

**MEETING AGENDA FOR  
RECLAMATION DISTRICT NO. 1608  
BOARD OF TRUSTEES REGULAR MEETING  
8:00 A.M. SEPTEMBER 4, 2019  
NEUMILLER & BEARDSLEE  
3121 WEST MARCH LANE, SUITE 100  
STOCKTON, CALIFORNIA**

Call to Order.

Roll Call.

Agenda Items.

1. Public Comment. The public may comment on any matter within the District's jurisdiction that is not on the agenda. Matters on the agenda may be commented on by the public when the matter is taken up. All comments are limited to a maximum of 3 minutes for general public comments on items within the District's subject matter jurisdiction and 3 minutes before or during the Board's consideration of each agenda item, subject to the sole discretion of the Board President to allow additional time for a comment in accordance with Resolution 2019-04.
2. Approval of Minutes. Minutes of the District meeting of August 7, 2019.
3. District Secretary. Discussion and Possible Action to Appoint District Secretary and Approve Agreement for Secretarial Services.
4. Professional Services Agreement. Discussion and Possible Action to Approve an Agreement for Professional Services to Assist and Advise District Secretary in Carrying out the Duties of District Secretary.
5. Financial Report. Review, discuss, and accept financial report.
6. Engineer's Report. Request for directions and approvals.
  - (a) Levee Encroachment Permits/Enforcement
    - i. Consider new permits requests from homeowners.
    - ii. Consider Levee Encroachment Standard Violation Enforcement
  - (b) Discussion and Direction regarding Sediment Removal Project.
7. Levee Superintendent Report. Request for directions and approvals.
8. Report by Trustees on meetings attended and up coming meetings. Request for direction.
9. Report and possible action on Progress of Tasks Assigned at Previous Board Meetings.
10. Newsletter. Discussion and direction.
11. Discussion and direction on Short-Term and Long-Range Goals.
12. District Calendar. Discussion and direction.
13. Correspondence.
14. Approval of Bills.
15. Staff Reports.

*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 Jean Knight at 209/948-8200 during regular business hours, at least forty-eight 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.*

(a) Attorney. The Agenda for this meeting was posted on the window outside the meeting room at 3121 West March Lane, Suite 100, Stockton, California, at least seventy-two (72) hours preceding the meeting.

16. Adjournment.

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

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

**AGENDA PACKET  
RECLAMATION DISTRICT 1608  
September 4, 2019**

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

# ITEM 2

**MINUTES OF THE REGULAR MEETING OF BOARD OF TRUSTEES  
FOR RECLAMATION DISTRICT 1608  
HELD WEDNESDAY, AUGUST 7, 2019**

A Regular Meeting of the Board of Trustees of Reclamation District 1608 was called to order at 8:00 a.m. by President Michael Panzer on August 7, 2019, at the law offices of Neumiller & Beardslee, 3121 W. March Lane, Suite 100, Stockton, California.

**TRUSTEES PRESENT WERE:**

MICHAEL PANZER  
DAN MacDONNELL

**OTHERS PRESENT WERE:**

ANDY PINASCO  
CHRIS NEUDECK  
JEAN L. KNIGHT  
JOE BRYSON  
BOB BENTZ  
ELVIA TRUJILLO  
BRANDON MILLER, Summer Legal Intern at Neumiller & Beardslee

**ABSENT WERE:**

BRETT THOLBORN  
DANIEL SCHROEDER

1. **Public Comment.** Trustee Panzer brought to the attention of all present that he had brought a flag to the meeting. The flag is little, has a small stand and will be kept in the drawer in the Board Room. This was the result of a comment made by resident Bob Bentz at the July meeting. It was also brought to the attention of everyone that Levee Superintendent is a hero according to the Next Door application on either a computer or a smart phone. The posting said "Credit where credit is due. The homeless camp on the Levy (sic) next to the dog park is gone within 24 hours of our neighbors notifying them. Great job. Cost ? Maybe 5 minutes of Joe the Levy Supervisor's time." ... "So why in heck can't the Mayor, City, Cal Trans the DA get off their arse and do the same???" ... "Homeless camp at Ben Holt exit to freeway after multiple calls by multiple constituents to the Mayor, City Council and Cal Trans over 3 weeks nothing has happened. Can the City hire Joe to clean them out since the millions of wasted tax payer dollars aren't doing squat!!!!?" There was more information about encampments with one being by Home Depot – 11 tents and 100 yards of garbage. They even got Councilman Canepa involved.

2. **Approval of Minutes.** Minutes of the regular meeting of July 3, 2019. After review,

Upon motion duly made, seconded (D. MacDonnell/M. Panzer) and unanimously carried by the Board of Trustees of Reclamation District 1608 that the minutes of the regular meeting of July 3, 2019 be approved.

3. **Financial Report.** Review, discuss, and accept financial report. Secretary Knight presented the Financial Report for the period ending July 31, 2019. She noted that the engineer expenses were for two months as because of their fiscal year ending June 30<sup>th</sup>, they were not able to distribute the invoices early enough to be included at the last District meeting. She also noted that there had been an interest credited to the District's account but it had not been included within this report. It will appear on the September meeting's financial report. This is the first financial report for the new fiscal year. After review,

It was moved, seconded (D. MacDonnell/M. Panzer) and unanimously carried by the Board of Trustees of Reclamation District 1608 that the Financial Report, as presented, be approved.

4. **Engineer's Report.** Request for directions and approvals.
- (a) Levee Encroachment Permits/Enforcement
    - i. Consider new permits requests from homeowners. No new permit requests.
    - ii. Consider Levee Encroachment Standard Violation Enforcement. See below in report from Engineer.
  - (b) Discussion and Possible Action to Authorize District Engineer to Contract for the Removal of a Eucalyptus Tree at Levee Station 6+50 and Complete Mitigation as Recommended by California Department of Fish and Wildlife. See below in report from Engineer.
  - (c) Discussion and Direction regarding Sediment Removal Project. See below in report from Engineer.

I. DELTA LEVEE SUBVENTIONS PROJECT:

- A. Review the removal of a Eucalyptus Tree in District's Levee at Levee Station 6+50 adjacent to 7052 Bridgeport Circle. Seek Board of Trustees authority to remove. See Exhibit A for details on condition and estimated expense. Chris Neudeck presented this item. Exhibit A includes a memo that details issues with respect to the eucalyptus tree that has been dropping limbs and leaves on the levee, as well as in the backyard of the bordering property owners. This has become a safety and liability issue and the property owners are also worried about possible property damage from falling limbs. The report details the site meeting between Dave Carr of KSN and Kalia Schuster of the California Department of Fish and Wildlife. A written approval was received for the removal of the tree, with the requirement of a 3:1 Riparian Forest mitigation cost following removal. The tree is .031 acres and will require .093 acres of mitigation. Bulk credits from Westervelt are still available and the cost will be \$5,793 total, with the District's 25% share at \$1,448. Joe Bryson received a quote of \$7,000 for the tree removal. It is anticipated that the District will seek reimbursement of the \$7,000 as an encroachment and get 75% of that back. However, there is no guarantee that

DWR will pay for it with the unique circumstances. However, the engineers recommend removal of the tree from a safety perspective. The tree is not falling over but probably seeking water and sending roots towards the water and it is not good to have that big of a tree on the levee. Trustee Panzer said he is all for removing the tree and is in hopes also of being reimbursed. Mr. Neudeck said the District will get reimbursed for the mitigation costs. After further discussion,

It was moved, seconded, (D. MacDonnell/M. Panzer) and unanimously carried by the Trustees of Reclamation District 1608 that the District Engineer do the necessary work to have the eucalyptus tree removed and the mitigation done as recommended by the California Department of Fish and Wildlife.

## II. Plan Review

A. Review status of Annual Levee Inspection of the district's Levee system. Exhibit B, "Lincoln Village West Violation/Remedy Tracking 2019" details the status of the annual levee inspection. Chris Neudeck presented this item and with the listing as presented, stated that the engineers will be following up with a letter to only two of the residents on the list. Those will be Todd and Anna Bowman at 7050 Bridgeport Circle and Charles & Farley Staniec at 6347 Embarcadero Drive.

## III. Sediment Removal Project

Chris Neudeck directed trustees and staff to Task 4 of Exhibit "C" of the engineering report, a memorandum from Jacob Bejarano to Mr. Neudeck that gives details about the Permitting stage. They are hoping that the Corps of Engineers will support the staff's decision but he noted that the Corps is not always good for what they say. With respect to the archeologist on staff who is not permitted, she was not hired to do this work but she does have knowledge. The word continues to be to not spend the \$18,000 at this time. They will incur expenses on the monitoring side and monitoring expenses are going to be more than previously thought. Mr. Neudeck said it seems like things are moving along and thinks the District will get it completed by the end of the year. They hope to get the bid work done by the end of the winter and they need to get contracts in advance for work to start next August.

5. **Levee Superintendent Report.** Request for directions and approvals. Joe Bryson gave his report. He reported that Mr. Bruce Davies got Canepa to go out to the encampment by In Shape. He also reports that there are otters seen and people think the dredging is happening. He noted that a lot of people want to rebuild docks and want to sell their houses after dredging is done. They think they will get more money after this work is done. With respect to a letter written by the City of Stockton regarding flood insurance, Mr. Bryson said a lot of people are calling him with respect to the letter. Mr. Neudeck is going to look at the letter regarding flood insurance. Since Reclamation District 1608 is not in a flood zone and

insurance is not mandatory, the premium should only be about \$400 a year but other in areas where it is required, it can be \$1,800 or more.

Chris Neudeck reported on a meeting that took place regarding the homeless encampments on the levees. Many agencies were present including the State Water Quality Control Board, Coast Guard, DA's office, Sheriff's and state and local agencies who met with Assemblyman Jim Cooper about a new bill, AB 137, that would enhance protections along levees and bypasses, as well as make it illegal to put up encampments on the structures, Assemblyman. Cooper authored this bill which would also prohibit people from altering the stability of levees or bypasses, as well as prohibit people from living and camping on the structures. The legislation would make it a misdemeanor charge. Chris Neudeck said at this point, we can block them but can't relocate them. We can enforce our trespassing rights but we have to get law enforcement involved with removing the encroachers.

6. **Report by Trustees on meetings attended and up coming meetings.** Request for direction. None.
7. **Report and possible action on Progress of Tasks Assigned at Previous Board Meetings.** No report.
8. **Discussion and direction on Short-Term and Long-Range Goals.** No changes.
9. **District Calendar.** Discussion and direction. Andy Pinasco went over the District election that is coming up in November. Trustees Panzer and Tholborn's terms end the first Friday in December. Also a newsletter is due to be out in October so Ms. Buethe will be contacted to attend the next meeting.
10. **Correspondence.** Secretary Jean Knight handed out a letter of resignation from the District Secretary position. It will be effective at the September meeting and more information will be provided at that meeting. Secretary Knight will be on vacation in September and away from the meeting and Elvia Trujillo, the incoming Secretary, will be present.
11. **Approval of Bills.** The Bills to be Paid List for August 2019 was presented and reviewed and,

Upon motion duly made, seconded (D. MacDonnell/M. Panzer) and unanimously carried by the Board of Trustees of Reclamation District 1608 that the Bills to be Paid List for July 2019 be approved.

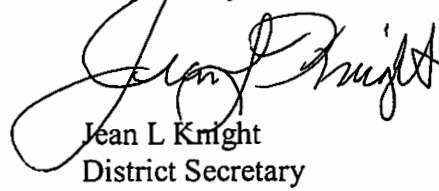
**12. Staff Reports.**

- (a) **Attorney.** The Agenda for this meeting was posted on the window outside the meeting room at 3121 West March Lane, Suite 100, Stockton, California, at least seventy-two (72) hours preceding the meeting.



13. **Adjournment.** The meeting adjourned at 8:57 a.m.

Respectfully submitted,



Jean L Knight  
District Secretary

# ITEM 3

## AGREEMENT FOR SECRETARIAL SERVICES

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between RECLAMATION DISTRICT 1608, a reclamation district organized under the laws of California ("District"), and ELVIA TRUJILLO ("Secretary").

1) Retention of Secretary. District hereby retains Secretary to perform the duties of Secretary and Treasurer for District, on the terms and conditions specified herein. Secretary hereby agrees to perform the duties of Secretary and Treasurer for District, on the terms and conditions specified herein.

2) Duties to be Performed. Secretary shall perform all the normal and usual duties of Secretary and Treasurer, including without limitation, those specified in the California Water Code, and shall serve as recording Secretary to District. Records of the District may be kept by the Secretary, and/or the Attorney, for the District.

3) Specific Attendance at Meetings. Secretary shall (except that Secretary retains the right, in the event of irreconcilable schedule conflicts or absences, to substitute another person as recording Secretary), attend such meetings of the Board of Trustees of District, as may be requested.

4) Term. This Agreement shall commence on the date first above written, and shall continue indefinitely, except that District may terminate this Contract at any time, with or without cause, by written notice to Secretary, and shall have no liability for such termination except for services performed prior to termination. Secretary may terminate this Contract, at any time, by written notice to District at least thirty (30) days prior to termination, and shall have no liability for such termination.

5) Compensation.

- A. District shall pay Secretary for services performed, the sum of \$50.00 per hour worked, plus \$250 for each meeting in excess of one meeting per month.
- B. Vehicle allowance: Secretary shall not be paid mileage for use of Secretary's private vehicle, but instead shall receive a vehicle allowance of Eighty-Five Dollars (\$85.00) per month.

6) Reimbursement. District further agrees to reimburse Secretary for out-of-pocket expenses incurred by Secretary in performing services for District, including, but not limited to, copying costs, and long-distance telephone calls. For single expenses in excess of Two Hundred Fifty Dollars (\$250.00) District agrees to reimburse the provider thereof directly.

7) Status. Secretary is an independent contractor, and neither Secretary nor any individual(s) employed by Secretary is, are, or shall be an employee of District. Neither Secretary nor any individual employed by Secretary shall receive or be entitled to receive retirement or pension benefits, Public Employees Retirement System benefits, workers' compensation insurance coverage, health insurance coverage, or any other benefit from District except the compensation specified above.

8) Provision of Material. District shall provide Secretary, at District's sole cost and expense, agendas, notices, reports, and all other materials necessary to enable Secretary to carry out the duties of Secretary.

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

District: RECLAMATION DISTRICT 1608  
P.O. Box 4857  
Stockton, CA 95204

Secretary: Elvia Trujillo  
12941 Sarayah Lane  
Harold, CA 95638

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

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

12) Assignment. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without District's prior written consent, and any attempt to do so shall be void and of no effect. District shall not be obligated or liable under this Agreement to any party other than Consultant.

13) Entire Agreement. This instrument contains the entire Agreement between District and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by District and Consultant.

14) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or

unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

16) Renegotiation of Contract. It is specifically provided that Secretary may renegotiate this Contract, including rates for services.

“DISTRICT”

“SECRETARY”

RECLAMATION DISTRICT 1608

ELVIA TRUJILLO

By: \_\_\_\_\_  
Michael R. Panzer, President  
Board of Trustees

By: \_\_\_\_\_  
Elvia Trujillo

# ITEM 4

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between RECLAMATION DISTRICT 1608, a reclamation district organized under the laws of California ("District"), and JEAN L. KNIGHT ("Consultant").

1) **Retention of Consultant.** District hereby retains Consultant to assist and advise District Secretary in carrying out the duties of Secretary and Treasurer for District, on the terms and conditions specified herein.

2) **Duties to be Performed.** Consultant shall perform such professional services as are necessary to provide, at District Secretary's request, information related to institutional knowledge and administrative support regarding the duties of District Secretary and Treasurer for District, including without limitation, those specified in the California Water Code.

3) **Term.** This Agreement shall commence on the date first above written, and shall continue until December 31, 2019, except that District may terminate this Contract at any time, with or without cause, by written notice to Consultant, and shall have no liability for such termination except for services performed prior to termination. Consultant may terminate this Contract, at any time, by written notice to District at least thirty (30) days prior to termination, and shall have no liability for such termination.

4) **Compensation.** District shall pay Consultant for services performed the sum of \$50.00 per hour worked.

5) **Status.** Consultant is an independent contractor, and neither Consultant nor any individual(s) employed by Consultant is, are, or shall be an employee of District. Neither Consultant nor any individual employed by Consultant shall receive or be entitled to receive retirement or pension benefits, Public Employees Retirement System benefits, workers' compensation insurance coverage, health insurance coverage, or any other benefit from District except the compensation specified above.

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

District: RECLAMATION DISTRICT 1608  
P.O. Box 4857  
Stockton, CA 95204

Consultant: Jean L. Knight  
[ADDRESS]  
Stockton, California [ZIP]

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

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

9) Assignment. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without District's prior written consent, and any attempt to do so shall be void and of no effect. District shall not be obligated or liable under this Agreement to any party other than Consultant.

10) Entire Agreement. This instrument contains the entire Agreement between District and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by District and Consultant.

11) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

SIGNATURES ON NEXT PAGE



“DISTRICT”

RECLAMATION DISTRICT 1608

By: \_\_\_\_\_  
Michael R. Panzer, President  
Board of Trustees

“CONSULTANT”

JEAN L. KNIGHT

By: \_\_\_\_\_

# ITEM 11

**SHORT TERM GOALS**  
**2019**

1. Sediment Removal Project.
2. Participate in County TAC and stakeholder groups. Status: Ongoing.
3. Work on slumping areas. In progress.
4. Monitor SJAFCA meetings re Calaveras and Fourteen Mile Slough uncertified levees.
5. Vegetation encroachments
6. Annual Levee Inspection.
7. Raising Elevation of South West Levee.
8. Repair/Maintenance of Gates on Crown of Southwest Levee

**LONG TERM GOALS**

1. CVFP Plan
2. Lower San Joaquin River Flood Risk Reduction Project
3. Renewal of District Assessment

# ITEM 12

## **RD 1608: MASTER CALENDAR**

### **JANUARY**

- Annual Review of Trustee Compensation
- Update Levee Property DVD

### **FEBRUARY**

- Send out Form 700s, remind Trustees of April 1 filing date

### **MARCH**

- Yearly Employee Evaluations
- Submit Verification Request Form (VRF) for the Annual Levee Maintenance Project to the California Department of Fish & Game.
- Submit payment to the California Department of Fish & Game for prior year Levee Maintenance Project(s).
- Spring Newsletter

### **APRIL**

- April 1: Form 700s due
- Letter to Property owners on levee regarding levee standards and permit requirements
- Notify School District of Vegetation Control

### **MAY**

- Draft Budget
- Annual Department of Fish & Wildlife Maintenance Agreement Renewal.
- Tour of Levee System

### **JUNE**

- June 15: Provide notice/make available to the public, documentation/materials regarding determination of Appropriations (15 days prior to meeting at which Appropriations will be adopted) (*Government Code §7910*).
- Approve Audit Contract for expiring fiscal year
- Adopt the Final Budget

### **JULY**

- Adopt Resolution for setting Appropriations and submit to County Assessor's Office.

### **AUGUST**

- August 1: Deadline to certify assessments for tax-roll and deliver to County (duration of current assessment: FY 2025).
- 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*)
- Submit End of the Year Financial Report.

**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.)
- Fall Newsletter.
- Update District Information Sheet.
- Review District Emergency Supplies
- Emergency Plan Review in 2018 (every three years thereafter)

**NOVEMBER**

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

**DECEMBER**

- Review Emergency Plan.
- New Trustee(s) take office, outgoing Trustee(s) term(s) end on first Friday of each odd-numbered year.
- Provide updated version of electronic copies of properties within District

**Term of Current Board Members:**

<b>Name</b>	<b>Term Commenced</b>	<b>Term Ends</b>
Dan MacDonnell	2017	First Friday of Dec 2021
Brett Tholborn	2015	First Friday of Dec 2019
Michael Panzer	2015	First Friday of Dec 2019

**Assessment Expires 6/30/2025**

**Emergency Operation Plan Review – June 2022**

**Reclamation District Meetings**

- **First Wednesday of each month, at 8:00 A.M.  
at the offices of:  
Neumiller & Beardslee  
3121 W. March Lane, Suite 100  
Stockton, California 95219**

# ITEM 13



## ***An Invitation***

### **CALMUTUALS 2019 ANNUAL MEETING**

***Thurs., Oct. 3rd 12 Noon - 5 PM & Fri. Oct 4th  
8 AM- 12 PM La Bellasera Hotel, Paso Robles, CA***

**The California Association of Mutual Water Companies (CalMutuals) wishes to extend a special invitation to small systems in the Central Coast, to attend our 2019 Annual Meeting.** We look forward to connecting with our Central Coast members and understanding the needs and priorities of small systems in the Central Coast more fully. *Travel grants for airfare or mileage, lodging and meals will be provided to interested mutuals with less than 500 connections.*

#### **Agenda Highlights:**

- Roundtable discussion on the needs and concerns of all Central Coast mutual water companies and other small systems
- Update on CalMutuals resources for mutual water companies
- Report on *Division of Drinking Water* Small Systems Needs Assessment, Economic Feasibility Guidelines, and Mandatory Consolidations
- Assistance with operational requirements for SB 998 compliance (Discontinuation of Residential Water Service for Delinquent Payments)
- Guidance for addressing EPA Risk Assessment and Emergency Response Plan requirements

#### **Register Now:**

Online at <https://caomwc.wildapricot.org/event-3496914> or by email to Susan Allen at [susan@calmutuals.org](mailto:susan@calmutuals.org). Questions? Call us at (714) 449-8403





AUG 1 2019

DSS



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

June 26, 2019

## MEMORANDUM

To: Our Valued Clients

Subject: Fee Schedules for 2019 / 2020

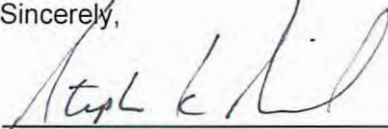
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Please find attached copies of our updated Fee Schedules for 2019 / 2020. The 2019 / 2020 Fee Schedules are effective as of July 1, 2019.

We value all our clients and we very much appreciate the opportunity we have had to work with you over the years. We look forward to continuing to provide services to meet your engineering and surveying needs.

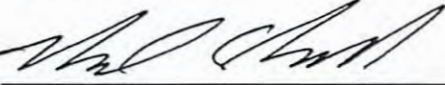
If you have any questions regarding our Fee Schedules, or if you have any suggestions as to how we might better serve your project needs, please contact any of us at KSN.

Sincerely,



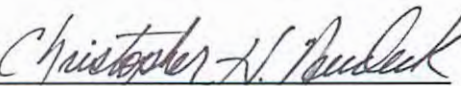
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Stephen K. Sinnock



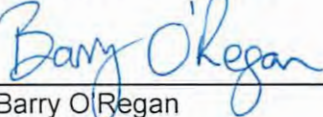
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Neal T. Colwell



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Christopher H. Neudeck



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Barry O'Regan

w/enclosures

**2019 / 2020 FEE SCHEDULE  
NON-PREVAILING WAGE PROJECTS  
Effective July 1, 2019**

Position	Rate
Principal Engineer	\$ 255.00
Associate Engineer	\$ 230.00
Senior Engineer	\$ 205.00
Engineer II	\$ 185.00
Engineer I	\$ 175.00
Junior Engineer	\$ 145.00
Senior Surveyor	\$ 210.00
Surveyor	\$ 180.00
Assistant Surveyor	\$ 150.00
Field Crew-One Man & Vehicle	\$ 195.00
Field Crew-Two Man & Vehicle	\$ 300.00
Inspector	\$ 162.00
Inspector & Vehicle	\$ 184.00
Senior Project Manager	\$ 228.00
Project Manager	\$ 195.00
Assistant Project Manager	\$ 175.00
Grant Manager	\$ 150.00
GIS/CAD Technician III	\$ 145.00
GIS/CAD Technician II	\$ 125.00
GIS/CAD Technician I	\$ 95.00
Project Accountant	\$ 136.00
Administrative III	\$ 105.00
Administrative II	\$ 90.00
Administrative I	\$ 75.00

Equipment	Hourly Rate
3D Print Cloud Work Station	\$ 25.00
GPS Receivers-Per Receiver Per Hour	\$ 25.00
Robotic Total Station	\$ 35.00
HDS Scanner	\$ 150.00
Boat	\$ 55.00

Expenses	
Auto Mileage per current Federal Rates	
Special Consultants	Cost Plus 10%
Reimbursable Expenses	Cost Plus 10%
(Printing, Photos, Copies, Travel, Telephone, Fax, Survey Materials, etc.)	

*Additional charges may apply for overtime services.*

**Fees are due and payable within 30 days from the date of billing. Fees past due may be subject to a finance charge computed on the basis of 1 1/2% of the unpaid balance per month.**

Hourly rates are subject to review and adjustment July 1<sup>st</sup> of each year.





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

**2019 / 2020 FEE SCHEDULE  
 PREVAILING WAGE PROJECTS  
 Effective July 1, 2019**

Position	Rate
Principal Engineer	\$ 255.00
Associate Engineer	\$ 230.00
Senior Engineer	\$ 205.00
Engineer II	\$ 185.00
Engineer I	\$ 175.00
Junior Engineer	\$ 145.00
Senior Surveyor	\$ 210.00
Surveyor	\$ 180.00
Assistant Surveyor	\$ 150.00
Field Crew-One Man & Vehicle	\$ 205.00
Field Crew-Two Man & Vehicle	\$ 310.00
Inspector	\$ 162.00
Inspector & Vehicle	\$ 190.00
Senior Project Manager	\$ 228.00
Project Manager	\$ 195.00
Assistant Project Manager	\$ 175.00
Grant Manager	\$ 150.00
GIS/CAD Technician III	\$ 145.00
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