

**RECLAMATION DISTRICT NO. 828  
AGENDA FOR SPECIAL MEETING OF  
BOARD OF TRUSTEES  
10:30 A.M. APRIL 14, 2025**

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

**AGENDA**

1. Call to Order/Roll Call.
2. Public comment: Under Government Code section 54954.3, members of the public may address the Board on any issue in the District's jurisdiction. The public may address any item on the agenda at the time it is taken up.
3. Oath of Office. Administer Oath of Office to Appointee.
4. Minutes. Consider for approval minutes of the District's Regular meeting of January 31, 2025, and Special Meeting of March 28, 2025.
5. Financial Report. Accept and approve District Financial Report.
6. Insurance. Ratify authorizing James G. Parker & Associates as new Insurance Company for District replacing Dohrmann Insurance.
7. Resolution 2025-01. Adopt Resolution 2025-01 Authorizing Trustee Villapudua as Authorized Signor Approving Transactions for District Accounts.
8. SJAFCA Reimbursement. Discussion and possible action regarding 2011 Cooperative Agreement between San Joaquin Area Flood Control Agency, Reclamation District 1614, and Reclamation District 828 to Share Costs Related to Proposition 218 Elections for the Smith Canal Closure Structure and the Reconstruction of the Wisconsin Pump Station for Reclamation District 1614
9. Engineers' Report. Discussion and Possible Action.

**I. OIL SPILL ALONG LEVEE @ LEVEE STATION 22+50**

- A. Email correspondence TKM to AJP on reimbursement via SAM Account. Review with counsel on response to US Coast Guard National Pollution Funds Center. Action: Does the District want to pursue reimbursement of ~\$7,000.00 when it may take that much time and cost to complete the filing and SAM Account.

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

- A. KSN Inc. is in the process of updating the District's Emergency Operations plan. KSN has completed the EOP updates and submitted them to County for review and ultimate reimbursement. Noted changes: Added recovery section (post flood) to the plan as well as reference to Smith Canal Gate.

Changes include:

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

*Materials related to an item on this Agenda submitted to the Trustees after distribution of the agenda packet are available for public inspection in the office of the District Secretary at Neumiller & Beardslee, 3121 West March Lane, Suite 100, Stockton, California during normal business hours.*

- EOP Section 2.2 – clarification of trigger actions, reference contacts for Smith Canal Gate Ops.
- EOP Section 4 regarding unified command. Updated this group name from “Unified Command” to “Basin Group”, that includes the Delta as a whole but focuses on San Joaquin under this grant.
- EOP Section 7 (new) regarding Recovery.
- Addition of Attachment 4 – Emergency Resolution.
- Addition of Attachment 5 - Emergency Regulatory.

Notifications:

- Format was not the focus of this update. We hope to address this in future projects. The content, however, remains consistent. Role out of Report in May.

**III. FOLLOW UP FROM PREVIOUS MEETING ACTION ITEMS:**

- A. The Board of Trustees meeting was held on January 31, 2025, and budgeted two projects each totaling <\$25K for Erosion and Vegetation Control.
- B. Meeting on Trustee boat tour tentatively scheduled for week of April 21, 2025, with KSN staff.
- C. The items part of Exhibit C are the results of the land-based inspection completed 4/7/25 and are planned to be reviewed with Dino & Sons Ditching Service week of April 14, 2025, prioritized and developed into construction contract.
- D. Annual Weed Control 2025 Season – Status Update – 2025 County Spray Permits have been acquired and are on file.

10. Correspondence. Review and discuss correspondence received.

11. Meetings Attended. Report on meetings attended.

12. Trustee Reports. Discussion and direction regarding Trustee reports.

- a. Recent homeless activity with destruction of signs.
- b. Rotation of Board President position.
- c. Assistance with checking on levee.
- d. Update of Caltrans (KSN).
- e. Update on Rock, Tree removal and other suggested improvements (KSN).
- f. Update on Oil Spill arrest, i.e., can claims be made to make a felony (KSN).

13. Future Agenda Items. Discussion and possible action to add items to future agendas.

14. District Calendar.

- a. Next Meeting is July 14, 2025, at 10:30 a.m.

15. Bills. Approval of bills to be paid.

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16. Adjournment.

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**AGENDA PACKET  
RECLAMATION DISTRICT 828  
APRIL 14, 2025**

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

# ITEM 4

**MINUTES OF MEETING OF  
RECLAMATION DISTRICT NO. 828  
8:00 A.M. JANUARY 31, 2025**

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

1. Call to Order. The meeting was called to order at 8:14 a.m. Present were President Deby Provost, Trustee Paul Marsh, Chris Neudeck, District Engineer, Andy Pinasco, District Legal Counsel, and Dominick Gulli (public).
2. Public comment:
  - a. None.
3. Minutes.
  - a. Mr. Pinasco reviewed the draft minutes of the June 28, 2024, meeting with the Trustees. Trustee Marsh moved, seconded by President Provost, to approve the minutes of the June 28, 2024, meeting as presented. The motion carried unanimously by the Trustees present.
4. Financial Report. Accept and approve District Financial Report.
  - i. Mr. Pinasco presented the District's financial report. President Provost moved, seconded by Trustee Marsh, to accept the report as presented. The motion carried unanimously by the Trustees present.
5. Insurance. Delegate Authority to Approve Insurance Policy for 2025/2026 Insurance Year.
  - a. Mr. Pinasco reported to the directors that their insurance policies run from April to April. Because the District will not be having a regular meeting between now and the time the policies expired, the Trustees had two options to address the issue: 1) call a special meeting to review and approve insurance policies for the District; and 2) delegate authority to the President to approve of an insurance policy on behalf of the District.
  - b. President Provost moved, seconded by Trustee Marsh, to delegate authority to the President. The motion carried unanimously by the Trustees present.
6. Audit. Accept Draft Auditor's Financial Report for fiscal year ending June 30, 2024
  - a. Mr. Pinasco reviewed the report with the Trustees, noting that the report is an unmodified opinion provided by the District's Auditor.
  - b. President Provost moved, seconded by Trustee Marsh, to accept the audit as presented. The motion carried unanimously by the Trustees present.
7. Engineers' Report. Mr. Neudeck presented a written and oral report to the trustees on the following items.
  - I. OIL SPILL ALONG LEVEE @ LEVEE STATION 22+50**
    - A. Review cost claim for reimbursement for oil spill that occurred Friday September 27, 2024. Claim was initially rejected requesting further information. Identify resubmittal date by District.
  - II. AB 360 DELTA LEVEE SUBVENTIONS PROGRAM**
    - A. Review the District's Final Claim for Fiscal Year 2023/24

TOTAL FINAL CLAIM	\$ 31,199.29
LESS DISTRICT SHARE (2,500/MILE @ 1.7 miles)	<u>\$ 4,250.00</u>
TOTAL ELIGIBLE	<u>\$ 26,949.29</u>

B. Inspection with DWR / CDFW January 13, 2025 Status Update.

C. Review any levee related matters with the Board of Trustees.

### III. **SAN JOAQUIN COUNTY OFFICE OF EMERGENCY SERVICES (OES) DELTA R3 UPDATE FLOOD SAFETY PLANS**

A. KSN Inc. is in the process of updating the District's Emergency Operations plan. Developers meeting with Chris Neudeck Friday 01/10/25 for updates. Will unveil upon its completion in February 2025.

### IV. **FOLLOW UP FROM PREVIOUS MEETING ACTION ITEMS:**

A. The Trustees discussed setting of date for Trustee boat tour with KSN staff. No action taken.

B. <\$25K vegetation control project. Will develop following trustee boat tour.

1. After discussion, the Trustees present unanimously agreed to allow President signature on contract on a motion by Trustee Marsh, seconded by President Provost.

C. <\$25K erosion control project.

1. After discussion, the Trustees present unanimously agreed to allow President to allow President signature on contract for erosion control to be identified by District Engineer on a motion by Trustee Marsh, seconded by President Provost.

D. Annual Weed Control 2025 Season – Status Update – 2025 County Spray Permits needed. KSN will be in contact with Board President to provide application and sign permit at SJC Ag Commissioner.

1. Winter weed application, post and pre-emergent November/December 2024 to control 2025 weeds.
2. Summer weed application spot treat weeds on site and needed until October 2025.
3. Aurndo (Bamboo) Treatment multiple applications during summer 2025 to control growing on levee water side slope.

8. Correspondence. Mr. Pinasco reported on correspondence received from the United States Coast Guard regarding the Oil Spill reimbursement claim made by the District.

9. Meetings Attended.

a. None.

10. Trustee Reports. Discussion and direction regarding Trustee reports.

a. No reports from Trustee Marsh

b. President Provost reported that trees are being cut down on the levee by an unknown individual or group.

11. Future Agenda Items. The Trustees requested that the SJAFCA reimbursement item be added to the April agenda for review and consideration.

12. District Calendar.

a. Next Meeting is April 14, 2025

13. Bills. Approval of bills to be paid.
  - a. Mr. Pinasco provided a written and oral report regarding the Districts bills. The Trustees present unanimously approved payment of the bills presented on a motion by Trustee Marsh, seconded by President Provost.
14. Adjournment. The January 31, 2025, meeting was adjourned at 9:26am by President Provost.



# ITEM 5

## RECLAMATION DISTRICT NO. 828

APRIL 2025

## FINANCIAL REPORT

75% FISCAL YEAR 2024-2025

		<b>BUDGET FY 2024-2025</b>	<b>Expended PTD</b>	<b>Expended YTD</b>	<b>YTD %</b>
<b>EXPENSES</b>					
<b>GENERAL FUND</b>					
	<b>Administrative</b>				
G1	Annual Audit	\$5,300.00	\$130.00	\$5,430.00	102%
	Public Communication				
G2	and Noticing	1,500.00	\$0.00	\$250.00	17%
G3	Election Expense	0.00	\$0.00	\$0.00	0%
G4	Trustee Fees	1,200.00	\$600.00	\$2,988.07	249%
	County Assessment				
G5	Administration	1,000.00	\$0.00	\$502.28	50%
	<b>SUBTOTAL</b>	<b>\$9,000.00</b>	<b>\$730.00</b>	<b>\$9,170.35</b>	<b>102%</b>
	<b>Consultants</b>				
G14	Engineering				
G14A	General Engineering	\$8,500.00	\$10,948.75	\$19,724.73	232%
G14C	Levee Subventions	\$11,000.00	\$3,389.00	\$11,215.08	0%
	Levee Maintenance				
G14D	(Engineering)	\$7,500.00	\$0.00	\$0.00	0.0%
G14E	Five Year Plan		\$0.00	\$0.00	
G15	General Legal	16,000.00	\$11,340.68	\$18,861.39	118%
	Oil Spill Costs (Reimb)		\$0.00	\$12,083.35	
	<b>SUBTOTAL</b>	<b>\$43,000.00</b>	<b>\$25,678.43</b>	<b>\$61,884.55</b>	<b>144%</b>
	<b>Other</b>				
G18	Insurance	\$14,000.00	\$11,256.00	\$11,356.00	81%
	<b>SUBTOTAL</b>	<b>\$14,000.00</b>	<b>\$11,256.00</b>	<b>\$11,356.00</b>	<b>81%</b>
	<b>TOTAL GENERAL FUND</b>	<b>\$66,000.00</b>	<b>\$37,664.43</b>	<b>\$82,410.90</b>	<b>125%</b>
<b>RECURRING EXPENSES</b>					
R1	<b>Levee</b>				
R1A	General Maintenance	\$10,000.00	\$0.00	\$6,386.28	64%
R1B	Riprap and Levee Repair	35,000.00	\$0.00	\$0.00	0%
R1C	Weed Control	25,000.00	\$0.00	\$4,440.00	18%
R1D	Animal Damage Control	0.00	\$0.00	\$0.00	0%
	<b>SUBTOTAL</b>	<b>\$70,000.00</b>	<b>\$0.00</b>	<b>\$10,826.28</b>	<b>15%</b>
	<b>TOTAL RECURRING EXPENSES</b>	<b>\$70,000.00</b>	<b>\$0.00</b>	<b>\$10,826.28</b>	<b>15%</b>
	<b>TOTAL EXPENSES</b>	<b>\$136,000.00</b>	<b>\$37,664.43</b>	<b>\$93,237.18</b>	<b>69%</b>

RECLAMATION DISTRICT NO. 828  
APRIL 2025  
FINANCIAL REPORT  
75% FISCAL YEAR 2024-2025

**INCOME**

	<b>BUDGET FY</b>			<b>%</b>
	<b>2023-2024</b>	<b>Income PTD</b>	<b>Income YTD</b>	<b>YTD</b>
Assessment - Existing	\$48,641.60	\$2,263.94	\$28,880.01	59%
Interest	1,500.00	\$6,190.40	\$18,806.00	#####
Five Year Plan		\$0.00	\$0.00	
Subvention				
Reimbursement	\$55,000.00	\$0.00	\$0.00	0%
<b>TOTAL, GROSS</b>				
<b>INCOME</b>	<b>\$105,141.60</b>	<b>\$8,454.34</b>	<b>\$47,686.01</b>	<b>45%</b>
<b>NET INCOME (LOSS)</b>	<b>(\$30,858.40)</b>	<b>(\$29,210.09)</b>	<b>(\$45,551.17)</b>	

**Fund Balance**

Fund Balance as of July 1, 2024	\$ 544,791.52
Temporary Employee Fund	\$ 15,684.21
Revenues (YTD)	\$ 47,686.01
Expenses (YTD)	\$ 93,237.18
<b>Total Cash June 2024</b>	<b>\$ 510,762.56</b>

# ITEM 6



**CALIFORNIA ASSOCIATION OF MUTUAL WATER COMPANIES  
JOINT POWERS RISK AND INSURANCE MANAGEMENT AUTHORITY (JPRIMA)  
PACKAGE/AUTO/EXCESS**

**COVERAGE PROPOSAL FOR:**

**Reclamation District No. 828 - Weber Tract**

**COVERAGE PERIOD:**

**4/1/2025 - 4/1/2026**

**PRESENTED BY:**

**Dohrmann, An Alera Group Insurance Agency LLC**

**PROGRAM MANAGER**

Allied Public Risk, LLC

CA DBA: Allied Community Insurance Services, LLC

CA License No. 0L01269

National Producer No. 17536322

[www.alliedpublicrisk.com](http://www.alliedpublicrisk.com)

(858) 866-8966

## PREMIUM SUMMARY

**NOTE:** This proposal is prepared from information supplied to us on the application submitted by you or your insurance broker. It may or may not contain all terms requested on the application. Please review carefully and let us know if any additional information is required. In addition, this proposal may contain unintentional errors or omissions. We encourage you to bring them to our attention for review. This proposal does not amend, or otherwise affect or alter, the provisions of coverage provided. This proposal does not guarantee coverage for specific claims or losses under the policy. The availability of coverage depends on the JPRIMA Memorandum of Coverage (MOC) and is subject to its terms and conditions, the facts surrounding any potential claims, and relevant legal requirements. A specimen MOC is available for your review, as is the JPRIMA Member Agreement. Enrollment in the JPRIMA requires execution of the JPRIMA Member Agreement as well as membership in the California Association of Mutual Water Companies (Cal Mutuals).

SECTION	COVERAGE		PREMIUM
1	<b>PROPERTY</b> (Including Equipment Breakdown, if granted)	\$	360.00
2	<b>INLAND MARINE</b>	\$	Excluded
3	<b>COMMERCIAL CRIME</b> (Including Faithful Performance, if granted)	\$	442.00
4	<b>COMMERCIAL GENERAL LIABILITY</b>	\$	3,832.00
5	<b>PUBLIC OFFICIALS &amp; MANAGEMENT LIABILITY</b> (Including Wrongful Acts, Employment Practices, or Employee Benefits, if granted)	\$	3,856.00
6	<b>BUSINESS AUTO</b>	\$	N/A
7	<b>COMMERCIAL EXCESS LIABILITY</b> (Including Commercial General Liability, Wrongful Acts, Employment Practices, Employee Benefits, Business Auto, and Employers Liability, if granted)	\$	1,650.00
	<b>MEMBER CONTRIBUTION</b> (excludes state-imposed taxes, surcharges, and fees)	\$	10,140.00
	<b>JPRIMA ADMINISTRATION FEES</b>	\$	1,116.00
	<b>TOTAL AMOUNT DUE*</b>	\$	11,256.00
	*Payment is due within 30 days of the effective date.		

### NOTES:

The JPRIMA MOC has a common anniversary date of April 1.

**The Member's FEIN number is required in order to bind coverage.**

Terrorism Coverage is automatically included for Property, General Liability and Excess in most regions of CA.

**Terms are per expiring. Please see binding subjectivities at end of the proposal. Terms, pricing, conditions are subject to change.**

## Section 1. PROPERTY (Included in the proposal? Yes )

<b>ISSUER:</b>	<ul style="list-style-type: none"> <li>California Association of Mutual Water Companies</li> <li>Joint Powers Risk and Insurance Management Authority (JPRIMA)</li> <li>No Joint and Several Liability for Members</li> <li>100% Reinsured</li> </ul>
<b>REINSURER</b>	<ul style="list-style-type: none"> <li>A+ XV (Superior) A.M. Best Rating</li> <li>AA- Standard &amp; Poor's Rating</li> </ul>
<b>FORM:</b>	Proprietary & Integrated

### LIMITS

Total Insured Values: (Real Property & Business Personal Property)	\$16,050	
Loss of Income (aka: Business Income)	Excluded	
Extra Expense	Excluded	
Equipment Breakdown	Excluded	
*Flood Zone Low/Moderate <u>[N/A]</u> (Each Occurrence)	Excluded	
* Munich/APR cannot warrant or provide information as to what zone(s) a specific location/address is situated in. Flood zones can and do change. It is ultimately the responsibility of the member and their insurance advisor to determine if the flood zones and flood limits proposed are adequate for their needs.		

### DEDUCTIBLES

Property Deductible (per occurrence)	\$5,000	Flood Zone Low/Moderate (\$) Deductible (per occurrence)	N/A
Equipment Breakdown Deductible (per occurrence) – aboveground and less than 50 feet belowground	N/A	Flood Zone Low/Moderate (%) Deductible (per occurrence/each affected item)	N/A
Equipment Breakdown Deductible (per occurrence) – greater than 50 feet belowground	N/A		

### COVERED LOCATIONS:

Per Statement of Values: Blanket coverage applies unless otherwise noted.

### SCHEDULE OF PROPERTY LIMITS – INDIVIDUAL LIMITS

LOC./BLDG NUM	BUILDING DESCRIPTION	BUILDING VALUE	CONTENTS VALUE	TOTAL INSURED VALUE	VALUATION	COINS. %
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This schedule does not apply.

**COINSURANCE:** N/A

### POLICY HIGHLIGHTS:

- Broad Definition of Covered Property
- Option for Special Property Floater
- Form: Special Form (including Theft)
- Proprietary Coverage Extensions

**MEMBER:** Reclamation District No. 828 - Weber Tract  
**EFFECTIVE DATE:** 4/1/2025

**DISCLAIMER:** Actual coverage is subject to the language of the policies as issued.  
Your issued policy may contain limits, exclusions, and limitations that are not detailed in this proposal.

**VALUATION:**

- Replacement Cost: Real Property & Business Personal Property (All Buildings subject to Property Valuation<sup>2</sup>)
- Actual Loss Sustained: Loss of Income (aka: Business Income)
- Optional Extended Business Income & Extra Expense (12 months or \$1,000,000, whichever is less)

<sup>2</sup>Functional Replacement Cost and/or Actual Cash Value are available for older and lower valued buildings.

**SELECTED OPTIONAL COVERAGES:**

SCADA Upgrades

Unintentional Errors

Extension of Coverage Utility Services - Direct Damage

**KEY EXCLUSIONS:**

- Earthquake & Earth Movement
- Flood (unless coverage is designated above, such coverage would be limited to locations in Zone X (Unshaded)/C only)



## SPECIAL COVERAGES

**Newly Acquired or Under Construction Real Property and Related Personal Property:** Pays up to \$1,000,000 for your newly acquired real property or under construction “real property” intended for use in your “operations” acquired or where construction began after policy inception. This applies to “real property” you buy, lease, rent, or construction, including temporary structures. An additional \$500,000 limit of insurance applies to “personal property” located at new premises.

**Equipment Breakdown<sup>3</sup>:** Pays up to the limit in the declarations for direct physical damage to covered real property or personal property and loss of income sustained and extra expense incurred that is the result of an accident or electronic circuitry impairment. The most paid under any one equipment breakdown is the limit for real property and personal property for the applicable premises. The most paid for loss of income or extra expense in any one equipment breakdown is the limit of insurance shown in the declarations under C. Loss of Income and D. Extra Expense, respectively. The limits in this extension are part of and not in addition to the limits applicable in Section I – Coverages.

Under this extension, the following coverages also apply to loss caused by or directly resulting from an accident or electronic circuitry impairment. However, with respect to coverage (9) Service Interruption below, coverage will apply only to the direct result of an accident and will not apply to the direct result of an electronic circuitry impairment. The coverages described in (1) through (10) below do not provide additional amounts of insurance, they are part of and not in addition to the applicable limits of insurance:

- (1) **Data Restoration** – Pays up to your reasonable and necessary cost to research, replace and restore lost electronic data. The most we will pay for loss, damage, or expense for electronic data restoration including actual loss of income you sustain and necessary extra expense you incur is **\$500,000**.
- (2) **Expediting Expenses** – With respect to your covered real property and personal property that is damaged, we will pay the reasonable cost to make temporary repairs; and expedite permanent repairs or permanent replacement. The most we will pay for loss or expense under this coverage is **\$100,000**.
- (3) **Extra Expense** – Extra expense is extended to apply to extra expense incurred as a result of an accident or electronic circuitry impairment covered under this extension, and subject to the policy limit.
- (4) **Green** – Subject to more extensive provisions outlined in the policy, we will pay additional costs for the repair, replacement, disposal, etc. and/or damages as they relate to items associated with a recognized environmental standards program. The most we will pay for any qualifying loss, damage, or expense under this coverage, including actual loss of Business Income you sustain and any necessary Extra Expense you incur is **\$100,000**.
- (5) **Hazardous Substances** – Pays for the additional cost to repair or replace covered real property or personal property because of contamination by a hazardous substance. This includes the additional expense to clean up or dispose of such property. This does not include contamination of perishable goods by refrigerant. The most we will pay for loss, damage, or expense under this coverage, including actual loss of income you sustain and necessary extra expense you incur is **\$250,000**.
- (6) **Loss of Income** – Loss of Income is extended to apply to loss of income sustained as a result of an accident or electronic circuitry impairment covered under this extension, and subject to the policy limit as show in the Equipment Breakdown Coverage Supplemental Declarations.
- (7) **Off-Premises Equipment Breakdown** – Subject to more extensive provisions outlined in the policy, this extends coverage to apply to an accident or electronic circuitry impairment for the following types of equipment used in the member’s firefighting, ambulance or rescue operations, whether mobile/portable or permanently mounted on a vehicle, anywhere in the policy territory: 1) mobile cascade units; 2) mobile electrical generators; 3) portable pumping units; and 4) portable extrication devices, such as jaws-of-life. For equipment other than that used in your firefighting, ambulance or rescue operations, we will pay for physical damage to transportable covered equipment that, at the time of the accident or impairment is not at a covered location, among other offerings. The most we will pay is **\$25,000**.

- (8) **Public Relations** – Subject to you sustaining an actual loss of income covered under this extension, this pays for reasonable costs for professional services to create and disseminate communications, when the need for such communications arises direction for the interruption of your business. Communication must be directed to the media, public, or your customers/clients/members. Costs are subject to being incurred during the period of restoration + 30 days. The most we will pay for loss or expense under this coverage is **\$5,000**.
- (9) **Service Interruption** – Subject to more extensive provisions outlined in the policy, any insurance provided for loss of income, extra expense, data restoration or spoilage is extended to apply to your loss, damage, or expense caused by a failure or disruption of service.
- (10) **Spoilage** – We will pay for physical damage to perishable goods due to spoilage; for physical damage to perishable goods due to contamination from the release of refrigerant; and/or any necessary expenses you incur to reduce the amount of loss under this coverage. Valuation and replacement conditions apply. The most we will pay for loss, damage or expense under this coverage is **\$100,000**.

<sup>3</sup>Please consult the exact policy language for all provisions that apply to each of the above Equipment Breakdown coverage.

**Pollution Remediation Expenses:** Pays up to \$25,000 (covered cause of loss) or \$100,000 (specified cause of loss) for remediation expenses incurred as a result of an actual, alleged, or threatened presence of pollution conditions at a premises described in the Declarations from a Covered Causes of Loss or Specified Cause of Loss occurring during the policy period and reported within 180 days. Covered Causes of Loss means risks of direct physical loss unless the loss is excluded or limited by the Property Coverage Form. Limits may be increased for a charge.

**Specified Cause of Loss** means the following: fire, lightning, windstorm or hail, explosion, riot or civil commotion, vehicles or aircraft, smoke, sonic boom, vandalism and malicious mischief, sprinkler leakage, sinkhole collapse, volcanic action, falling objects, weight of ice, snow or sleet, or water damage. Water damage means only accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

**Property In Transit or Off Premises:** Pays up to \$100,000 for direct physical loss or damage to covered property (real and personal property) while in transit or while temporarily off premises caused by a covered cause of loss, including your covered computer hardware while off premises.

**SCADA Upgrades:** Pays up to \$100,000 to upgrade your scheduled SCADA system after direct physical loss from a Covered Cause of Loss. The upgrade is in addition to its replacement cost. SCADA means the Supervisory Control and Data Acquisition system used in water and wastewater treatment and distribution to monitor leaks, waterflow, water analysis, and other measurable items necessary to maintain operations.

**Unintentional Errors:** Pays up to \$250,000 for any unintentional error or omission you make in determining or reporting values or in describing the covered property or covered locations.

**Personal Effects:** Pays up to \$25,000 for direct physical loss or damage to personal effects owned by you, your officers, managers, elected or appointed officials, employees, or volunteer workers caused by a covered cause of loss at your premises. Will pay up to "replacement cost."

**Lock Replacement:** Pays up to \$25,000 for lock, lock cylinder, & key replacement after theft at covered premises or damage to a lock as a result of a covered cause of loss at a covered premises. No deductible applies.

**Foundations:** Your real property includes foundations located at a described premise.

## KEY DEFINITIONS

**Covered Equipment:** Means covered real property and personal property that generates, transmits, or utilizes energy or which, during normal usage, operates under vacuum or pressure, other than the weight of its contents. Covered equipment may utilize conventional design and technology or new or newly commercialized design and technology.

None of the following is covered equipment: (a) structures, foundation, cabinet or compartment; (b) insulating or refractory material; (c) sewer piping, buried vessels or piping, piping forming or part of a sprinkler or fire suppression system; (d) water piping other than boiler feedwater piping, boiler condensate return piping or water piping form as part of a refrigerating or air conditioning system; (e) vehicle or any equipment mounted on a vehicle; (f) satellite, spacecraft or any equipment mounted on a satellite or spacecraft; (g) dragline, excavation, or construction equipment; (h) equipment manufactured by you for sale; or (h) electronic data.

**Electronic Circuitry:** Means microelectronic components, including but not limited to circuit boards, integrated circuits, computer chips, and disk drives.

### **Electronic Circuitry Impairment:**

- (a) Means a fortuitous event involving electronic circuitry within covered equipment to suddenly lose its ability to function as it had been functioning immediately before such event. This definition is subject to the conditions specified in (b), (c), and (d) below.
- (b) We shall determine that the reasonable and appropriate remedy to restore such covered equipment's ability to function is the replacement of one or more electronic circuitry components of the covered equipment.
- (c) The covered equipment must be owned or leased by you or operated under your control.
- (d) None of the following is an electronic circuitry impairment:
  - (i) Any condition that can be reasonably remedied by:
    - 1) Normal maintenance, including but not limited to replacing expendable parts, recharging batteries or cleaning;
    - 2) Rebooting, reloading, or updating software or firmware; or
    - 3) Providing necessary power or supply.
  - (ii) Any condition caused by or related to:
    - 1) Incompatibility of the covered equipment with any software or equipment installed, introduced, or networked within the prior 30 days; or
    - 2) Insufficient size, capability, or capacity of the covered equipment;
    - 3) Exposure to adverse environmental conditions, including but not limited to change in temperature or humidity, unless such conditions result in an observable loss of functionality. Loss of warranty shall not be considered an observable loss of functionality.

**Outdoor Property:** Fixed or permanent structures including but not limited to:

- › Docks, wharves, piers, pilings, or bulkheads;
- › Dumpsters, concrete trash containers, or permanent recycling bins;
- › Electric utility power transmission and distribution lines, poles and related equipment owned by the member;
- › Exterior signs not located at a premises;
- › Fences and retaining walls;
- › Historical markers and flagpoles;
- › Hydrants, not associated with a sprinkler system;
- › Lighting towers;
- › Playground equipment, park shelters, pedestrian-only bridges, picnic tables, water fountains or coolers, benches, dugouts, bleachers, or scoreboards;
- › Storage sheds, garages, pavilions, or other similar buildings or structures not located at a premises; or
- › Traffic lights, streetlights, traffic signs, parking meters, or bus shelters.

**Personal Property:** Means all property used in your operations other than real property, including but, not limited to:

- › Furnishings and office equipment
- › Building contents;
- › Computer equipment;
- › Communication systems;

- Materials, supplies (including your inventory of vehicle parts and supplies) while held on your premises awaiting installation;
- Base stations and dispatching systems, provided the property is on your premises and also provided you own the property, or the property is in your custody or control, and you are responsible for it, even though it belongs to someone else;
- Value of your right to use improvements made as a tenant, if you have paid for alterations or additions to any building or structure that you do not own (improvements must be at a premises).

**Pollution Conditions:** The discharge, dispersal, release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, hazardous materials, waste materials (including medical, infectious and pathological wastes) or electromagnetic fields into or upon land or any structures thereon, the atmosphere, or any watercourse or body of water including groundwater.

**Real Property:** The items at a premises described in the Declarations.

This includes:

- Aboveground piping;
- Aboveground and belowground "penstock";
- Additions under construction;
- Air cascade units that are not designed to be used off "premises";
- All appurtenant buildings or structures other than playground equipment, park shelters, pedestrian-only bridges, picnic tables, water fountains or coolers, benches, dugouts, bleachers, or scoreboards;
- Alterations and repairs to the buildings or structures;
- Completed additions;
- Exterior signs, meaning neon, automatic, mechanical, electric or other signs either attached to the outside of a building or structure, or standing free in the open;
- Foundations;
- Materials, equipment, supplies and temporary structures you own or for which you are responsible, on the "premises" or in the open (including property inside "vehicles") within 1,000 feet of the "premises", used for making additions, alterations or repairs to buildings or structures at the "premises";
- Outdoor fixtures;
- Paved surfaces such as sidewalks, bike paths, walkways, patios or parking lots;
- Permanently installed fixtures, machinery, and equipment;
- "Personal property" used for the maintenance and service of buildings or structures, including tools, lawn care equipment, and free-standing appliances for refrigerating, ventilating, cooking, dishwashing and laundering;
- Submersible pumps, pump motors and engines; or
- Underground piping located on or within 100 feet of a "premises" described in the Declarations.

**Remediation Expenses:** Expenses incurred for or in connection with the investigation, monitoring, removal, disposal, treatment, or neutralization of pollution conditions to the extent required by: (1) federal, state or local laws, regulations or any subsequent amendments thereof enacted to address pollution conditions; and (2) a legally executed state voluntary program governing the cleanup of pollution conditions.

**Tools and Equipment:** All tools and equipment, together with attached devices, accessories and trailers, that are used in your operations. Tools and equipment include, but are not limited to, hand tools, mechanics tools, power tools, meter readers, generators, air compressors, welders, trash pumps, trenchers, saws, jackhammers, maintenance or diagnostic equipment including specialized audio-visual equipment and its associated laptop, as well as recreational equipment, such as outdoor portable seating, temporary stands, food service trailers not licensed for road use, or portable restrooms.

Tools and equipment also include mobile equipment such as, but not limited to, bulldozers, mobile equipment that travels on crawler treads, tractors, loaders, backhoes, excavators, graders, or road surfacing equipment, and equipment whether self-propelled or not, maintained primarily to provide mobility to permanently mounted cranes, shovels, loaders, diggers, and drills. Tools and equipment also include snowplows, salt spreaders, and other similar equipment when not attached to a vehicle.

PROPERTY SUBLIMITS	
Coverage	Limit
Accounts Receivable	\$50,000
Arson, Theft, or Vandalism Information Reward	\$25,000
Building Glass – Tenant	Lesser of replacement cost or amount liable under contract
Claim Expense	\$20,000
Commandeered Property (RC + loss of use)	For the time you officially use the commandeered property + reasonable return time.
Damage to Building from Theft	\$100,000
Debris Removal Expenses	25% + \$100,000
Equipment Breakdown	Building + BPP Limit + Loss of Income & Extra Expense
Fine Arts	\$50,000 (appraised) \$25,000 (unappraised – subject to \$1,500/item max)
Fire Department Charges	\$25,000
Fire Extinguishing Equipment Recharge Costs	“Necessary and reasonable” (per policy)
Limited Coverage for Fungus, Wet Rot or Dry Rot	\$25,000
Lock Replacement	\$25,000
Newly Acquired or Under Construction Real Property (Coverage A) and Related Personal Property (Coverage B)	Coverage A: \$1,000,000 Coverage B: \$500,000
Non-owned Detached Trailers	\$50,000
Ordinance Coverage	
Coverage A: Undamaged Real Property	Coverage A: Limit of Insurance (applicable to that item)
Coverage B: Demolition	Coverage B and Coverage C: Greater of 100% of direct physical loss or \$1,000,000
Coverage C: Increased Cost	
Outdoor Property	\$150,000
Personal Effects	\$25,000
Pollution Remediation Expense (covered cause of loss)	\$25,000
Pollution Remediation Expense (specified cause of loss)	\$100,000
Preservation of Property	Included
Real Property or Personal Property in Transit or Off-Premises	\$100,000
Software	\$500,000
Spoilage Due to Off Premises Electric Service Interruption	\$50,000
Supplementary Provisions for Coverage C. “Loss of Income” and Coverage D “Extra Expense”	Included
Trees, Shrubs, Plants and Lawns (max \$1,000 any one item)	\$25,000
Utility Services – Direct Damage	\$100,000
Valuable Papers and Records	\$50,000
Water Contamination Notification Expense	\$25,000 (annual aggregate)
Water Sewer Backup	\$100,000

**NOTES: Equipment Breakdown (JPA PE PR 200 01 20), Loss of Income (JPA PE PR 205 01 20), and Extra Expenses (JPA PE PR 206 01 20) is Excluded.**

Contribution is calculated from application's property schedule (please review property schedule for coverage and limit adequacy).

## Section 2. INLAND MARINE (Included in the proposal? No )

<b>ISSUER:</b>	<ul style="list-style-type: none"> <li>California Association of Mutual Water Companies</li> <li>Joint Powers Risk and Insurance Management Authority (JPRIMA)</li> <li>No Joint and Several Liability for Members</li> <li>100% Reinsured</li> </ul>
<b>REINSURER</b>	<ul style="list-style-type: none"> <li>A+ XV (Superior) A.M. Best Rating</li> <li>AA- Standard &amp; Poor's Rating</li> </ul>
<b>FORM:</b>	Proprietary & Integrated

### LIMITS

Coverage A: Blanket Tools and Equipment: (Unscheduled, Maximum \$10,000 any one item)	N/A
Coverage B: Scheduled Equipment:	N/A
Coverage C: Blanket Emergency Services Equipment:	N/A

**COVERAGE EXTENSIONS** – Adds or extends the coverage under Section I – Coverages. Unless stated otherwise in the policy, a) each extension is limited to direct physical loss or damage cause by or resulting from a covered cause of loss; b) the limits in each extension are in addition to the limits applicable in Section I – Coverages; and c) All other applicable terms and conditions of the coverage form apply to each extension. (\*\*whichever comes first)

<b>Debris Removal Expenses</b>	Max \$15,000 (per occurrence)
<b>Employee Tools</b> (no deductible applies)	Max \$25,000 (per occurrence)
<b>Emergency Services and Law Enforcement Personal Effects</b> (Coverage C extension, no deductible applies)	Replacement Cost
<b>Rented or Borrowed Equipment</b> <ul style="list-style-type: none"> <li>Coverage A: Blanket Tools and Equipment and Coverage C: Blanket Emergency Services Equipment (\$1,000 deductible applies)</li> <li>Coverage B: Scheduled Equipment (Extended to equipment not owned by you, \$1,000 deductible applies)</li> </ul>	**Replacement Cost or \$10,000 (per occurrence)  **Actual Cash Value or \$N/A (per occurrence)
<b>Newly Acquired Scheduled Equipment</b> (Coverage B extension, \$1,000 deductible applies)	30 days on Replacement Cost (not to exceed purchase price)
<b>Personal Watercraft and Watercraft</b> (Coverage A & C extension only)	**Replacement Cost or \$25,000 (per occurrence)
<b>Rental Reimbursement for Scheduled Equipment</b> (Coverage B extension, no deductible applies)	Max \$10,000 (per occurrence)
<b>Unmanned Aircraft</b> (\$500 deductible applies)	Max \$25,000 (per occurrence)
<b>Fire Department Charges</b> (no deductible applies)	Max \$1,000 (per occurrence)
<b>Fire Extinguishing Recharge Costs</b> (no deductible applies)	Necessary and Reasonable Costs (extinguishing equipment must be for the protection of your inland marine equipment)

## DEDUCTIBLES

<b>Coverage A:</b> Blanket Tools and Equipment	N/A	
<b>Coverage B:</b> Scheduled Equipment	N/A	
<b>Coverage C:</b> Blanket Emergency Services Equipment	N/A	

## POLICY HIGHLIGHTS:

- Blanket Coverages: "Tools and Equipment" and "Emergency Services Equipment"
- Suite of Coverage Extensions available in the core form.
- Deductible Waiver in certain circumstances for Coverages A & B.
- Service Animal Floater Purchased: N/A – Valuation: Agreed Value (No deductible applies)

## VALUATION:

- Coverage A: Blanket Tools and Equipment: Replacement Cost
- Coverage B: Scheduled Equipment: Replacement Cost or Actual Cash Value
- Coverage C: Blanket Emergency Services Equipment: N/A

**NOTES:** Inland Marine Coverage is Excluded.

### Section 3. COMMERCIAL CRIME (Included in the proposal? Yes )

<b>ISSUER:</b>	<ul style="list-style-type: none"> <li>California Association of Mutual Water Companies</li> <li>Joint Powers Risk and Insurance Management Authority (JPRIMA)</li> <li>No Joint and Several Liability for Members</li> <li>100% Reinsured</li> </ul>
<b>REINSURER</b>	<ul style="list-style-type: none"> <li>A+ XV (Superior) A.M. Best Rating</li> <li>AA- Standard &amp; Poor's Rating</li> </ul>
<b>FORM:</b>	Proprietary & Integrated

#### LIMITS

Coverage Group	Employee Theft	Forgery or Alteration	Theft of Money & Securities (Inside the Premises)	Robbery or Safe Burglary (Inside the Premises)	Outside the Premises	Computer & Funds Transfer Fraud	Money Orders & Counterfeit Money
4	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000

#### DEDUCTIBLE

\$1,000 (each claim)

#### POLICY HIGHLIGHTS:

Separate Limits Apply to Each Coverage  
Broad Definition of Employee  
Non-auditable  
Faithful Performance of Duty

#### NOTES:

Fraudulent Impersonation is excluded.



## Section 4. COMMERCIAL GENERAL LIABILITY (Included in the proposal? Yes )

<b>ISSUER:</b>	<ul style="list-style-type: none"> <li>California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (JPRIMA)</li> <li>No Joint and Several Liability for Members</li> <li>100% Reinsured</li> </ul>
<b>REINSURER</b>	<ul style="list-style-type: none"> <li>A+ XV (Superior) A.M. Best Rating</li> <li>AA- Standard &amp; Poor's Rating</li> </ul>
<b>FORM:</b>	Proprietary & Integrated

### LIMITS

General Aggregate	\$10,000,000	
Products & Completed Operations Aggregate	\$10,000,000	
Each Occurrence	\$1,000,000	
Personal & Advertising Injury Limit	\$1,000,000	
Damage to Premises Rented to You	\$1,000,000	
Medical Payments	\$10,000	

### DEDUCTIBLE (Excluding Expenses)

\$0 (each occurrence)

### SELECTED OPTIONAL COVERAGES

Hired/Non-Owned Auto Liability  
Failure to Supply Water Liability  
Inverse Condemnation  
Dam/Reservoir/Levee Failure

### POLICY HIGHLIGHTS:

- Duty to Defend w/ Defense Costs In Addition to Limits
- Broad Definition of Enrolled Named Member – including, but not limited to Employees, Volunteers, Elected or Appointed Officials
- Host Liquor Liability, Unless Otherwise Excluded
- Owned (Up to 100 HP – higher available by endorsement) & Nonowned Watercraft
- Blanket Additional Enrolled Named Member
- Water & Wastewater Testing Errors and Omissions
- Failure to Supply (No ISO limitation)
- Lead (potable water)
- Waterborne Asbestos (potable water)
- Product Recall
- Impaired Property
- Fungi & Bacteria
- Non-auditable

## SPECIAL COVERAGES

**Asbestos:** Exclusion exception wherein coverage is provided for bodily injury or property damage arising out of potable water which is supplied to others.

**Contractual Liability - Railroads:** Coverage is provided for any contract or agreement that indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing. Available via endorsement only.

**Damage to Impaired Property or Property Not Physically Injured:** Exclusion exception wherein the Damage to Impaired Property or Property Not Physically Injured exclusion does not apply to potable water, non-potable water, or wastewater as well as any loss of use of other property arising out of a sudden and accidental physical injury to the member's product or work after it has been put to its intended use.

**Failure to Supply:** Coverage is provided for bodily injury or property damage arising out of the failure of any member to adequately supply water.

**Fungi or Bacteria:** Exclusion exception wherein the Fungi or Bacteria exclusion does not apply to a) any fungi or bacteria that are on or are contained in a good or product intended for consumption; or b) any injury or damage arising out of or caused by your water, irrigation, or wastewater intake, outtake, reclamation, treatment, or distribution process.

**Lead:** Exclusion exception to Lead, Electromagnetic Radiation, Nuclear exclusion that creates an exception for potable water you supply to others for claims involving the toxic properties of lead, or any material or substance containing lead.

**Recall of Products, Work or Impaired Property:** Exclusion exception where in the Recall of Products, Work or Impaired Property exclusion does not apply to potable water, non-potable water, or wastewater.

**Pollution:** The pollution exclusion contains the following exceptions:

- To bodily injury if sustained within a building owned or occupied by a member and caused by smoke, fumes, vapor, or soot if produced or originating from certain equipment.
- To bodily injury or property damage arising out of heat, smoke, fumes from a hostile fire occurring or originating from certain premises, sites, or locations as outlined in the policy.
- To bodily injury or property damage that occurs as a result of your operations (unless otherwise specifically excluded) including:
  - › Potable water supplied to others;
  - › Chemicals used in your water/wastewater treatment process;
  - › Chemicals you use, apply or store for your ownership, maintenance, or operation of swimming pools;
  - › The use, application or storage of road salt or similar substances designed and used for snow/ice removal;
  - › Natural gas or propane gas you use in your water or wastewater treatment process;
  - › Urgent response for the protection of property, human life, health or safety conducted away from premises you own, rent or occupy;
  - › Training operations;
  - › Water runoff from the cleaning of equipment use in emergency service activities;
  - › Storage or application of pesticides/herbicides if such storage or application meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government; or
  - › Fuels, lubricants or other operating fluids needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" subject to additional policy terms.
  - › To bodily injury or property damage if such bi/pd is caused by the escape of back-up of sewage or wastewater from any sewage treatment facility or fixed conduit that you own, operate, lease, control.

**Water & Wastewater Testing Errors and Omissions:** Coverage is provided for damages arising out of an act, error, or omission which arises from your water or wastewater testing.

**Who is Covered:** Coverage is extended to Scheduled Named Members comprising individuals, spouses, partnerships, joint ventures, corporations, trusts, limited liability companies, public entities, operating authorities, boards, commissions, districts, governmental units, nonprofit entities, and other organizations. Members also include: elected or appointed officials; employees or volunteer workers; real estate managers; temporary custodians; legal representatives; medical directors; mutual aid agreements; Good Samaritans; owners of commandeered equipment; blanket additional enrolled named members; and newly acquired or formed entities.

## KEY DEFINITIONS

### **Insured (Member) Contract:**

- › A contract for a lease or premises (see full terms and conditions).
- › A sidetrack agreement;
- › Any easement or license agreement, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;
- › An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- › An elevator maintenance agreement;
- › That part of any other contract or agreement pertaining to your operations (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for bodily injury or property damage to a third person or organization (see full terms and conditions).

**Suit:** Means a civil proceeding in which damages because of bodily injury, property damage, personal and advertising injury, medical incident, law enforcement wrongful act, or a water or wastewater professional activity to which this insurance applies are alleged. Suit includes: a) An arbitration proceeding in which such damages are claimed and to which the member must submit or does submit with our consent; or 2) Any other civil alternative dispute resolution proceeding in which such damages are claimed and to which the member submits with our consent.

### **NOTES:**

## Section 5. PUBLIC OFFICIALS & MANAGEMENT LIABILITY (Included in the proposal? Yes )

<b>ISSUER:</b>	<ul style="list-style-type: none"> <li>California Association of Mutual Water Companies</li> <li>Joint Powers Risk and Insurance Management Authority (JPRIMA)</li> <li>No Joint and Several Liability for Members</li> <li>100% Reinsured</li> </ul>
<b>REINSURER</b>	<ul style="list-style-type: none"> <li>A+ XV (Superior) A.M. Best Rating</li> <li>AA- Standard &amp; Poor's Rating</li> </ul>
<b>FORM:</b>	Proprietary & Integrated

### LIMITS

Coverage A: Wrongful Acts - Employment Practices - Employee Benefits Liability	\$	1,000,000 Excluded Excluded	Each Wrongful Act or Offense
Coverage B: Injunctive Relief	\$	5,000	Each Action
Aggregate Limit	\$	10,000,000	Coverage A & B Combined

WRONGFUL ACTS DEDUCTIBLE	EMPLOYMENT PRACTICES DEDUCTIBLE
\$1,000 (each Wrongful Act or Offense Including Expenses)	N/A (each Wrongful Act or Offense Including Expenses)
WRONGFUL ACTS RETROACTIVE DATE (CLAIMS-MADE)	EMPLOYMENT PRACTICES RETROACTIVE DATE (CLAIMS-MADE)
8/1/2010	N/A

### EMPLOYEE BENEFITS LIABILITY RETROACTIVE DATE (CLAIMS-MADE)

N/A

### POLICY HIGHLIGHTS:

- Duty To Defend
- Broad Definition of Named Enrolled Named Member
- Third Party Offense Coverage
- Non-auditable

### SELECTED OPTIONAL COVERAGES:

Inverse Condemnation

### KEY DEFINITIONS

**Employment Practices:** Injury, including consequential bodily injury, arising from any of your employment practices including, but not limited to:

- Discrimination;
- Harassment;
- Retaliation;
- Any actual or alleged wrongful dismissal, discharge, or termination (either actual or constructive) of employment, including breach of an implied employment contract or an implied covenant of good faith and fair dealing in an employment contract;
- Any actual or alleged wrongful hiring, demotion, discipline, evaluation, supervision and investigation of an employee or intentional interference with an employment contract;
- Any actual or alleged wrongful deprivation of a career opportunity, to promote an employee or the wrongful failure to employ;
- Any actual or alleged false arrest, false imprisonment, false detention or malicious prosecution, libel, slander,

MEMBER: Reclamation District No. 828 - Weber Tract  
EFFECTIVE DATE: 4/1/2025

**DISCLAIMER:** Actual coverage is subject to the language of the policies as issued.  
Your issued policy may contain limits, exclusions, and limitations that are not detailed in this proposal.

- defamation, disparagement or invasion of the right of privacy, as respects employment practices;
- › The violation of any federal, state, or local statutes, rules or regulations applicable to employers;
  - › The development, implementation, and enforcement of any and all practices, policies and procedures governing any aspect of employment practices;

**Injunctive or Declaratory Relief:** (a) means equitable relief sought through the demand for the issuance of a permanent, preliminary, or temporary injunction, restraining order, or similar prohibitive writ against, or order for specific performance by, a member; or (b) any request that a court make a finding of law or fact, provided such action is filed during the policy period.

**Wrongful Act:** means any actual or alleged error, act, omission, neglect, misfeasance, nonfeasance, or breach of duty, including violation of any civil rights law, by any member in discharge of their duties individually or collectively that results directly but unexpectedly and unintentionally in damages to others.

**NOTES:** EPLI and EBLI is Excluded.

## Section 6. BUSINESS AUTO (Included in the proposal? No )

<b>ISSUER:</b>	<ul style="list-style-type: none"> <li>California Association of Mutual Water Companies</li> <li>Joint Powers Risk and Insurance Management Authority (JPRIMA)</li> <li>No Joint and Several Liability for Members</li> <li>100% Reinsured</li> </ul>
<b>REINSURER</b>	<ul style="list-style-type: none"> <li>A+ XV (Superior) A.M. Best Rating</li> <li>AA- Standard &amp; Poor's Rating</li> </ul>
<b>FORM:</b>	Proprietary & Integrated

### PORTFOLIO

Coverage	Symbol	Limit
Combined Single Limit for Bodily Injury & Property Damage (each accident)	N/A	N/A
Hired Auto Liability	N/A	N/A
Non-Owned Auto Liability	N/A	N/A
Medical Payments	N/A	N/A
Uninsured / Underinsured Motorists	N/A	N/A
Hired Physical Damage	N/A	N/A
Physical Damage – Comprehensive	N/A	N/A
Physical Damage – Collision	N/A	N/A

### DEDUCTIBLE

Liability:	N/A (per accident)
Comprehensive:	N/A (each covered auto)
Collision:	N/A (each covered auto)

### FLEET COVERAGE ENHANCEMENTS & COVERAGE EXTENSIONS (As Applicable)

- › Fleet Automatic Coverage
- › Commercial Auto 360 Endorsement
- › Pollution Liability – Broadened Coverage for Covered Autos

#### NOTES: **HNOA is included in the GL.**

The Business Auto Coverage requires 17-digit VIN Numbers. The member's policy cannot be released without this information.

## Section 7. COMMERCIAL EXCESS LIABILITY (Included in the proposal? Yes )

<b>ISSUER:</b>	<ul style="list-style-type: none"> <li>California Association of Mutual Water Companies</li> <li>Joint Powers Risk and Insurance Management Authority (JPRIMA)</li> <li>No Joint and Several Liability for Members</li> <li>100% Reinsured</li> </ul>
<b>REINSURER</b>	<ul style="list-style-type: none"> <li>A+ XV (Superior) A.M. Best Rating</li> <li>AA- Standard &amp; Poor's Rating</li> </ul>
<b>FORM:</b>	Proprietary & Integrated

### LIMITS

\$1,000,000/\$1,000,000

### SCHEDULED UNDERLYING COVERAGE FORMS

Commercial General Liability – Included

Auto Liability – Excluded

Public Officials & Management Liability (Wrongful Acts) – Included

Employers' Liability: (minimum underlying limit requirement of \$500,000 / \$500,000 / \$500,000) – Excluded

Other:

### NOTABLE COVERAGES INCLUDED IN THE EXCESS (require minimum underlying limits of \$1,000,000)

Law Enforcement Liability (General Liability) – Excluded

Hired and Non-Owned Auto Liability (General Liability) – Included

Employee Benefit Plans (General Liability) – Excluded

Inverse Condemnation (General Liability) – Excluded

Hired and Non-Owned Auto Liability (Owned Auto) – Excluded

Employment Practices (POML) – Excluded

Employee Benefit Plans (POML) – Excluded

Inverse Condemnation (POML) – Excluded

### NOTABLE EXCLUSIONS:

- Workers' Compensation
- Uninsured Motorists / Underinsured Motorists
- Underlying Limits < \$1,000,000 except for Employer's Liability

### NOTES: **Levee Failure and Inverse Condemnation is Excluded in the Excess.**

Employers' Liability subject to MRSI security requirements.

Please provide a copy of the current W/C declarations for review and affirmation of coverage.

## Section 8. UNDERWRITING SUBJECTIVITIES AND GENERAL NOTES

<b>ISSUER:</b>	<ul style="list-style-type: none"> <li>California Association of Mutual Water Companies</li> <li>Joint Powers Risk and Insurance Management Authority (JPRIMA)</li> <li>No Joint and Several Liability for Members</li> <li>100% Reinsured</li> </ul>
<b>REINSURER:</b>	<ul style="list-style-type: none"> <li>A+ XV (Superior) A.M. Best Rating</li> <li>AA- Standard &amp; Poor's Rating</li> </ul>
<b>FORM:</b>	Proprietary & Integrated
<b>MEMBER:</b>	Reclamation District No. 828 - Weber Tract

### GENERAL NOTES

**Equipment Breakdown (JPA PE PR 200 01 20), Loss of Income (JPA PE PR 205 01 20), and Extra Expenses (JPA PE PR 206 01 20) is Excluded.**

**Levee Failure (JPA CXE 01 31 02 10) and Inverse Condemnation (JPA CXE 02 85 02 10) is Excluded in the Excess.**

### QUOTE SUBJECTIVITIES:

**Please provide a Renewal App (completed/signed/dated)**

**Please provide an updated Budget.**

### THE FOLLOWING ITEMS ARE DUE AT THE TIME OF BINDING:

- ▶ **Signed and Dated Public Entity Application** and Member FEIN # (required to bind auto).
- ▶ Terrorism: This coverage is included in most jurisdictions (all but 8) without an associated charge for Package (Property/GL). In those instances, a signed selection/rejection is **not** required. In the 8 jurisdictions with an associated charge including the entire State of California for Excess, a signed selection/rejection form is required to be returned at the time of binding.
- ▶ Signed and Dated Uninsured/Underinsured Motorist Selection/Rejection Form.
- ▶ Copy of the latest Dam Inspection reports and member response to any inspection deficiencies, if applicable and not already provided.
- ▶ **Signed Statement of Values (Property, Inland Marine and Auto, as applicable).**
- ▶ Provide Name, Phone Number, and Email Address for both the Risk Manager and Boiler & Machinery Inspection contacts.
- ▶ Provide a complete driver schedule including name, date of birth, and license number.

**MEMBER:** Reclamation District No. 828 - Weber Tract  
**EFFECTIVE DATE:** 4/1/2025

**DISCLAIMER:** Actual coverage is subject to the language of the policies as issued.  
Your issued policy may contain limits, exclusions, and limitations that are not detailed in this proposal.





A D J U S T E R S , I N C

---

• CLAIMS ADMINISTRATORS • ADJUSTERS • INVESTIGATORS

---

Stanford Place I - 8055 East Tufts Avenue, Suite 600, Denver, CO 80237 – Ph: 877-533-1211

**CLAIM CALL CENTER**

**8055 E. Tufts Ave  
Suite 600  
Denver, CO 80237**

**877-533-1211**

**Adam Beltz– Ext 765  
Reyleen Wood Ext 699  
J. Mayer – Ext 664**

**Karen Zapata – Ext. 326  
Subrogation Supervisor**

**TO REPORT A NEW CLAIM OR LOSS**

- **PHONE**            **877-533-1211 Option 3  
24 Hour Call Center**
  
- **E-MAIL**           **networknewloss@networkadjusters.com**

ALLIED PUBLIC RISK - STATEMENT OF VALUES  
INSURED: Reclamation District No. 828 - Weber Tract  
POLICY YEAR EFFECTIVE: 4/1/2025 - 4/1/2026

LOC./ BLDG NUM	ADDRESS	BUILDING DESCRIPTION	INCL IN BLANKET	BUILDING VALUE	CONTENTS VALUE	TOTAL INSURED VALUE	VALUATION	FLOOD (Y or N)	EARTH- QUAKE (Y or N)
1-1	221 Tuxedo Court, Stockton, CA 95204	BPP	Yes	\$16,050	\$0	\$16,050	Replacement Cost	N	N

Total Values Subject to the Blanket: \$16,050  
All Other Values: \$0

# ITEM 7

**RECLAMATION DISTRICT 828  
RESOLUTION 2025-01**

**RESOLUTION AUTHORIZING DISTRICT TRUSTEE AS AUTHORIZED SIGNOR  
APPROVING TRANSACTIONS FOR DISTRICT ACCOUNTS**

WHEREAS, the Reclamation District No. 828 (the “District”) Board of Trustees desires to add Miguel Villapudua as District Trustee to the list of authorized signors approving transactions for the account(s) with the County of San Joaquin, Bank of Stockton, and any other financial accounts established by the District’s Trustees; and

WHEREAS, the Reclamation District No. 828 (the “District”) Board of Trustees desires to remove Roger Navarro to the list of authorized signors approving transactions for the account(s) with the County of San Joaquin, Bank of Stockton, and any other financial accounts established by the District’s Trustees;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The District authorizes Miguel Villapudua as District Trustee to be added to the list of authorized signors approving transactions for the account(s) with the County of San Joaquin.
2. The District authorizes Roger Navarro to be removed from the list of authorized signors approving transactions for the account(s) with the County of San Joaquin.

PASSED AND ADOPTED by the Board of Trustees of Reclamation District 828, at a regular meeting thereof, held on April 14, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

RECLAMATION DISTRICT 828  
A Political Subdivision of the  
State of California

By: \_\_\_\_\_  
DEBY PROVOST  
President, Board of Trustees

ATTEST:

\_\_\_\_\_  
ANDY PINASCO, SECRETARY

CERTIFICATION

I, ANDY PINASCO, Secretary of Reclamation District 828, do hereby certify that the foregoing is a full, true and correct copy of a resolution of Reclamation District 828 duly passed and adopted at a regular meeting of the Board of Trustees thereof held on the 14th day of July, 2025.

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
SECRETARY, Reclamation District 828

# ITEM 8

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

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

RECITALS

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

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

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

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

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

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

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

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

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

1. MUTUAL COVENANTS.

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

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



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

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

TO SJAFCA:

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

TO RD 828:

Bill Mendelson, President, Board of Trustees  
Reclamation District 828

221 Tuxedo Court, Suite F  
Stockton, CA 95204

TO RD 1614:

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

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

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

## 2. COST SHARING

Page 4 of 7

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

**EXHIBIT B**

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

2.2. Cost Share Formula.

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

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

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

<u>Agency</u>	<u>Cost-share</u>
RD 1614	100% (\$ 55,425)

2.3. Lead Agencies.

2.3.1. Project 1 SJAFCA will be the lead agency for the election, design and construction of the Smith Canal Closure Structure project. SJAFCA will contract and manage the required work effort in coordination with both Reclamation Districts.

2.3.2. Project 2 Reclamation District 1614 will be the lead agency for the election and reconstruction of the Wisconsin Pump Station project. RD 1614 will handle the election and reconstruction of the pump station independently of SJAFCA and RD 828. SJAFCA's role on this project will be limited to administer the \$55,425 contract with Capitol PFG to conduct the Proposition 218 election for this project. The operations and maintenance for this pump station will continue to be the responsibility of RD 1614.

2.4. Payments. SJAFCA shall fund the Proposition 218 election costs for the Smith Canal Closure Structure Project costs on a quarterly basis. After the end of each quarter, SJAFCA will submit an accounting of the costs to each of the other Affected Parties for

Page 5 of 7



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

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

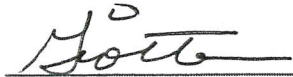
### 3. RECORDS AND REPORTS (Project 1).

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

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

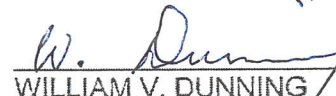
SJAFCA:

RECLAMATION DISTRICT 828:


  
\_\_\_\_\_  
JAMES B. GIOTTONINI  
EXECUTIVE DIRECTOR

\_\_\_\_\_  
BILL MENDELSON  
PRESIDENT

RECLAMATION DISTRICT 1614:

  
\_\_\_\_\_  
WILLIAM V. DUNNING  
PRESIDENT

APPROVED AS TO FORM:

  
\_\_\_\_\_  
SCOTT SHAPIRO  
SJAFCA LEGAL COUNSEL

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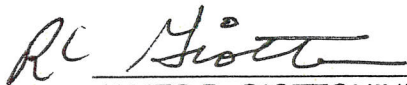
Page 7 of 7

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

EXHIBIT B

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

SJAFCA:



JAMES B. GIOTTONINI  
EXECUTIVE DIRECTOR

RECLAMATION DISTRICT 828:



BILL MENDELSON  
PRESIDENT

RECLAMATION DISTRICT 1614:

\_\_\_\_\_  
WILLIAM V. DUNNING  
PRESIDENT

APPROVED AS TO FORM:



SCOTT SHAPIRO  
SJAFCA LEGAL COUNSEL

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

This First Amendment to the Cost-Share Agreement ("Amendment") is signed in counterparts on this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between all parties to this First Amendment who have affixed their signature hereto. An executed copy shall be provided to SJAFCA for distribution to all parties.

On January 26, 2011, the San Joaquin Area Flood Control Agency ("SJAFCA"), Smith Tract ("RD 1614"), and Weber Tract ("RD 828"), entered into a Cost-Share Agreement ("Agreement") in the amount of \$362,300 to share the costs related to conduct a Proposition 218 election ("Elections") for the Smith Canal Closure Structure (\$306,875), and the reconstruction of the Wisconsin Pump Station for Reclamation District 1614 (\$55,425).

On July 13, 2011, the work on the Elections was suspended by agreement of all of the parties to the Agreement. As a result, additional costs in the amount of \$2,765 (\$1,982.50 Smith Canal and \$782.50 for Wisconsin Pump) were authorized to suspend the work.

On May 2, 2012, the parties agreed to resume the work on the Elections. As a result, there are additional costs associated with restarting the Elections that would not have been incurred had the Elections not been suspended. Additional costs in the amount of \$15,885 (\$11,500 for Smith Canal and \$4,385 for Wisconsin Pump) were authorized to resume the work.

The purpose of this Amendment is to amend the cost sharing provisions in Article 2 of the Agreement to account for the additional expenses involved in suspending and restarting the work on the Elections. The amount of this Amendment is \$18,650 (\$13,482.50 for Smith Canal and \$5,167.50 for Wisconsin Pump).

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and intending to be legally bound, the parties agree to amend the Agreement as follows:

1. Section 2.2 of the Agreement is amended to read as follows:

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

<u>Agency</u>	<u>Cost-share</u>
SJAFCA	41% (\$131,346.83)
RD 1614	42% (\$134,549.64)



RD 828	17% (\$ 54,461.03)
TOTAL	100% (\$320,357.50)

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

<u>Agency</u>	<u>Cost-share</u>
RD 1614	100% (60,592.50)"

2. All terms not defined in this First Amendment shall have the meaning ascribed to them in the Agreement. Except as otherwise provided herein, all other terms and conditions of the Agreement remain in full force and effect. All parties hereby agree and consent to be bound by the terms of the entire Agreement, as modified by this First Amendment.

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

SJAFCA:

RECLAMATION DISTRICT 828:

\_\_\_\_\_  
JAMES B. GIOTTONINI  
EXECUTIVE DIRECTOR

  
\_\_\_\_\_  
BILL MENDELSON  
PRESIDENT

RECLAMATION DISTRICT 828:

RECLAMATION DISTRICT 1614:

  
\_\_\_\_\_  
RICHARD W. JOHNSON  
SECRETARY

  
\_\_\_\_\_  
WILLIAM V. DUNNING  
PRESIDENT

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT SHAPIRO  
SJAFCA LEGAL COUNSEL

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# ITEM 9

**RECLAMATION DISTRICT NO. 828  
WEBER TRACT  
BOARD OF TRUSTEES MEETING  
MONDAY, APRIL 14, 2025  
8:00 AM  
ENGINEER'S REPORT**

**I. OIL SPILL ALONG LEVEE @ LEVEE STATION 22+50**

- A. Email Correspondence TKM to AJP on reimbursement via SAM Account. Review with counsel on response to US Coast Guard National Pollution Funds Center. Action: Does the District want to pursue reimbursement of ~\$7,000.00 when it may take that much time and cost to complete the filing and SAM Account.

***EXHIBIT A: Email Correspondence TKM to AJP***

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

- A. KSN Inc. is in the process of updating the District's Emergency Operations Plan. KSN has completed the EOP updates and submitted them to County for review and ultimate reimbursement. Noted changes: Added recovery section (post flood) to the plan as well as reference to Smith Canal Gate.

Changes include:

- EOP Section 2.2 – clarification of trigger actions, reference contacts for Smith Gate Canal Ops.
- EOP Section 4 regarding unified command. Updated this group name from "Unified Command" to "Basin Group", that includes the Delta as a whole but focuses on San Joaquin under this grant.
- EOP Section 7 (new) regarding Recovery
- Addition of Attachment 4 – Emergency Resolution
- Addition of Attachment 5 – Emergency Regulatory

Notifications:

Format was not the focus of this update. We hope to address this in future projects. The content, however, remains consistent. Role out of Report in May

### **III. FOLLOW UP FROM PREVIOUS MEETING ACTION ITEMS:**

- A. The Board of Trustees meeting was held on January 31, 2025, and budgeted two projects each totaling <\$25K for Erosion and Vegetation Control.
- B. Meeting on Trustee boat tour tentatively scheduled for Week of April 21, 2025, with KSN staff.
- C. The items part of Exhibit C are the results of the land-based inspection completed 4/7/25 and are planned to be reviewed with Dino & Sons Ditching Service week of April 14, 2025, prioritized and developed into construction contract:

#### ***EXHIBIT B: Field Report Levee Maintenance Program Summary.***

- D. Annual Weed Control 2025 Season – Status Update – 2025 County Spray Permits have been acquired and are on file.

#### ***EXHIBIT C: Custom Spray Proposal – 2025 Season***

# EXHIBIT A

**From:** [Tessa K. Marlow](#)  
**To:** [Pinasco, Andy J.](#)  
**Cc:** [Olmo, Rhonda L.](#); [Dave C. Carr](#); [Christopher H. Neudeck](#)  
**Subject:** FW: 2025 02 28 Determination Notice\_UCGPA24019-URC001  
**Date:** Thursday, March 6, 2025 12:05:16 PM  
**Attachments:** [image001.png](#)

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Good afternoon Andy,

Alex gave me a call today because he was concerned the District was going to miss their opportunity to get the oil spill claim.

If the District can set up the SAM account without Counsel or KSN assistance, they would save money and could make the claim 'worth it'.

We have until March 15th to decide if we want the claim; he mentioned the SAM account takes about 2 weeks to set up and can be 'in progress' after claim acceptance - the SAM account does not need to be completed by that March 15th deadline.

Thanks!

**From:** Feliciano, Alexander L CIV DHS (USA) <Alexander.L.Feliciano@uscg.mil>  
**Sent:** Thursday, March 6, 2025 11:27 AM  
**To:** Tessa K. Marlow <tmarlow@ksninc.com>  
**Cc:** Olmo, Rhonda L. <rolmo@neumiller.com>; Pinasco, Andy J. <apinasco@neumiller.com>; Rioux, Robert C CIV USCG NPFC (USA) <Robert.C.Rioux@uscg.mil>; Hellberg, Donna M CIV USCG NPFC (USA) <Donna.M.Hellberg@uscg.mil>  
**Subject:** RE: 2025 02 28 Determination Notice\_UCGPA24019-URC001

Good evening, Ms. Marlow,

It was a pleasure speaking with you. This email is just a follow-up to that brief conversation we had at 2:11pm EST when I called (209) 946-0268 from (571) 608-1783. We spoke regarding the acceptance letter found at the end of our determination letter (pg. 10). As I noted, the NPFC's receipt of that signed document will confirm District's acceptance of our offer, and as such, we can utilize it to postpone the deadline while we wait for the registration to load in Sam.gov. You stated you are awaiting response from District on this matter - specifically, their need to confirm whether they intend to establish an "All Awards" registration in Sam.gov to obtain the payment approved in our determination letter.

Please respond back with the signed acceptance letter and confirmation that District intends to accept the offer on or before March 15, 2025. Thank you again for your time!

Best Regards,  
Alex

Alexander Feliciano  
Program Analyst  
Claims Adjudication Division  
USCG National Pollution Funds Center  
Work Number: (571)-608-1783

**From:** Feliciano, Alexander L CIV DHS (USA)  
**Sent:** Thursday, March 6, 2025 7:17 AM  
**To:** Tessa K. Marlow <[tmalow@ksninc.com](mailto:tmalow@ksninc.com)>  
**Cc:** Olmo, Rhonda L. <[rolmo@neumiller.com](mailto:rolmo@neumiller.com)>; Pinasco, Andy J. <[apinasco@neumiller.com](mailto:apinasco@neumiller.com)>; Rioux, Robert C CIV USCG NPFC (USA) <[Robert.C.Rioux@uscg.mil](mailto:Robert.C.Rioux@uscg.mil)>; Hellberg, Donna M CIV USCG NPFC (USA) <[Donna.M.Hellberg@uscg.mil](mailto:Donna.M.Hellberg@uscg.mil)>  
**Subject:** RE: 2025 02 28 Determination Notice\_UCGPA24019-URC001

Good morning, Ms. Marlow,

This is just a friendly notice that as 51 days have passed since the NPFC's offer was sent on January 13, 2025, we are currently 9 days from the 60-day time limit: March 15, 2025. While you await establishment of District's registration in Sam.gov, if you can please provide the signed acceptance letter found at the end of our determination letter (pg. 10), it will confirm you are accepting the offer, and we can utilize this document to postpone the deadline while we wait for your registration to load in Sam.gov. Please respond back with the signed acceptance letter and confirmation that District intends to accept the offer. Thank you in advance!

Best Regards,  
Alex

Alexander Feliciano  
Program Analyst  
Claims Adjudication Division  
USCG National Pollution Funds Center  
Work Number: (571)-608-1783

**From:** Feliciano, Alexander L CIV DHS (USA)  
**Sent:** Friday, February 28, 2025 6:31 AM  
**To:** 'Tessa K. Marlow' <[tmalow@ksninc.com](mailto:tmalow@ksninc.com)>  
**Cc:** 'Olmo, Rhonda L.' <[rolmo@neumiller.com](mailto:rolmo@neumiller.com)>; 'Pinasco, Andy J.' <[apinasco@neumiller.com](mailto:apinasco@neumiller.com)>; Rioux, Robert C CIV USCG NPFC (USA) <[Robert.C.Rioux@uscg.mil](mailto:Robert.C.Rioux@uscg.mil)>; Hellberg, Donna M CIV USCG NPFC

(USA) <[Donna.M.Hellberg@uscg.mil](mailto:Donna.M.Hellberg@uscg.mil)>

**Subject:** 2025 02 28 Determination Notice\_UCGPA24019-URC001

Good morning, Ms. Marlow,

This is just a friendly notice that as 45 days have passed since the NPFC's offer was sent on January 13, 2025, we are currently 15 days from the 60-day time limit: March 15, 2025. While you await establishment of District's registration in Sam.gov, if you can please respond with written confirmation of whether the NPFC's offer to District is being accepted, it will be greatly appreciated. As simple "yes, we are accepting" or "no, we are not" will suffice.

Please respond with that confirmation. Once the All Awards registration is established, please also provide the signed acceptance letter found at the end of our determination letter (pg. 10) so we can move forward with the payment process. Thank you in advance!

Best Regards,  
Alex

Alexander Feliciano  
Program Analyst  
Claims Adjudication Division  
USCG National Pollution Funds Center  
Work Number: (571)-608-1783

**From:** Feliciano, Alexander L CIV DHS (USA)

**Sent:** Thursday, February 20, 2025 2:37 PM

**To:** Tessa K. Marlow <[tmalow@ksninc.com](mailto:tmalow@ksninc.com)>

**Cc:** Olmo, Rhonda L. <[rolmo@neumiller.com](mailto:rolmo@neumiller.com)>; Pinasco, Andy J. <[apinasco@neumiller.com](mailto:apinasco@neumiller.com)>; Rioux, Robert C CIV USCG NPFC (USA) <[Robert.C.Rioux@uscg.mil](mailto:Robert.C.Rioux@uscg.mil)>

**Subject:** RE: 2025 01 13 Determination Pckge\_UCGPA24019-URC001

Good afternoon, Ms. Marlow,

In order to receive payment, the District will have to establish an "All Awards" registration in SAM.gov. Once the paperwork is filled out on Sam.gov, the process may take up to 10 days until the District is listed and their registration established. Unfortunately, you will have to establish an active, all awards registration to receive payment. Please use this link to enter SAM.gov:

<[SAM.gov | Home](#)>

As soon as the registration is established, you can fill out the acceptance form found on the last page of our determination and email it back to us for processing. I hope this helps. Please

let me know if you have any further questions, comments, or concerns. Thank you!

Best Regards,  
Alex

Alexander Feliciano  
Program Analyst  
Claims Adjudication Division  
USCG National Pollution Funds Center  
Work Number: (571)-608-1783

**From:** Tessa K. Marlow <[tmarlow@ksninc.com](mailto:tmarlow@ksninc.com)>  
**Sent:** Thursday, February 20, 2025 2:23 PM  
**To:** Feliciano, Alexander L CIV DHS (USA) <[Alexander.L.Feliciano@uscg.mil](mailto:Alexander.L.Feliciano@uscg.mil)>  
**Cc:** Olmo, Rhonda L. <[rolmo@neumiller.com](mailto:rolmo@neumiller.com)>; Pinasco, Andy J. <[apinasco@neumiller.com](mailto:apinasco@neumiller.com)>  
**Subject:** [Non-DoD Source] FW: 2025 01 13 Determination Pckge\_UCGPA24019-URC001

Hi Alexander,

I am assisting the District in finalizing these documents and accepting the claim. Could you please clarify if the District needs to set up a full Entity Registration in SAM.gov or if the District can simply apply for a Unique Entity ID only? The Unique Entity ID only is a simple process, but the full Registration is quite detailed.

Thank you!



The trusted firm for delivering the  
right solution for our clients' needs.

**Tessa K. Marlow**  
Environmental Manager

711 N. Pershing Avenue. Stockton CA 95203  
p: 209 946-0268 f: 209 946-0296 m: 916 601-9179  
[tmarlow@ksninc.com](mailto:tmarlow@ksninc.com)  
[www.ksninc.com](http://www.ksninc.com)

**From:** Olmo, Rhonda L. <[rolmo@neumiller.com](mailto:rolmo@neumiller.com)>  
**Sent:** Thursday, February 20, 2025 10:12 AM  
**To:** Tessa K. Marlow <[tmarlow@ksninc.com](mailto:tmarlow@ksninc.com)>  
**Subject:** FW: 2025 01 13 Determination Pckge\_UCGPA24019-URC001

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**From:** Feliciano, Alexander L CIV DHS (USA) <[Alexander.L.Feliciano@uscg.mil](mailto:Alexander.L.Feliciano@uscg.mil)>  
**Sent:** Monday, January 13, 2025 10:14 AM



**To:** Pinasco, Andy J. <[apinasco@neumiller.com](mailto:apinasco@neumiller.com)>  
**Cc:** Olmo, Rhonda L. <[rolmo@neumiller.com](mailto:rolmo@neumiller.com)>; Hellberg, Donna M CIV USCG NPFC (USA) <[Donna.M.Hellberg@uscg.mil](mailto:Donna.M.Hellberg@uscg.mil)>; Rioux, Robert C CIV USCG NPFC (USA) <[Robert.C.Rioux@uscg.mil](mailto:Robert.C.Rioux@uscg.mil)>  
**Subject:** RE: 2025 01 13 Determination Pckge\_UCGPA24019-URC001

The password(s) are as follows: UCGPA24019-URC001

**From:** Feliciano, Alexander L CIV DHS (USA)  
**Sent:** Monday, January 13, 2025 1:13 PM  
**To:** Pinasco, Andy J. <[apinasco@neumiller.com](mailto:apinasco@neumiller.com)>  
**Cc:** 'Olmo, Rhonda L.' <[rolmo@neumiller.com](mailto:rolmo@neumiller.com)>; Hellberg, Donna M CIV USCG NPFC (USA) <[Donna.M.Hellberg@uscg.mil](mailto:Donna.M.Hellberg@uscg.mil)>; Rioux, Robert C CIV USCG NPFC (USA) <[Robert.C.Rioux@uscg.mil](mailto:Robert.C.Rioux@uscg.mil)>  
**Subject:** 2025 01 13 Determination Pckge\_UCGPA24019-URC001

Good afternoon, Mr. Pinasco,

Please find attached our signed determination and affiliated spreadsheet for your UCGPA24019-URC001 claim. All terms and conditions regarding this determination can be found in the attached Adobe document. You'll notice that both our signed determination and affiliated summary of costs spreadsheet have been password protected. I'll follow this email with another email containing the password(s).

Later today, you should also receive notification from the federal website DOD SAFE. The email will direct you to a site containing any footnotes cited in this determination that were neither submitted nor previously received by District 828.

Thank you for your patience throughout our adjudication process. Have a great day!

Best Regards,  
Alex

Alexander Feliciano  
Program Analyst – CA Division  
CG National Pollution Funds Center  
Email: [Alexander.L.Feliciano@uscg.mil](mailto:Alexander.L.Feliciano@uscg.mil)  
Office Phone: (571) 608-1783

# EXHIBIT B

## FIELD REPORT

OWNER:	<b>Reclamation District No. 828</b>	PROJECT:	<b>General inspection for District Meeting</b>
CONTRACTOR:	<b>n/a</b>	CONTRACT NO.:	<b>n/a</b>
KSN JOB NO.:	<b>25</b>	DATE:	<b>04/07/2025</b>

### Weather / Temperature:

Mostly cloudy, High of 70°F, wind @ 5 mph

### Location:

Sta. 20+00 (Buena Vista & Shimizu) to sta. 67+24 (end of District)

### Personnel on site:

N/A

### Contractor work hours:

N/A

### The following was noted:

- I inspected the District by land to find issues requiring attention for the upcoming District meeting. I found the following items:
  1. Sta. 20+00 – Fallen tree in water;
  2. Sta. 20+50 to 22+50 – Trash, conc rubble WS shoulder;
  3. Sta. 31+50 – 100% dead tree leaning over water can be removed + conc rubble on upper slope;
  4. Sta. 34+75 – conc rubble on WS slope;
  5. Sta. 35+00 – remove tree < 4" at shoulder height from WS slope;
  6. Sta. Sta. 35+50 to 35+60 – conc rubble WS shoulder;
  7. Sta. 36+25 – 100% dead tree can be removed from WS slope;
  8. Sta. Sta. 36+50 – conc rubble WS slope;
  9. Sta. 40+50 – large 100% dead tree WS shoulder can be removed;
  10. Sta. 41+75 – veg debris WS shoulder;
  11. Sta. 42+75 – remove tree stump WS shoulder;
  12. Sta. 43+75 – remove tree stump WS shoulder;
  13. Sta. 45+00 – remove invasive tropical plant WS slope;
  14. Sta. 46+85 – remove invasive tropical plant from WS slope;
  15. Sta. 49+75 – remove 100% dead tree from WS slope;
  16. Sta. 50+50 – remove felled tree in water;
  17. Sta. 51+00 – remove tree stump & conc rubble WS shoulder;
  18. Sta. 51+00 – replaced 'no dumping' sign that was cut down;
  19. Sta. 52+00 – remove invasive tropical plant WS slope;
  20. Sta. 52+25 to 52+50 – remove conc rubble WS shoulder & destroy homeless pad WS slope;
  21. Sta. 53+75 – trees cut by homeless;
  22. Sta. 54+00 – remove dirt pile WS shoulder;
  23. Sta. 54+50 to 54+75 – remove stumps and downed trees WS shoulder;

24. Sta. 55+75 – many trees WS shoulder cut by homeless;
25. Sta. 55+75 – conc rubble WS shoulder;
26. Sta. 57+00 to 59+00 – remove conc rubble WS shoulder;
27. Sta. 63+75 – riprap old homeless pad cut into WS slope + remove dirt pile from shoulder (low LS begins here);
28. Sta. 62+75 to 63+25 – repair erosion site w/50' riprap;
29. Sta. 64+00 – gate is missing;
30. Sta. 64+15 – multiple trees cut down by homeless, leaving stumps to be removed WS shoulder;
31. Sta. 64+50 – remove downed tree in water;
32. Sta. 70+25 – two 100% dead trees hanging over water & ready to fall should be removed (beyond District alignment);
33. Sta. 70+50 – remove downed tree in water (beyond District alignment);
34. 100% dead tree should be removed from WS slope at intersection of Kingsley Ave & Shimizu Dr.

Prepared By: Aaron Lickingteller

Additional Copies to: CHN, WLF

# EXHIBIT C

# CUSTOM SPRAYING, INC.

P. O. Box 6364.  
Stockton, CA 95206.  
Phone: 209-481-3112  
Email: tmelden@att.net

## Proposal

Date

10/21/2024

### Name / Address

REC-DIST #828  
KJELDSSEN,SINNOCK&NEUDECK  
711 N. PERSHING AVE.  
STOCKTON,CA 95201

Project

1204-9025-04-001 828-10-31-24-03	
Description	Total
<p align="center"><b>ANNUAL WEED CONTROL 2025 SEASON</b></p> <p>LOCATION : REC-DIST #828 WEBER TRACT</p> <p>AREAS AND SITES TO BE CONTROLLED 2025 SEASON UNTIL OCTOBER 1,2025</p> <p>( 1 ) ( WINTER ) WEED APPLICATION, POST AND PRE-EMERGENT TO BE APPLIED NOVEMBER /DECEMBER 2024 TO CONTROL 2025 WINTER WEEDS (A ) START POINT : PIXIE WOODS FENCE LINE GOING EAST TO PAVED LEVEE PORTION ( CROWN ) (B ) TREAT SHOULDER OFF PAVEMENT (CROWN) DOWN LEVEE SLOPE 25' 30" TO RIPARIAN VEGETATION ( WATER SIDE ) LEVEE, GOING EAST TO I-5 AND CONTINUE TO BUENA VISTA ( END ) OF DISTRICT</p> <p>( 2 ) SUMMER WEED APPLICATION : SPOT TREAT WEEDS ON ABOVE SITE AS NEEDED UNTIL OCTOBER1,2025 COST TO PERFORM WINTER AND SUMMER WEED CONTROL ABOVE SITE \$2,500.00</p> <p>( 3 ) ARUNDO ( BAMBOO ) TREATMENT : APPLY POST EMERGENT HERBICIDES ( ROUND-UP-POWER -MAX @ 1% SOLUTION ) MULTIPLE APPLICATION WILL BE MADE DURING SUMMER 2025 UNTIL OCTOBER 1,2025 TO CONTROL ARUNDO GROWING ON LEVEE SLOPE (WATER SIDE ) COST TO PERFORM JOB ( ARUNDO ) \$1,500.00</p> <p>APPLICATION DATES : WINTER WORK NOVEMBER / DECEMBER MUST HAVE RAIN TO ACTIVATE PRE-EMERGENT HERBICIDE APPLICATION DATE : SUMMER WORK ( ARUNDO ) APRIL 1,2025 UNTIL OCTOBER 1,2025 APPLICATION DATE : SHOULDER WORK WILL START AFTER JULY 1,2025 UNTIL OCTOBER1,2025 PLEASE NOTE : NO VEGETATION WORK CAN BE DONE ON DISTRICT WITH EXCEPTION OF ARUNDO AFTER MARCH 15,2025 UNTIL JULY 1,2025 FISH AND GAME REGULATIONS!!</p>	<p>2,500.00</p> <p>1,500.00</p>
<b>Total</b>	<b>\$4,000.00</b>

# ITEM 13

## **RD 828: MASTER CALENDAR**

### **JANUARY**

- Board Meeting – 2<sup>nd</sup> Monday at 10:30 a.m.
- Election of Officers (After an election)
- Obtain Insurance to be Approved. Insurance year is April to March

### **FEBRUARY**

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

### **MARCH**

### **APRIL**

- April 1: Form 700s due
- Board Meeting – 2<sup>nd</sup> Monday at 10:30 a.m.

### **MAY**

### **JUNE**

### **JULY**

- Board Meeting – 2<sup>nd</sup> Monday at 10:30 a.m.
- Approve Audit Contract for expiring fiscal year
- Adopted Annual Budget
- Adopt Resolution for setting Assessments and submit to County Assessor's Office
- Adopt Notice of Exemptions Resolution
- Adopt Subventions Resolution

### **AUGUST**

- August 1: Deadline to certify assessments for tax-roll and deliver to County (duration of current assessment: Indefinite).
- Send handbills for collection of assessments for public entity-owned properties
- In election years, opening of period for secretary to receive petitions for nomination of Trustees (75 days from date of election.) (*Cal. Wat. Code §50731.5*)

### **SEPTEMBER**

- In election years, last legal deadline to post notice that petitions for nomination of Trustees may be received (7 days prior to close of closure.) (*Cal. Wat. Code §50731.5*).
- In election years, closing of acceptance of petitions for nomination of Trustees (54 days from date of election.) (*Cal. Wat. Code §50731.5*).



## **OCTOBER**

- Publish Notice of Election, odd numbered years (once per week, 4 times, commencing at least 1 month prior to election).
- Board Meeting – 2<sup>nd</sup> Monday at 10:30 a.m.

## **NOVEMBER**

- Election.

## **DECEMBER**

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

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

<b>Name</b>	<b>Term Commenced</b>	<b>Term Ends</b>
Miguel Villapudua	March 28, 2025	First Friday of 12/2025
Deby Provost	First Friday 12/2023	First Friday of 12/2027
Paul Marsh	First Friday 12/2023	First Friday of 12/2027

### **No Expiration on Assessment**

**Refund of Smith Canal Closure Election Contribution – when there is adequate surplus funding available, the disbursement of which will not generate Project delays.**

**Trustee Miguel Villapudua appointed March 28, 2025 to fill vacancy of Roger Navarro – until next general election to occur in December 2025.**

# ITEM 14

RECLAMATION DISTRICT 828						
Bills for Approval - February 2025 - March 2025						
NAME	INVOICE DATE	INVOICE #	AMOUNT	TOTAL \$	RATIFY	WARRANT #
Neumiller & Beardslee	2/7/2025	352214	\$1,775.00		x	1526
	3/10/2025	352859	\$7,074.19			
	4/7/2025	353146	\$2,491.49			
				<b>\$11,340.68</b>		
Kjeldsen, Sinnock & Neudeck	2/18/2025	39689	\$1,068.75		x	1527
	2/18/2025	39690	\$1,598.75			
	2/18/2025	39691	\$142.50			
	2/18/2025	39692	\$2,355.00			
	3/11/2025	39908	\$116.50			
	3/11/2025	39909	\$650.75			
	3/11/2025	39910	\$7,233.75			
	3/11/2025	39911	\$174.75			
	3/11/2025	39912	\$522.50			
	3/31/2025	40157	\$326.25			
	3/31/2025	40158	\$58.25			
	3/31/2025	40159	\$90.00			
				<b>\$14,337.75</b>		
Schwartz, Giannini, Lantsberger & Adamson	1/31/2025	102492	\$130.00		x	1528
				<b>\$130.00</b>		
James G. Parker Insurance	3/29/2025	PKG NB25	\$11,256.00		x	1529
				<b>\$11,256.00</b>		
Deby Provost - 2/12/25 Meeting with County re Spray Permits	Trustee Stipend		\$100.00		x	1530
Deby Provost - 3/28/25 Special Board Meeting	Trustee Stipend		\$100.00		x	
Deby Provost - 4/14/25 Board Meeting	Trustee Stipend		\$100.00			
				<b>\$300.00</b>		

Paul Marsh - 3/28/25 Special Board Meeting	Trustee Stipend		\$100.00		x	1531
Paul Marsh - 4/14/25 Board Meeting	Trustee Stipend		\$100.00			
				<b>\$200.00</b>		
Miguel Villapudua - 3/28/25 Special Board Meeting	Trustee Stipend		\$100.00		x	1532
Miguel Villapudua - 4/14/25 Board Meeting	Trustee Stipend		\$100.00			
				<b>\$200.00</b>		
WARRANT TOTAL				<b>\$37,764.43</b>		
Fund Balance as of April 9, 2025		<b>\$537,004.78</b>				
Less Submitted Bills for Payment:		<b>\$37,764.43</b>				
Total:		<b>\$499,240.35</b>				
Bank of Stockton Balance as of March 31, 2025		<b>\$15,684.21</b>				