492	\$5,000.00		
	1493	\$5,000.00		
	1494	\$5,000.00		

RD 2044 Warrant List

Date of Warrant	Warrant Number	Amount	Interest Rate	Interest		
	1495	\$5,000.00				
	1496	\$5,000.00				
	1497	\$5,000.00				
7/5/2023	1498	\$5,000.00				
	1499	\$5,000.00				
	1500	\$5,000.00				
	1501	\$5,000.00				
	1502	\$5,000.00				
		<b>\$490,000.00</b>				

**ATTACHMENT 4**



Water Resources • Flood Control • Water Rights

## MEMORANDUM

August, 2023

**TO:** Reclamation District No. 2044  
**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 57 sites that need to be addressed and prioritized for repairs. We have submitted a permit application not repair these sites; a draft permit should be provided shortly; we will review quickly to support returning for authorization to allow for fall repairs. Work outside this permit coverage could be done under your RMA over several years. Estimated cost for all erosion repairs is \$350,000. Critical and serious 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. Estimated costs for Critical sites is \$150,000. A bid is prepared to solicit numbers for Critical sites; we recommend awarding to lowest responsive contractor immediately.
- 2) Rodent Activity – Possible Beaver Dens – There are either sinkholes or voids at multiple locations on the south levee that should be excavated and explored. They are adjacent to erosion site; both west of the main access road south. Consider a budget not to exceed \$10,000 to focus on these 2 locations.
- 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, crown 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. An area that has been moving for some time is located at the southeast side of the Marina on the levee crown near station 303+00 – 305+00. There is also a possible void in the waterside slope near the main pumpstation south of Eight Mile Road. Consider a budget of \$25,000 to focus on most active areas first.

- 4) 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. We have notified CDFW of the dead trees on the east levee south of Eight Mile Road and they can be removed without any mitigation; these were invasive Acatia trees that can be removed when they die.
- 5) Animal Control, as necessary. Consider repairing and installing new bait boxes on landside slope of levees and perform repairs of rodent activity. \$5,000
- 6) 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  
\$250,000 - \$300,000**

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 filing 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 to 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 losses 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.



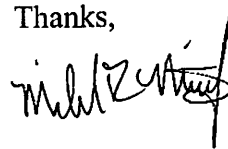
When questioned about this, the consultant said that came from a table that based jobs on total project cost. That much levee work would take many years, so the construction job estimate is too high.

**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 "Michael Ziegler". The signature is written in a cursive style with a prominent vertical stroke at the end.

## Site Data

### Reclamation District No. 2044 - King Island

Eroded Slopes or High Energy Damaged Sites

Bank Protection Project(S) 2023 Damaged Sites

<b>SERIOUS PRIORITY SITES</b>				
<b>SITE NUMBER</b>	<b>BEGIN STATION</b>	<b>END STATION</b>	<b>LENGTH (FT)</b>	<b>QUANTITY (TON)</b>
1	6+20	6+40	20	14
2	12+50	12+80	30	21
3	53+10	53+40	30	21
4	61+00	61+60	60	42
5	62+60	63+40	80	56
6	64+80	65+00	20	14
7	72+80	73+00	20	14
8	75+60	75+80	20	14
9	79+80	79+95	15	11
10	91+20	91+35	15	11
11	108+90	109+10	20	14
12	120+00	120+25	25	18
13	121+30	121+70	40	28
14	130+10	134+30	420	294
15	137+60	138+10	50	35
16	157+30	158+15	85	60
17	162+10	162+25	15	11
18	172+40	173+15	75	53
19	175+80	176+00	20	14
20	184+25	184+85	60	42
21	197+70	198+30	60	42
22	214+60	223+70	910	637
23	235+00	237+20	220	154
24	266+20	266+60	40	28
25	274+90	275+20	30	21
26	277+50	277+90	40	28
27	290+40	291+10	70	49
28	298+20	298+40	20	14
29	302+00	302+20	20	14
30	304+00	304+25	25	18
31	337+50	339+00	150	105
32	401+90	404+30	240	168
33	404+70	405+00	30	21
34	406+40	408+00	160	112
35	466+00	466+20	20	14
36	474+00	474+40	40	28
37	476+75	478+00	125	88

**TOTALS                      3,320                      2,325**

**COST ESTIMATE                      \$185,000**

## Site Data

### Reclamation District No. 2044 - King Island

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	128+80	131+80	300	210
2	202+90	209+40	650	455
3	212+05	213+60	155	109
4	228+80	229+20	40	28
5	229+90	233+05	315	221
6	241+30	241+60	30	21
7	244+50	245+00	50	35
8	251+20	251+55	35	25
9	252+60	253+00	40	28
10	254+90	255+30	40	28
11	258+00	260+20	220	154
12	262+75	263+90	115	81
13	269+60	269+80	20	14
14	340+70	341+70	100	70
15	347+80	350+60	280	196
16	354+20	355+80	160	112
17	358+50	359+20	70	49
18	365+70	366+15	45	32
19	410+00	410+60	60	42
20	430+00	430+40	40	28
TOTALS			2,765	1,936

COST ESTIMATE

\$150,000

# Scenario 1 Climate Smart Agriculture Focused

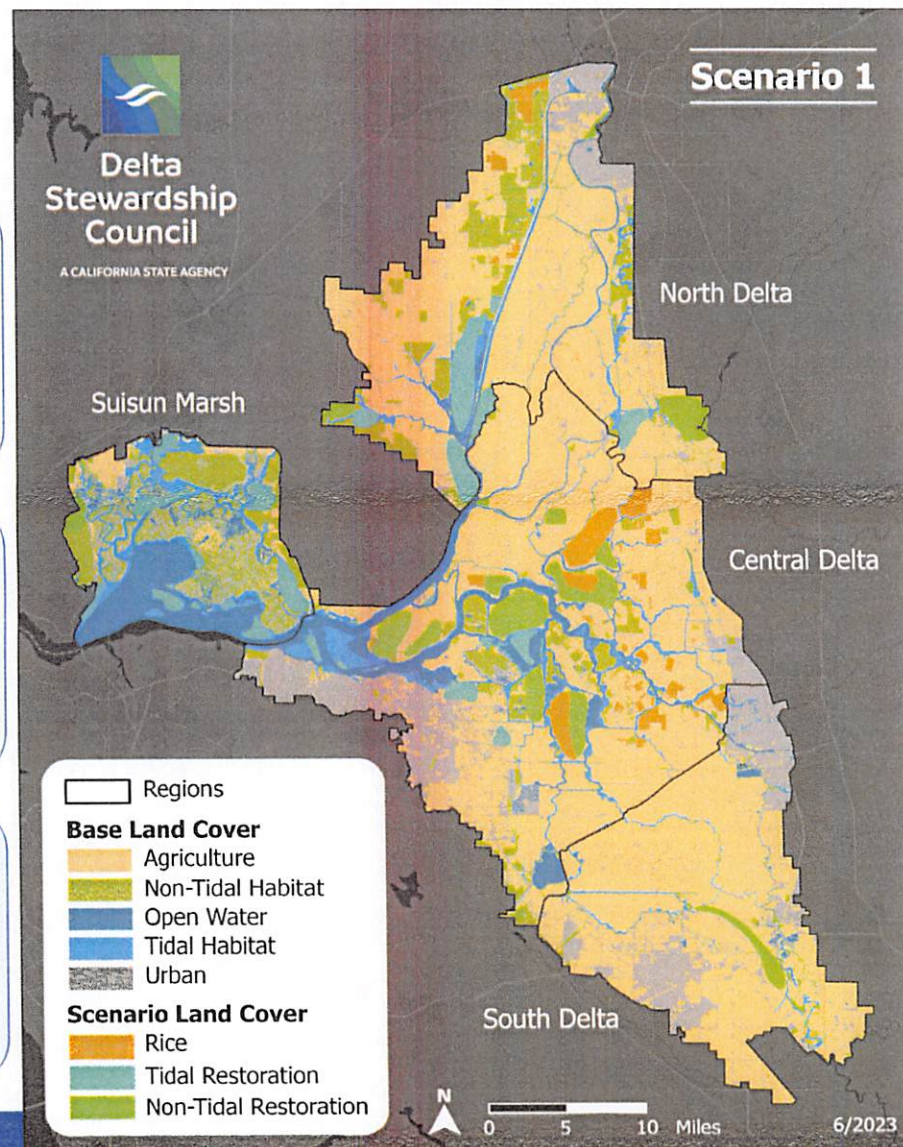
**Agriculture** -8% decrease in cropped lands  
 -9% decrease in agricultural jobs  
 -5% decrease in gross revenue  
 24% subsidized land coverage  
 \$7M rice conversion costs



**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

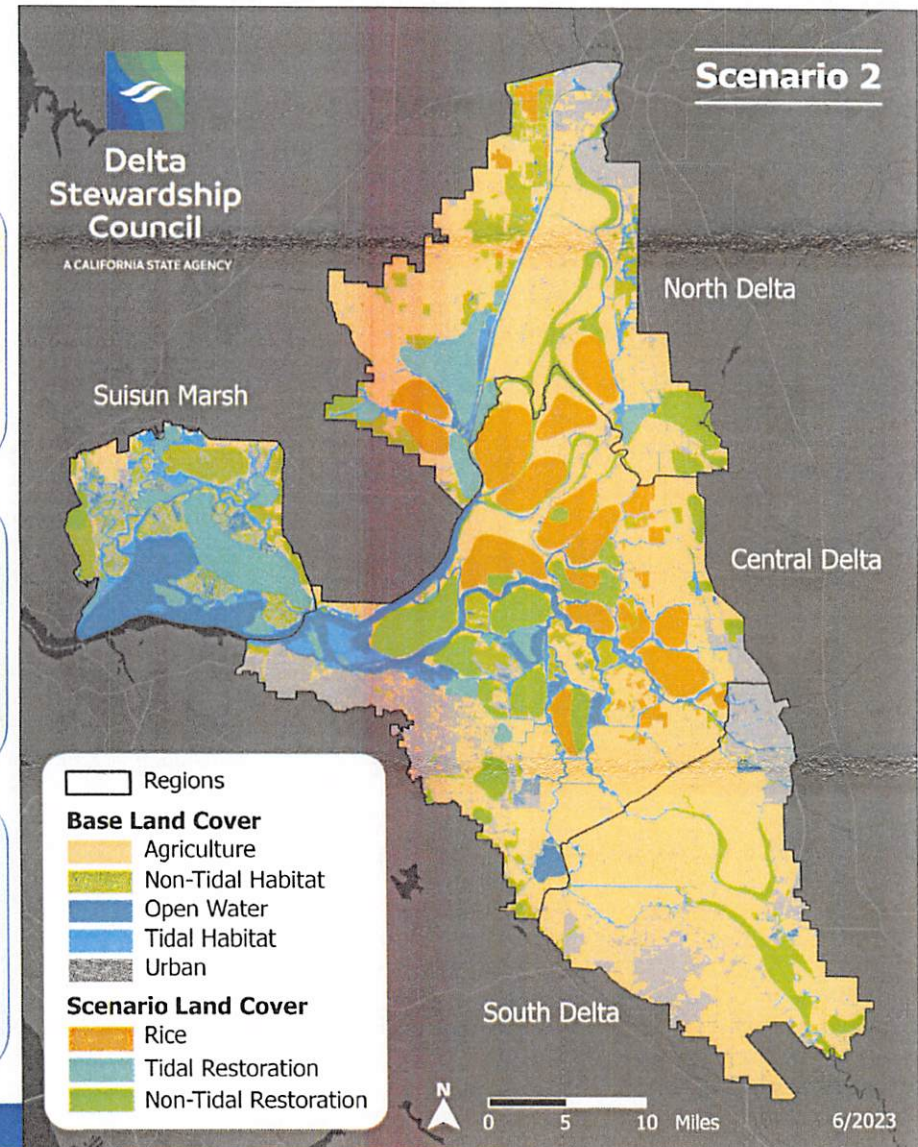
**Agriculture** -15% decrease in cropped lands  
 -26% decrease in agricultural jobs  
 -14% decrease in gross revenue  
 42% subsidized land coverage  
 \$52M rice conversion costs



**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

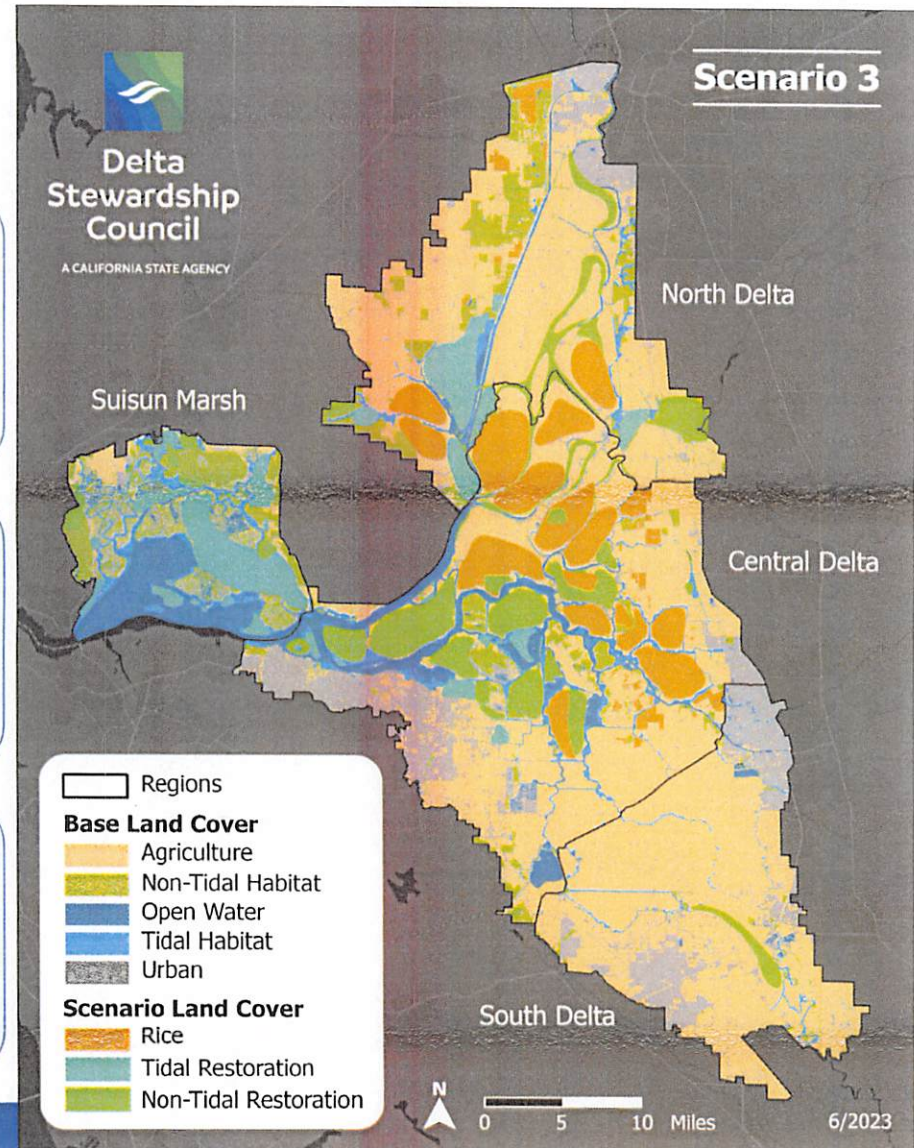


523k MT CO<sub>2</sub>e avoided annual GHG emissions  
 +27k acres non-tidal restoration  
 +36k acres tidal wetland restoration  
 +5,120 habitat restoration jobs  
 \$388M habitat restoration costs

## Flooding



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



**ATTACHMENT 5a**

## Reclamation District No. 2044

### MINUTES

A meeting for Reclamation District 2044 was called to Order at 8:30 a.m. on November 29, 2022, at the offices of Reclamation District #2044 and Alan R. Coon, 2575 Grand Canal Blvd., Suite 201, Stockton, CA and alternative Zoom attendance sites.

Present: Trustees Skip Foppiano, John Jackson, Andy Solari and Henry Foppiano IV. Also present was Secretary Alan R. Coon, and Engineer, Mike Moncrief. Absent was Manager Geno Celli

1. **Public Comment**. Discussion took place regarding raising assessments to address CPI, electrical (pumping) and vendor increases last 2 years noting that there has been no assessment increase for 15 years although there have been increase pumping charges, salaries and electrical. It was also stated that there was too much standing water at Weinstein and Carmelo parcels believed causes by unnecessary pumping and dilatory drainage conditions. The Trustees directed Secretary to cause Manager to shut off their respective pipes. In addition, Secretary Coon was directed to ask Manager to investigate compacting levees walls at the Carmello culvert.

2. **Manager's Report**. Manager Celli was not there to report. Questions were asked whether Archer has completed tree trimming or should the District hire Dino & Sons to complete outstanding maintenance.

3. **Engineer's Report**: Final subvention claim for 2021-2022 was submitted. Subvention for 2022-2023 was approved the Statewide funding of \$12M was up from \$10M. Discussion was had as to selectin a seepage/enhancement/mitigation area for a special project and the Board directed Attorney and Engineer to consider the southern acreage in the Jackson parcel because of wet conditions, etc. There have been 8 nutrea found on Sherman Island. Engineer noted the ongoing request for final plans re Van Dyn Dam (pumphouse to be included). Engineer then advised need of proper fill material for compaction when dead trees are removed at several levee locations. Discussed need alignment of pipe for the DCA water supply project (there may be an access point on Marchetti property). Finally, please see Engineer Reports including submitting letter of concerns regarding Bethany. For full report see attached.

4. **Financial Matters**: The Secretary advised that current assessment is \$37.50, which followed a discussion regarding raising the assessments; and , it was agreed that the assessment would be raised by 10% or (\$41.25) for 2022-2023, eight



percent (8%) for 2023 or \$44.55 and another eight percent (8%) or \$48.12 for 2024-2025 in Action Item B, infra.

5. Motion was made by Trustee Skip Foppiano, Second by John Jackson and unanimously carried to approve the following action items, with the exception of Item E:

- A. Approval of Minutes of Meeting held on July 27, 2022;
- B. To consider public comment and confirm publication of Notice and Action to Adopt a Resolution to Levy the District's Operation and Maintenance Assessment No. 16 and Resolution thereon;
- C. To ratify approval of renewal of insurance and payment of premium for 2022-2023 [\$11,109.00];
- D. Approval and/or ratification of any procurement or contracts for work under and pursuant to the Subventions Program Work Agreement for the 2022-23 fiscal year and authorization of Manager James Harvey and/or District Secretary to execute said agreements;
- E. Consider action related to special project regarding carbon dioxide sequestration; **This was not approved.**
- F. Consider approval of draft 2021-2022 Audit and ratify Secretary executing Representation Agreement.

With nothing further, the meeting was adjourned.

Respectfully Submitted,

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

Secretary, Reclamation District #2044

**ATTACHMENT 5d**

## **CONTRACT FOR SERVICES**

This Contract is amended as of the \_\_\_\_ day of \_\_\_\_\_ 2023, by and between RECLAMATION DISTRICT Number 2044, 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, which shall include attendance at four regularly scheduled Board meetings. 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

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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 2044  
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: \_\_\_\_\_  
Alan R. Coon, Secretary

By: \_\_\_\_\_  
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 5e**

**BYLAWS OF**  
**RECLAMATION DISTRICT NO. 2044**  
**As Amended 2023**

**ARTICLE I**  
**Offices**

Section 1.01. The name of the District is Reclamation District No 2044 ("District") recognizing it is sometime referred to as "King Island Reclamation District No. 2064". The permanent address of the District is:

RECLAMATION DISTRICT NO. 2044  
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 five (5) 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 at 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.

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>
Henry Foppiano IV	First Friday of December 2025
John Jackson	First Friday of December 2025
Skip Foppiano	First Friday of December 2025
Vacant	First Friday of December 2023
Andy Solari	First Friday of December 2023

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 8:30 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 8:30 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 trustees then the Secretary shall select 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 400 E Kettleman Lane, Suite 20-K, Lodi, CA 95240 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 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. 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.

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 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.

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**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. 2044; 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.

\_\_\_\_\_  
ALAN R. COON  
Secretary,  
Reclamation District No. 2044

**ATTACHMENT 5f**





May 22, 2023

Board of Trustees  
Reclamation District No. 2044  
c/o Alan Coon  
2575 Grand Canal Blvd, Ste. 201  
Stockton, CA 95207

We are pleased to confirm our understanding of the services we are to provide Reclamation District No. 2044 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. 2044 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. 2044'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. 2044 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 \$4,600. 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. 2044's financial statements. Our report will be addressed to the Board of Trustees of Reclamation District No. 2044. 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. 2044 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. 2044.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 6b**

June 1, 2023

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

Re: Delta Farms Reclamation District #2044

Dear Mr. Kahn:

The rate for Delta Farms Reclamation District #2044 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