



**Mark Young**  
President

**Page Baldwin Jr.**  
Trustee

**Matt Gause**  
Trustee

**Richard Harris**  
Trustee

**Marshall Cook**  
Trustee

## **AGENDA**

**Meeting of the  
Reclamation District 2084  
Board of Trustees  
Thursday, June 1st, 2023  
8:30 am**

Larsen Wurzel and Associates, Inc.  
2450 Venture Oaks Way  
Suite 240  
Sacramento, CA 95833

Alternative Location:  
Office of Page Baldwin, Jr.  
3348 Liberty Island Road  
Rio Vista, CA 94571

### **NOTICE TO THE PUBLIC**

For Virtual Public Access:  
Meeting Link (via Microsoft Teams):  
[Click here to join the meeting](#)

Call in:

1-469-294-4078

Meeting number/access code: 157 348 221#

Any member of the public appearing virtually may speak during Public Comment. Reclamation District No. 2084 will use best efforts to swiftly resolve requests for reasonable modifications or accommodations with individuals with disabilities, consistent with the Americans with Disabilities Act, and resolving any doubt whatsoever in favor of accessibility.

- 1. Call to Order**
- 2. Roll Call and Opening Remarks**
- 3. Public Comment (New Business)**

This is an opportunity for members of the public to directly address the Board on subject matter not on the agenda within the jurisdiction of the Board.

- 4. Agenda Approval**
- 5. Consent Items (Action Item)**

- a. Approval of Meeting Minutes

1. May 4<sup>th</sup>, 2023

Enclosure 1: Agenda Item 5.a.1 – Meeting Minutes

- 6. Board Items (Action item unless otherwise noted)**
  - a. Approve Amendment No. 5 to the Larsen Wurzel and Associates, Inc. contract.

Enclosure 2: Agenda Item 6.a – LWA Amendment No. 5

- b. Approve Amendment No. 2 to RD 2084 – LEJPA Funding Agreement executed on March 4<sup>th</sup>, 2021

Enclosure 3: Agenda Item 6.b – Staff Report regarding RD2084-LEJPA Funding Agreement Amendment

- c. Approve Resolution 2022/2023-11 authorizing Board President to execute a new funding agreement with LEJPA

Enclosure 4: Agenda Item 6.c.1 – Resolution 2022/23-11

Enclosure 5: Agenda Item 6.c.2 - Draft Funding Agreement between RD 2084 and LEJPA

**7. Operations and Maintenance Update** (Informational/Action Item)

- a. Update from MBK Engineers

Enclosure 6: Agenda Item 7.a – June 2023 Engineer’s Report

- b. Ongoing Maintenance Items
- c. Approve Board President to execute agreement with Asta Construction for the Gravel Roadway Repair Project

**8. Financial Management** (Informational/Action Item)

- a. Invoicing

Enclosure 7: Agenda Item 8.a – May Financial Manager’s Report

- b. Adopt Fiscal Year 2023/2024 Budget

Enclosure 8: Agenda Item 8.b – Final Draft FY23/24 Budget

**9. Little Egbert Project Update** (Informational Only)

**10. Other Reports** (Informational Only)

- a. Trustee Report(s)
- b. General Manager’s Report
- c. Counsel Report (if needed)

**11. Adjourn**

- a. The next regular Board meeting is July 6th, 2023.

- 
- Any documents related to agenda items that are made available to the Board before the meeting will be available for review by the public by contacting [info@rd2084.org](mailto:info@rd2084.org).
  - If you need reasonable accommodation due to a disability, please contact [info@rd2084.org](mailto:info@rd2084.org) at least 48 hours in advance of the meeting. This contact information may also be used for any questions you may have.
  - Public comments are generally limited to three (3) minutes but may be more or less at the discretion of the Board.
  - The Board may consider the agenda items listed above in a different order at the meeting, pursuant to the determination of the Board Chair. All items appearing on this agenda, whether or not listed expressly for action, may be deliberated upon and subject to action at the discretion of the Board.

# **ENCLOSURE 1**

**AGENDA ITEM 5.a.1**



**Mark Young**  
President

**Page Baldwin Jr.**  
Trustee

**Matt Gause**  
Trustee

**Richard Harris**  
Trustee

**Marshall Cook**  
Trustee

## **MINUTES**

**Meeting of the  
Reclamation District 2084  
Board of Trustees  
Thursday, May 4th, 2023  
8:30 am**

Larsen Wurzel and Associates, Inc.  
2450 Venture Oaks Way  
Suite 240  
Sacramento, CA 95833

Alternative Location:  
Office of Page Baldwin, Jr.  
3348 Liberty Island Road  
Rio Vista, CA 94571

### **NOTICE TO THE PUBLIC**

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#### **1. Call to Order**

The meeting was called to order at 8:31am. President Young presided at the meeting.

#### **2. Roll Call and Opening Remarks**

Trustees Present: Mark Young, President

Page Baldwin, Jr.

Marshall Cook

Matt Gause

Richard Harris

#### **3. Public Comment (New Business)**

There was not public comment.

#### **4. Agenda Approval**

Trustee Harris moved to approve the agenda.

Trustee Gause seconded and it passed by unanimous vote.

AYES: Baldwin, Cook, Gause, Harris, Young

NOES: (none)

ABSTAIN: (none)

RECUSE: (none)

**5. Consent Items (Action Item)**

a. Approval of Meeting Minutes

1. April 12th, 2023

Enclosure 1: Agenda Item 5.a.1 – Meeting Minutes

Trustee Harris moved to approve the consent items.

Trustee Gause seconded and it passed by unanimous vote.

AYES: Baldwin, Cook, Gause, Harris, Young

NOES: (none)

ABSTAIN: (none)

RECUSE: (none)

**6. Board Items (Action item unless otherwise noted)**

a. Discuss Amendment to RD 2084 – LEJPA Funding Agreement  
(Informational)

Enclosure 2: Agenda Item 6.a – Staff Report regarding RD2084-LEJPA  
Funding Agreement Update

The Board directed staff to return with a draft of an amended funding  
agreement for consideration.

b. Approve CEQA Subventions Resolution

Enclosure 3: Agenda Item 6.b – Resolution 2022/23- 10

Trustee Cook moved to approve Resolution 2022/23-10.

Trustee Gause seconded and it passed by unanimous vote.

AYES: Baldwin, Cook, Gause, Harris, Young

NOES: (none)

ABSTAIN: (none)

RECUSE: (none)

**7. Operations and Maintenance Update (Informational/Action Item)**

- a. Update from MBK Engineers

Enclosure 4: Agenda Item 7.a – May 2023 Engineer’s Report

- b. Ongoing Maintenance Items

Engineer Moncrief gave a thorough update on District engineering and O&M. Site reviews with FEMA are upcoming. Engineer Moncrief recommends moving forward with the road repairs as soon as possible. There are 10 sites identified for basic road repairs. The Board directed Engineer Moncrief to request bids for the work to be completed by June 30<sup>th</sup>.

Flood watch ongoing in the San Joaquin basin, but there appears to be no cause for concern in the Sacramento system.

## **8. Financial Management (Informational/Action Item)**

- a. Invoicing

Enclosure 5: Agenda Item 8.a – April Financial Manager’s Report

Financial Manager Brown updated the Board on the District’s financial position. The electricity bills are still higher than normal as the District recovers from significant rain events and saturated soils. These bills are being set aside for review by FEMA.

- b. Adopt Fiscal Year 2023/2024 Budget

Enclosure 6: Agenda Item 8.b – Final Draft FY23/24 Budget

The Board declined to take action on this item.

## **9. Little Egbert Project Update (Informational Only)**

General Manager Nagy gave an update on the Little Egbert Project.

AB 345 is moving through committee. LEJPA is continuing to push towards completion of the Feasibility Study and is on target to complete the study prior to the end of the period of performance. LEJPA has been asked to present to the Solano County Board of Supervisors. This is tentatively scheduled for August 8<sup>th</sup>.

## **10. Other Reports (Informational Only)**

- a. Trustee Report(s)

None

- b. General Manager’s Report

General Manager Nagy shared that the Board had received an amended request from Caltrans on the Ryer Island Ferry improvements. Caltrans is looking to add an additional subsurface boring to their plan. General Manager Nagy agreed to the request with the same conditions given for the initial approval. The Solano ALUC provided comments on the Wildlife Hazard Analysis. The technical team intends to review comments and see what can be addressed at this time in Project development.

- c. Counsel Report (if needed)

None

## **11. Adjourn**

- a. The next regular Board meeting is June 1st, 2023.

Trustee Harris moved to adjourn the meeting.

Trustee Cook seconded and it passed by unanimous vote.

AYES: Baldwin, Cook, Gause, Harris, Young

NOES: (none)

ABSTAIN: (none)

RECUSE: (none)

The meeting was adjourned at 9:46am.

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  - Public comments are generally limited to three (3) minutes but may be more or less at the discretion of the Board.
  - The Board may consider the agenda items listed above in a different order at the meeting, pursuant to the determination of the Board Chair. All items appearing on this agenda, whether or not listed expressly for action, may be deliberated upon and subject to action at the discretion of the Board.

# **ENCLOSURE 2**

**AGENDA ITEM 6.a**





LARSEN WURZEL  
& Associates, Inc.

2450 Venture Oaks Way, Suite 240 • Sacramento, CA 95833

www.larsenwurzel.com

June 1, 2023

Reclamation District 2084  
Mark Young, President  
PO. Box 698  
Rio Vista, CA 94571

**Subject: Reclamation District 2084 – District Administration and Staff Support Services for Fiscal Year 2023/2024 – Amendment No. 5 to Agreement for Consulting Services**

Dear Mr. Young:

Larsen Wurzel and Associates, Inc. (LWA) is pleased to submit this proposal to provide continued staff support to Reclamation District 2084 (RD 2084). The original contract between RD 2084 and LWA was executed on October 25<sup>th</sup>, 2019. Amendment No. 4 was executed on August 24<sup>th</sup>, 2022 to increase the contract value and extend support services through the 2022/2023 Fiscal Year.

LWA proposes to provide continued administration and financial administration services to RD 2084 through Fiscal Year 2023/2024. This proposal recommends extending the existing contract expiration to June 30, 2024 and an increase to the existing contract value from \$553,656 to \$612,864. Services will be charged on an actual time and materials basis up to the identified not-to-exceed amount. LWA will send requests for payment to RD 2084 on a monthly basis based upon the services delivered.

This budget increase is summarized in the following table. A detailed supplemental budget is attached to this letter as Enclosure 1 and a current rate sheet for LWA is attached as Enclosure 2.

<b>Task Summary</b>	<b>Current Budget</b>	<b>Amendment 5</b>	<b>Total</b>
Task 1 – Little Egbert Project Support	\$231,732	\$0	\$231,732
Task 2 – RD 2084 Administration	\$194,604	\$33,624	\$228,228
Task 3 – RD 2084 Financial Management	\$102,360	\$25,584	\$127,944
Task 4 – LEJPA Support	\$24,960	\$0	\$24,960
<b>TOTAL BUDGET ESTIMATE</b>	<b>\$553,656</b>	<b>\$59,208</b>	<b>\$612,864</b>

We appreciate the opportunity to continue to assist RD 2084 with its mission to be an active levee maintaining agency. If you agree with the enclosed proposed supplemental budget, please provide your

written authorization to proceed with this service as Amendment No. 5 to Agreement for Consulting Services. Please do not hesitate to contact me directly at (916) 600-9749 with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. Nagy' with a stylized flourish at the end.

Eric E. Nagy, PE  
Principal  
Larsen Wurzel & Associates, Inc.

***My signature below authorizes LWA to proceed with the work described in this letter.***

\_\_\_\_\_  
By: Mr. Mark Young  
President, Board of Trustees  
Reclamation District No. 2084

\_\_\_\_\_  
Date

**SUPPLEMENTAL BUDGET**

This supplemental budget outlines the estimated cost to provide continued services as described in Agreement for Consulting Services executed on October 25, 2019 for the duration of Fiscal Year 2023/2024. This proposed amendment would change the existing termination date of the Consulting Services to June 30, 2024.

LWA's proposed budget for the services outlined in this amendment are presented in the following table. LWA charges for its services on a direct cost of time and materials basis up to a mutually agreed upon budget amount. The current rate sheet is included as Enclosure 2.

<b>Project Delivery Support</b>	<b>Monthly Hours</b>	<b>Rate</b>	<b>Monthly Budget</b>	<b>Subtotal</b>	<b>Total</b>
<b>Task 2 – Reclamation District 2084 Administration</b>					
Principal	2	\$260	\$520	\$6,240	
Associate Project Manager	8	\$236	\$1,888	\$22,656	
Senior Analyst	2	\$172	\$344	\$4,128	
Expenses			\$50	\$600	
					<b>\$33,624</b>
<b>Task 3 – Reclamation District 2084 Financial Management</b>					
Principal	2	\$260	\$520	\$6,240	
Senior Analyst	8	\$172	\$1,376	\$16,512	
Associate Project Manager	1	\$236	\$236	\$2,832	
					<b>\$25,584</b>
<b>TOTAL</b>			<b>\$4,934</b>		<b>\$59,208</b>

**Larsen Wurzel & Associates, Inc.**  
**Hourly Rate Schedule**

<b>Staff Position</b>	<b>2023*</b>
Principal	\$260
Senior Consultant	\$271-319
Supervising Project Manager	\$260
Senior Project Manager	\$247
Associate Project Manager	\$236
Project Manager	\$225
Supervising Associate	\$239
Senior Associate II	\$228
Senior Associate I	\$217
Associate III	\$206
Associate II	\$195
Associate I	\$183
Senior Analyst	\$172
Analyst II	\$155
Analyst I	\$138
Supervising Engineer	\$240
Senior Engineer II	\$232
Senior Engineer I	\$225
Project Engineer	\$217
Associate Engineer	\$195
Assistant Engineer II	\$184
Assistant Engineer I	\$172
CAD Tech/GIS Specialist	\$150
Junior Engineer	\$140
Senior Project Coordinator	\$155
Project Coordinator	\$138
Project Assistant	\$132
Technical Editor	\$114
Clerical Staff	\$104
Intern	\$80

***\*Rates subject to adjustment on January 1st of each year.***

Automobile mileage is billed at the IRS federal reimbursement rate.

Professional services provided by others billed through LWA are billed at cost plus a service charge of 5%.

# **ENCLOSURE 3**

**AGENDA ITEM 6.b**



**To:** Reclamation District 2084 Board of Trustees  
**From:** Eric Nagy, General Manager  
**Subject:** RD 2084 – LEJPA FUNDING AGREEMENT

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**Objective:**

During the May Board Meeting, staff presented the Board of Directors (Board) with information pertaining to the RD 2084 – Little Egbert Joint Powers Agency (LEJPA) Funding Agreement. The Board directed staff to return with an amended funding agreement.

**Recommendation:**

District Staff recommends that the Board approve the amendment to the funding agreement, forgiving up to \$256,200 provided to LEJPA for covering expenses that do not qualify for reimbursement under the contracts of the State of California Natural Resource Agency (CNRA) or the State of California Department of Water Resources (DWR). Additionally, District staff proposes the creation of a new account specifically designated to track the funds necessary for cash flow activities reimbursed by DWR, aimed at supporting the preparation of an Environmental Impact Report for the Little Egbert Multi-Benefit Project (LEMBP).

**Background:**

Section 4.B of the funding agreement currently stipulates that any funds provided to LEJPA by RD 2084 should be repaid when and if LEJPA becomes capable of doing so. However, certain expenses incurred by LEJPA, such as costs related to the State Lobbying firm, are ineligible for reimbursement through state funding agreements. Given that LEJPA relies solely on state funding agreements and member agency contributions as its sources of funding, it will be unable to repay funds that do not qualify for state funding.

LEJPA has plans to engage in a contractual agreement with the California Department of Water Resources (DWR) to support environmental compliance efforts for the LEMBP. This contract will operate on a reimbursement basis, necessitating LEJPA to cover the costs upfront before receiving reimbursement from DWR. To facilitate this process and ensure effective tracking of loan amounts, RD 2084 will provide LEJPA with additional funding through a newly established account outlined in the funding agreement.

Failure to amend the language of the funding agreement would lead to LEJPA's independent auditor reflecting a negative equity outlook for LEJPA in the Agency's annual audit. This outcome could have significant long-term implications for LEJPA's ability to secure public funds to further its objectives and may cast a negative light on the agency's financial management. Additionally, LEJPA will be unable to cash flow work perform under the DWR contract due to insufficient funds.

**Attachments:**

**A. RD 2084 – LEJPA 2nd AMENDED AND RESTATED FUNDING AGREEMENT**

**2<sup>nd</sup> AMENDED AND RESTATED FUNDING AGREEMENT**

**BETWEEN RECLAMATION DISTRICT NO. 2084  
AND THE LITTLE EGBERT JOINT POWERS AGENCY  
TO ADVANCE THE LITTLE EGBERT RESTORATION PROJECT**

This 2<sup>nd</sup> Amended and Restated Funding Agreement (Agreement) is between Reclamation District No. 2084 (RD 2084) and the Little Egbert Joint Powers Agency (LEJPA) to provide funding for the advancement of the Little Egbert Multi-Benefit Project (LEMBP) and is made for convenience on this 1st day of June, 2023. RD 2084 and LEJPA are sometimes referred to herein as a Party and collectively as the Parties.

1. Recitals.

A. Whereas, RD 2084 currently maintains the restricted-height levee on the north and east sides of Little Egbert Tract (LET) and has provided assurances to the State government regarding this levee; and

B. Whereas, RD 2084 has taken a position to support the construction of a multi-benefit project in the LET called the LEMBP; and

C. Whereas, in order to advance the LEMBP, RD 2084 has partnered with Reclamation District No. 536 (RD 536) and has formed the Little Egbert Joint Powers Agency (LEJPA); and

D. Whereas, RD 2084 has in place a source from which it can obtain funds in order to advance the LEMBP and LEJPA does not currently have adequate sources to advance the LEMBP; and

E. Whereas, RD 2084 and LEJPA executed an Interim Seed Money Funding Agreement on March 4, 2021 that provided for a funding account that could be drawn upon by LEJPA to advance the LEMBP up to \$200,000 (hereinafter Account #1); and

F. Whereas, on June 17, 2021 that Interim Seed Money Funding Agreement was amended by the Parties via Amendment #1 to increase the funding available in Account #1 to \$700,000; and

G. Whereas, the Parties now desire to further amend the Interim Seed Money Agreement and to restate that Agreement (now referred to as the 2<sup>nd</sup> Amended and Restated Funding Agreement) for two purposes: First, to provide that of the \$700,000 available in Account #1, the Parties intend for \$256,200 to be treated as grant funding, for which the Parties do not intend LEJPA to have any obligation of repayment; and Second, to provide a second account in the amount of \$800,000 which is a loan from RD 2084 to LEJPA (Account #2)



which is providing necessary cash flow for LEJPA to advance the project until it receives reimbursement from the California Department of Water Resources (CA DWR).

Now, therefore, in consideration of the promises made herein, the Parties do hereby agree as follows:

2. Advancement of Little Egbert Restoration Project. In consideration of RD 2084 funding provided under Section 3 below, and subject to all requirements of State and Federal law, LEJPA will advance the LEMBP.

3. Funding and Payment of Invoices by RD 2084.

A. Covered Services: The Parties agree that the type of invoices to be paid shall include consulting, legal, insurance, web services, lobbying, outreach, the type of services that are within the scope of work of the contract between CA DWR and LEJPA to support environmental compliance for the LEMBP, and other services consistent with LEJPA's mission.

B. Account #1: RD 2084 agrees to pay all invoices presented to it by LEJPA in support of the LEMBP, up to a total of **\$700,000**, some of which has already been drawn against. LEJPA agrees to not submit invoices for payment if it has sufficient financial means from other sources or from non-dedicated reserves to pay those invoices. By letter exchange the Parties may modify this total to increase the funding to be provided by RD 2084.

C. Account #2: RD 2084 agrees to pay invoices presented to it, up to **\$800,000**, for work that LEJPA will do pursuant to a contract with the CA DWR to support environmental compliance of the LEMBP. By letter exchange the Parties may modify this total to increase the funding to be provided by RD 2084.

4. Security for and Repayment of the Funding.

A. Security: All funding or payment of invoices provided by RD 2084 to LEJPA under this Agreement shall be unsecured.

B. Repayment:

(1) For Account #1, of the \$700,000, the parties agree that \$256,200 be treated as grant funding, for which the Parties do not intend LEJPA to have any obligation of repayment. For the remainder, the Parties understand that payment of invoices by RD 2084 will be repaid to RD 2084 when and if LEJPA has the means to repay it. However, unless the outstanding balance of Account #1 is repaid by June 30, 2031, from any allowable grants, the

debt shall be deemed forgiven by RD 2084 on that date. The repayment date may be extended upon agreement of both Parties.

(2) For Account #2, the Parties understand that payment of invoices by RD 2084 will be repaid to RD 2084 when LEJPA has the means to repay it from funds expected from a funding agreement between LEJPA and CA DWR. However, unless the outstanding balance of Account #2 is repaid by June 30, 2031, from any allowable grants, the debt shall be deemed forgiven by RD 2084 on that date. The repayment date may be extended upon agreement of both Parties.

5. Additional Provisions.

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California, without regard to conflicts of laws principles. Any action to compel arbitration or to enforce an arbitrator's decision pursuant to Section 5.K. shall be brought in Solano County Superior Court.

B. Time is of the Essence. For purposes of this Agreement, time is of the essence.

C. Entire Agreement; Amendment. This Agreement constitutes the entire Agreement among the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings of the Parties regarding the subject matter hereof. This Agreement may not be amended except by the mutual written consent of all the Parties.

D. Waiver. Any provision of this Agreement may be waived at any time by the Party entitled to the benefit thereof, but only by a writing signed by such Party stating that it waives such provision. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver.

E. Severability. If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect provided that the severance of the invalid or unenforceable provisions does not result in a material failure of consideration under this Agreement to any party hereto.

F. Headings. The headings of this Agreement are included for convenience only and shall not affect the construction or interpretation of the Agreement.

G. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same instrument.

H. Authority. The undersigned certify that they are fully authorized by the Party or Parties whom they represent to enter into the terms and conditions of this Agreement and able to legally bind such Party or Parties hereto.

I. Interpretation. This Agreement shall be deemed to have been prepared equally by all the Parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for any one Party on the basis that another Party prepared it.

J. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (1) on the date delivered by hand; (2) the next business day following the date sent by overnight delivery service or sent by facsimile; or (3) on the third business day after mailing if deposited in the U.S. mail to the following addresses:

(1) Any notice to be given to RD 2084 should be addressed as follows (or to such other address as RD 2084 may specify from time to time):

Reclamation District No. 2084  
Attn: President  
P.O. Box 698  
Rio Vista, CA 94571  
Email: info@rd2084.org

(2) Any notice to be given to LEJPA should be addressed as follows (or to such other address as LEJPA may specify from time to time):

Little Egbert Joint Powers Agency  
2450 Venture Oaks Way, Suite 240  
Sacramento, CA 95833  
Email: rcharris2010@gmail.com

K. Arbitration. All disputes arising out of this Agreement shall be submitted to final and binding arbitration. A Party seeking to arbitrate a dispute arising out of this Agreement must notify the other Parties to the dispute in writing of its intent to arbitrate any claim for breach or enforcement of any provision of this Agreement within 1 year of discovery of the last event giving rise to the claim for breach or enforcement. Any such timely and properly noticed claim for breach or enforcement of any provision of this Agreement shall be submitted to binding arbitration through the American Arbitration Association in accordance with the National Rules for Commercial Disputes. Each Party that is a party to the dispute shall, before

arbitration commences, pay equal shares of the entire expected cost of the arbitration. At the conclusion of the arbitration, the arbitrator may award the prevailing Party some or all the arbitration costs, but no attorneys' fees incurred in connection with the arbitration, shall be awarded. The decision of the arbitrator shall be final and conclusive, and the Parties waive the right to a trial de novo or appeal excepting only for the purpose of enforcing the arbitrator's decision.

**IN WITNESS WHEREOF**, the Parties agree to the provisions set forth herein as evidenced by the signature of their authorized representatives below:

**Reclamation District No. 2084**

Mark Young

by: \_\_\_\_\_  
President, Board of Trustees

Approved as to Form:

By: \_\_\_\_\_  
Scott L. Shapiro  
General Counsel

**Little Egbert Joint Powers Agency**

Richard Harris

by: \_\_\_\_\_  
Chair, Board of Directors

Approved as to Form:

By: \_\_\_\_\_  
Scott L. Shapiro  
General Counsel

# **ENCLOSURE 4**

**AGENDA ITEM 6.c.1**

To be provided prior to or during the Board  
Meeting

# **ENCLOSURE 5**

**AGENDA ITEM 6.c.2**

To be provided prior to or during the Board  
Meeting



# **ENCLOSURE 6**

**AGENDA ITEM 7.a**

**MEMORANDUM**

June 1, 2023

**TO:** Reclamation District No. 2084

**FROM:** MBK Engineers

**SUBJECT: June Engineer's Report**

Trustees:

Described below are the items constituting the engineer's report to be discussed at your scheduled June 2023 meeting.

**Subventions Program 2022-23** – The DWR fiscal year ends June 30. All remaining maintenance work should be completed prior to this deadline for eligible status this year. We will work with staff on developing claim details later this summer. Our coordination with FEMA will be in parallel and we should have a good handle on what is ineligible prior to the November 1 deadline for final claim submittal.

**Subventions Program 2023-24** – We have mailed the CEQA NOE for the 2023-24 subventions program maintenance and repair work to Solano County. This is the last remaining year of guaranteed funding for the Subventions Program; District should fully utilize the \$20,000 per mile maintenance capacity to get the fullest value out of the program if maintenance and repair activities are required. We will continue to keep the District apprised of any opportunities to support advocacy actions to engage DWR and legislature on the importance of the program, likely through the CCVFCA.

**Gravel Roadway Project** – The District opened bids May 23 for the gravel roadway repair project. There were 3 contractors, Asta Construction was the low bidder. MBK has reviewed their bid submittal, and they are the apparent low bidder; all forms were submitted, with a bid bond and signed bid addendum. We are confident there will be no bid protect; their unit price for material in place was \$33.93 per ton, \$6 per ton lower than the second-place bidder. Barring any bid protects we recommend awarding a contract to Asta Construction. Depending on their timing to develop bonds, and schedule work, a notice to proceed could be provided by mid-June. See attached bid results; Asta was well below our engineers' estimate of \$62,250. There will be some haul road maintenance required where a few bare spots on the levee will likely rut and require some additional gravel, not more than 150 additional tons. There are provisions that regulate the use of AB for haul road maintenance.

**FEMA/OES Coordination** – MBK will be submitting the damage inventory to FEMA the week of May 22; denoting the various projects the District is seeking reimbursement for; primarily focused on emergency flood fight activities, emergency repairs, levee crown project above and emergency pumping costs. We will submit some pump repair costs but it's likely FEMA will consider those deferred maintenance items. With the contracting of the roadway work it's possible FEMA will not require a site review and authorize review of the projects without verification in the field.

### **Spring – Summer 2023 Activities**

- 1) Seepage monitoring: Continue to monitor seepage along Cache Slough periodically during normal tidal cycle. Seepage near Baldwin Property has been active recently; scheduling site review with Shannon Wilson (Tillis)
- 2) Erosion monitoring: As part of levee patrols, District should monitor levee for active movement, prepare cost estimate for Cache Slough Repair, given possible assistance for FEMA. Determining permitting pathway required by FEMA, or normal regulatory processes.
- 3) Animal control: monitor waterside slope and shoulder for sinkholes or signs of fresh beaver activity; monitor landside slope for burrowing rodents. New sinkhole downstream of erosion slough needs to be monitored and repaired when conditions improve after July High Tides.
- 4) Vegetation Control: After July 1 the District should actively spray, chop, clear and trim trees along the waterside and landside slope. Any new tree grown (less than 2" in diameter at DBH) should be removed completely.

**Runoff Forecast – No Runoff Concerns with Sac System** – Reservoirs continue to rise or stay at or near capacity along the Sacramento and American River watersheds. Cooler temperatures have controlled snowmelt into the reservoirs to date, but there will be a prolonged runoff season. There is no anticipated flooding, typically there are no major flooding concerns after April along the Sacramento River. Sacramento River at Fremont Weir is forecast to be 8-feet below crest elevation at the time of this meeting.

**Erosion Slip Repair considerations:** We have submitted this project as a permanent repair through FEMA for consideration, along with the emergency measure work already performed during the flood event. Depending on the FEMA approval/obligation the District can consider the next options for moving forward with permanent repairs. If a waterside repair is the primary element of the repair, compared to a minor setback and flattening of the waterside slope, MBK recommends a complete permit submittal package, which would also require a CVFPB maintenance notification of the proposed repair. We anticipate in-water work so there would be impacts and mitigation required even though this is a relatively short section of damaged levee. Alternatively, the District could continue to dress the upper slope with “launchable rock”, but this will not address the erosion below the water line.

**Seepage Investigation and Repair Considerations:** There are two primary areas of concern where seepage has been a recurring issue to monitor. Seepage north of the Baldwin Property and North of the main irrigation tide gate have been historic areas of concern. This is likely due to underseepage, and not direct base flow or through seepage. Further investigation nor analysis with Kevin Tillis can lead to repair options for District consideration. Given the existing geotechnical data collected there should be a more expedited review period; likely outcome would be a seepage berm design that could be constructed.

Thanks



Contract 2084-05-23-01  
**Reclamation District 2084 Little Egbert Tract**  
Gravel Roadway Repair Project  
**BID RESULTS**  
May 23, 2023, 2:00 pm

List of Bid Eligible Planholders:

1)	Asta Construction
2)	Robert Burns Construction
3)	Schaefer Engineering

**LOWEST BIDDER: Asta Construction**

List of Subcontractors:

1)	F.T.G. Construction Materials, Inc	Trucking	40%
2)	County Quarry Products, LLC	3/4" AB	18%

Summary of Bid Results:

1)	Asta Construction	\$	50,813.00
2)	Robert Burns Construction	\$	69,000.00
3)	Schaefer Engineering Inc	\$	82,775.00

**Contractor: Asta Construction**

Bid Item No.	Description of Item	Estimated Quantity	Unit	Unit Price (figures)	Total Price of Item
1	Mobilization/Demobilization	Lump Sum	LS	\$ 2,221.50	\$ 2,221.50
2	Site Preparation	Lump Sum	LS	\$ 6,179.00	\$ 6,179.00
3	Import/Place 3/4" Class II Aggregate Base	1,250	TN	\$ 33.93	\$ 42,412.50
<b>TOTAL AMOUNT OF BID FOR SCHEDULE #1 (SUM OF ALL BID ITEMS 1-3):</b>					<b>\$ 50,813.00</b>

**Contractor: Robert Burns Construction**

Bid Item No.	Description of Item	Estimated Quantity	Unit	Unit Price (figures)	Total Price of Item
1	Mobilization/Demobilization	Lump Sum	LS	\$ 7,000.00	\$ 7,000.00
2	Site Preparation	Lump Sum	LS	\$ 12,000.00	\$ 12,000.00
3	Import/Place 3/4" Class II Aggregate Base	1,250	TN	\$ 40.00	\$ 50,000.00
<b>TOTAL AMOUNT OF BID FOR SCHEDULE #1 (SUM OF ALL BID ITEMS 1-3):</b>					<b>\$ 69,000.00</b>

**Contractor: Schaefer Engineering Inc**

Bid Item No.	Description of Item	Estimated Quantity	Unit	Unit Price (figures)	Total Price of Item
1	Mobilization/Demobilization	Lump Sum	LS	\$ 10,000.00	\$ 10,000.00
2	Site Preparation	Lump Sum	LS	\$ 8,400.00	\$ 8,400.00
3	Import/Place 3/4" Class II Aggregate Base	1,250	TN	\$ 51.50	\$ 64,375.00
<b>TOTAL AMOUNT OF BID FOR SCHEDULE #1 (SUM OF ALL BID ITEMS 1-3):</b>					<b>\$ 82,775.00</b>

# **ENCLOSURE 7**

**AGENDA ITEM 8.a**



## FINANCIAL MANAGER'S REPORT

### Reclamation District 2084 Board of Directors

As of May 31<sup>st</sup> 2023

<b>Paid Invoices</b>	<b>Invoices Pending</b>	<b>Total Invoiced</b>
\$203,969.08	\$28,190.48	\$232,159.56

<b>Current Budget</b>	<b>Less Invoice total</b>	<b>Budget Balance</b>
\$499,334.00	\$232,159.56	\$267,174.44

<b>Revenue Balance</b>	<b>Less Invoice total</b>	<b>Project Balance</b>
\$268,472.35	\$232,159.56	\$36,312.79

#### Action Item

Informational Only.

Revenue	Vendor	Invoice #	Date	Amount
---------	--------	-----------	------	--------

Expenses	Vendor	Invoice #	Date	Amount
1	MBK Engineers	10595	4/19/2023	\$ 714.50
2	Miller Ag	042423	4/24/2023	\$ 7,500.00
3	Miller Ag	832	5/3/2023	\$ 11,300.00
4	CCVFCA	4023	5/8/2023	\$ 65.00
5	PG&E	05082023	5/8/2023	\$ 3,232.98
6	Boardmember Harris	013-22023	5/19/2023	\$ 4,500.00
7	Boardmember Harris	3.23-4.25 2023	5/19/2023	\$ 878.00

#### Fiscal Impact

District Invoices # 1-7 were reviewed and found to be consistent with the contract and within budget. The total invoiced amount approved in May is **\$28,190.48**

# RECLAMATION DISTRICT 2084

Fiscal Year (FY) 2022-2023 (July 1st - June 30th)

## REVENUES (Funds 100 and 200)

	Initial Budget	Revenues YTD	Current Receipts	Total Revenues
100100 Balance in Account (Carryover from 21/22) <sup>[4]</sup>		\$ 108,472.35		
100101A Assessment to Landowner	\$ 659,334.00	\$ 160,000.00	\$ -	\$ 268,472.35
100102 Five-Year Plan Funding	\$ -	\$ -	\$ -	\$ -
100103 Levee Subventions Program <sup>[1]</sup>	\$ 80,000.00	\$ -	\$ -	\$ -
<b>TOTAL REVENUES (Funds 100 and 200)</b>	<b>\$ 499,334.00</b>	<b>\$ 268,472.35</b>	<b>\$ -</b>	<b>\$ 268,472.35</b>

## GO&A EXPENSES (Fund 100)

### Personnel:

	Initial Budget	Prior Expenses	Current Expenses	Total Expenses
100201 President/Trustees/Officers	\$ -	\$ -	\$ -	\$ -
100202 Support Staff	\$ -	\$ -	\$ -	\$ -
100203 LEJPA Special Representative	\$ 18,000.00	\$ 12,000.00	\$ 4,500.00	\$ 16,500.00
100204 Board Member Compensation <sup>[3]</sup>	\$ 9,000.00	\$ 5,314.53	\$ 878.00	\$ 6,192.53
<b>Subtotal Personnel</b>	<b>\$ 27,000.00</b>	<b>\$ 17,314.53</b>	<b>\$ 5,378.00</b>	<b>\$ 22,692.53</b>

### Administrative Contract Services:

100301 Administrative Support	\$ 75,000.00	\$ 57,156.93	\$ -	\$ 57,156.93
100302 Legal Support	\$ 8,000.00	\$ 3,615.98	\$ -	\$ 3,615.98
100303a Engineering Support	\$ 25,000.00	\$ -	\$ -	\$ -
100303b Engineering Support - Subventions <sup>[2]</sup>	\$ 37,500.00	\$ 9,797.00	\$ -	\$ 9,797.00
100304 Accounting	\$ 7,200.00	\$ 7,200.00	\$ -	\$ 7,200.00
100308 Five Year Plan Development	\$ 15,000.00	\$ 5,239.00	\$ 714.50	\$ 5,953.50
<b>Subtotal Administrative Contract Services</b>	<b>\$ 167,700.00</b>	<b>\$ 83,008.91</b>	<b>\$ 714.50</b>	<b>\$ 83,723.41</b>

### Services and Supplies (Excluding Consultant Expenses):

100502 PO Box Renewal	\$ 210.00	\$ 224.00	\$ -	\$ 224.00
100505 Website & Hosting	\$ 360.00	\$ 801.88	\$ -	\$ 801.88
100508a FMA - Dues	\$ 90.00	\$ -	\$ -	\$ -
100508b ASFPM - Dues	\$ 160.00	\$ -	\$ -	\$ -
100508c CCVFC - Dues	\$ 1,250.00	\$ 1,215.00	\$ 65.00	\$ 1,280.00
100510 Liability Insurance	\$ 7,000.00	\$ -	\$ -	\$ -
100512 Bank Service Charges	\$ -	\$ 1.25	\$ -	\$ 1.25
100513 CA SWRCB Annual Fee	\$ 277.00	\$ 365.00	\$ -	\$ 365.00
<b>Subtotal Services / Supplies</b>	<b>\$ 9,347.00</b>	<b>\$ 2,607.13</b>	<b>\$ 65.00</b>	<b>\$ 2,672.13</b>

## TOTAL GO&A EXPENSES (Fund 100):

## O&M EXPENSES (Fund 200):

200200 Levee Slope/Bench Mowing <sup>[2]</sup>	\$ 12,888.00	\$ -	\$ -	\$ -
200201 Rodent Control <sup>[2]</sup>	\$ 10,000.00	\$ -	\$ -	\$ -
200202 Levee Top & Access Road Maintenance <sup>[2]</sup>	\$ 50,000.00	\$ -	\$ -	\$ -
200203 Drainage Channel Clearing	\$ 15,000.00	\$ -	\$ -	\$ -
200204 Pump Station O&M	\$ 20,000.00	\$ 1,198.26	\$ -	\$ 1,198.26
200205 Electrical Power	\$ 70,000.00	\$ 28,866.75	\$ 3,232.98	\$ 32,099.73
200206 Misc. Supplies (pump oil, etc.)	\$ 1,000.00	\$ -	\$ -	\$ -
200207 General Maintenance <sup>[2]</sup>	\$ 20,000.00	\$ -	\$ -	\$ -
200208 Misc. O&M	\$ -	\$ -	\$ -	\$ -
200209 Brush Removal/Herbicide <sup>[2]</sup>	\$ 38,000.00	\$ 8,650.00	\$ 18,800.00	\$ 27,450.00
200210 Emergency Monitoring/Gaging and Response <sup>[2]</sup>	\$ 20,000.00	\$ -	\$ -	\$ -
200211 CDFW Routine Maintenance Agreement Permit	\$ 3,886.00	\$ -	\$ -	\$ -
200212 Waterside Slope Maintenance <sup>[2]</sup>	\$ 50,000.00	\$ 21,735.04	\$ -	\$ 21,735.04
<b>TOTAL O&amp;M EXPENSES (Fund 200):</b>	<b>\$ 310,774.00</b>	<b>\$ 60,450.05</b>	<b>\$ 22,032.98</b>	<b>\$ 82,483.03</b>

## EMERGENCY RESPONSE EXPENSES (Fund 400):

400204 Pump Station O&M	\$ -	\$ 5,690.00	\$ -	\$ 5,690.00
400205 Electrical Power	\$ -	\$ 32,435.46	\$ -	\$ 32,435.46
400206 Misc. Supplies (pump oil, etc.)	\$ -	\$ -	\$ -	\$ -
400207 General Maintenance	\$ -	\$ -	\$ -	\$ -
400210 Emergency Monitoring/Gaging and Response	\$ -	\$ 2,463.00	\$ -	\$ 2,463.00
<b>TOTAL EMERGENCY RESPONSE EXPENSES (Funds 400):</b>	<b>\$ -</b>	<b>\$ 40,588.46</b>	<b>\$ -</b>	<b>\$ 40,588.46</b>

## TOTAL AGENCY EXPENSES (Funds 100 200 and 400):

	\$ 514,821.00	\$ 203,969.08	\$ 28,190.48	\$ 232,159.56
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Total Expenses YTD	Revenue less Expenses	Budget less Expenses
\$ 232,159.56	\$ 36,312.79	\$ 267,174.44

## LEJPA

	Revenues Received	Budget Remaining
100101B Landowner Contributions (Revenue)	\$ 240,000.00	\$ -
100311 Member Agency Assessment (LEJPA)	\$ 240,000.00	\$ -

[1] RD 2084 will be eligible for subvention funding for FY 22-23 expenses. State Reimbursements are assumed to occur in June of the following fiscal year.

[2] Expenses assumed eligible for State Subventions funding. Based on conversation with MBK.

[3] Includes expense reimbursements for RD2084 and LEJPA activities.

[4] Account includes carryover general funds and Subvention reimbursement from 20/21 costs.

[5] 400000 Series expenses anticipated to be 100% reimbursable by FEMA under DR-4683

# Invoice 1



WALTER BOUREZ, III, P.E.  
DON TRIEU, P.E.  
DARREN CORDOVA, P.E.  
NATHAN HERSHEY, P.E., P.L.S.  
LEE G. BERGFELD, P.E.  
BEN TUSTISON, P.E.  
THOMAS ENGLER, P.E., CFM  
MICHAEL MONCRIEF, P.E.  
NICOLE ORTEGA-JEWELL, PMP  
KYLE KNUTSON, P.E.  
ANNE WILLIAMS, P.E.



FOUNDERS:  
ANGUS NORMAN MURRAY  
1913-1985  
JOSEPH I. BURNS  
1926-2021  
DONALD E. KIENLEN.  
1930-2023

Reclamation District No. 2084  
P.O. Box 698  
Rio Vista, CA 94571

Invoice number 10595  
Date 04/19/2023

Project **4575 Reclamation District No. 2084**

For Professional Services Thru 03/31/2023

---

**Invoice Summary**

Description	Current Billed
<b>4575-20 Preparation of Five-Year Plan</b>	714.50
Total	714.50

---

**4575-20 Preparation of Five-Year Plan**

Professional Services

	Date	Hours	Rate	Billed Amount
<b>Michael Moncrief</b>				
<b>Principal Engineer</b>				
	03/06/2023	0.50	275.00	137.50
<i>Complete Five-Year Plan coordination with District</i>				
	Subtotal	0.50		137.50
<b>Nichole Leonard</b>				
<b>Water Resources Associate</b>				
	03/14/2023	1.50	118.00	177.00
<i>Review response to comments and Five-Year plan; Coordination with DWR re revised plan</i>				
	03/15/2023	0.50	118.00	59.00
<i>Prepare Final Plan</i>				
	03/16/2023	1.00	118.00	118.00
<i>Coordination with DWR re Plan</i>				
	Subtotal	3.00		354.00
<b>Tina Anderson</b>				
<b>Senior Project Manager</b>				
	03/16/2023	0.50	223.00	111.50
<i>Coordination re Five-Year Plan</i>				
	03/17/2023	0.50	223.00	111.50
<i>Five-Year Plan coordination</i>				
	Subtotal	1.00		223.00
	Phase subtotal			714.50
Invoice total				<b>714.50</b>

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
10424	03/29/2023	609.25	609.25				
10595	04/19/2023	714.50	714.50				
	Total	1,323.75	1,323.75	0.00	0.00	0.00	0.00

# Invoice 2



## Miller Ag

2064 Beckett Dr  
El Dorado Hills CA 95762  
916-296-2811

## Bid Sheet

### Customer

Name Westervelt Egbert RD 2084  
Address 600 N Market  
City Sacramento State CA ZIP 95834  
Phone \_\_\_\_\_

4/24/2023 \_\_\_\_\_

Rep Beau Miller

Qty	Description	Unit Price	TOTAL
1	Egbert Tract Rec Dist 2084 Post cleanup job  Levee work Prevailing wage Craft: Operating engineer Area 1 Group 1 40 hours Chemical cost post  This work will include all the grasses left for grazing on the main slope.	\$75.00	\$3,000.00 \$4,500.00
SubTotal			\$7,500.00
Shipping & Handling			
Taxes			
TOTAL			\$7,500.00

### Payment Details

- ☒ Bid Estimate  
☐ Due on receipt  
☐ 531 Miller Mgt 0

Office Use Only

Miller Ag 2064 Beckett Dr El Dorado Hills CA 95762  
All invoices not paid within 30 days are subject to finance charge of 1.5%  
per month (18% APR)

The Best People. The Best Products. The Best Service

PERSONAL AND CONFIDENTIAL

# Invoice 3



## Miller Ag

P. O. Box 11703  
Zephyr Cove NV 89448  
916-296-2811

Invoice No.

832

## INVOICE

### Customer

Name Recomation District 2084 Attn: Mark Young  
Address 600 North Market Blvd #3  
City Sacramento State CA ZIP 95834  
Phone \_\_\_\_\_

Date 5/3/2023  
Order No. \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
	Egbert Tract Rec Dist 2084		
1	Levee Pre-emergent prevailing wage work Craft: operating engineer Area 1 Group 1 80 hours	\$75.00	\$6,000.00
1	Chemical cost		\$4,500.00
1	Equipment mobility charge		\$800.00
12 gal	roundup		
5 gal	Milestone		
2 gal	Esplanade		
2 gal	Liberate		
40 gal	Cheeta Pro		
SubTotal			\$11,300.00
Shipping & Handling			
Taxes			
TOTAL			\$11,300.00

### Payment Details

- ☐ \_\_\_\_\_  
☐ Credit to Branch  
☒ 531 Miller Mgt 0

Office Use Only

Miller Ag P. O. Box 11703 Zephyr Cove NV 89448 All invoices  
not paid within 30 days are subject to finance charge of 1.5% per month  
(18% APR)

The Best People. The Best Products. The Best Service

# Invoice 4



3050 Beacon Blvd., Suite 203  
West Sacramento, CA 95691  
(916) 446-0197

Reclamation District # 2084  
PO Box 698  
Rio Vista, CA 94571

Date 5/8/2023

Invoice No. **4023**

Description	Amount
Flood Forum Registration - Richard Harris	65.00
Payment Due Upon Receipt	
Balance Due	<b>\$65.00</b>

Please make checks payable to:

**California Central Valley Flood Control Association**



# Invoice 5



# ENERGY STATEMENT

[www.pge.com/MyEnergy](http://www.pge.com/MyEnergy)

Account No: 1966226048-8  
Statement Date: 05/08/2023  
Due Date: 05/25/2023

## Service For:

RECLAMATION DISTRICT 2084  
Please see details page.

## Questions about your bill?

Agricultural Specialist available:  
Mon-Fri: 7am to 6pm  
1-877-311-3276  
[www.pge.com/MyEnergy](http://www.pge.com/MyEnergy)

## Ways To Pay

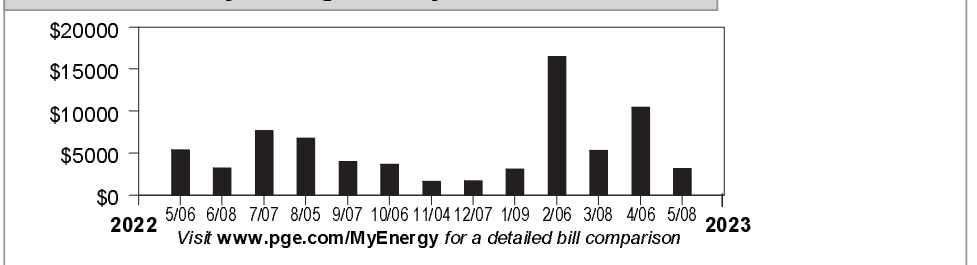
[www.pge.com/waystopay](http://www.pge.com/waystopay)

## Your Account Summary

Amount Due on Previous Statement	\$10,524.60
Payment(s) Received Since Last Statement	-10,524.60
Previous Unpaid Balance	\$0.00
Current PG&E Electric Delivery Charges	\$2,057.31
MCE Electric Generation Charges	1,175.67

**Total Amount Due by 05/25/2023** **\$3,232.98**

## Electric Monthly Billing History



## Important Messages

Your charges on this page are separated into delivery charges from PG&E and generation or procurement charges from an energy provider other than PG&E. These two charges are for different services and are not duplicate charges.

Please be advised that as of March 15, 2023, PG&E's local offices have permanently closed. To make an in-person payment, please utilize one of our authorized neighborhood payment centers. Please bring a copy of your bill. To find a location near you, visit [www.pge.com](http://www.pge.com) or call 1-800-743-5000.

Please return this portion with your payment. No staples or paper clips. Do not fold. Thank you.

99901966226048800003232980000323298



Account Number: Due Date:  
**1966226048-8 05/25/2023**

Total Amount Due:  
**\$3,232.98**

Amount Enclosed:

\$

RECLAMATION DISTRICT 2084  
2450 VENTURE OAKS WAY STE 240  
LARSEN WURZEL & ASSOCIATES  
SACRAMENTO, CA 95833-4225

PG&E  
BOX 997300  
SACRAMENTO, CA 95899-7300



# ENERGY STATEMENT

www.pge.com/MyEnergy

Account No: 1966226048-8  
Statement Date: 05/08/2023  
Due Date: 05/25/2023

## Important Phone Numbers - Monday-Friday 7 a.m.-7 p.m., Saturday 8 a.m.-5 p.m.

### Customer Service (All Languages; Relay Calls Accepted) 1-800-743-5000 TTY 7-1-1

Servicio al Cliente en Español (Spanish) 1-800-660-6789  
華語客戶服務 (Chinese) 1-800-893-9555

Dịch vụ khách tiếng Việt (Vietnamese) 1-800-298-8438  
Business Customer Service 1-800-468-4743

#### Rules and rates

You may be eligible for a lower rate. Find out about optional rates or view a complete list of rules and rates, visit [www.pge.com](http://www.pge.com) or call 1-800-743-5000.

If you believe there is an error on your bill, please call **1-800-743-5000** to speak with a representative. If you are not satisfied with our response, contact the California Public Utilities Commission (CPUC), Consumer Affairs Branch (CAB), 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102, 1-800-649-7570 or 7-1-1 (8:30 AM to 4:30 PM, Monday through Friday) or by visiting [www.cpuc.ca.gov/complaints/](http://www.cpuc.ca.gov/complaints/).

To avoid having service turned off while you wait for the outcome of a complaint to the CPUC specifically regarding the accuracy of your bill, please contact CAB for assistance. If your case meets the eligibility criteria, CAB will provide you with instructions on how to mail a check or money order to be impounded pending resolution of your case. You must continue to pay your current charges while your complaint is under review to keep your service turned on.

If you are not able to pay your bill, call PG&E to discuss how we can help. You may qualify for reduced rates under PG&E's CARE program or other special programs and agencies may be available to assist you. You may qualify for PG&E's Energy Savings Assistance Program which is an energy efficiency program for income-qualified residential customers.

#### Important definitions

**Rotating outage blocks** are subject to change without advance notice due to operational conditions.

**Demand charge:** Many non-residential rates include a demand charge. Demand is a measurement of the highest usage of electricity in any single fifteen (or sometimes five) minute period during a monthly billing cycle. Demand is measured in kilowatts (or kW). High demand is usually associated with equipment start-up. By spreading equipment start-ups over a longer period of time, you may be able to lower demand and reduce your demand charges.

**Time-of-use electric** prices are higher every day during afternoons and evenings, and lower at other times of the day. Prices also change by season, with higher prices in the summer and lower prices in the winter.

**Wildfire Fund Charge:** Charge on behalf of the State of California Department of Water Resources (DWR) to fund the California Wildfire Fund. For usage prior to October 1, 2020, this charge included costs related to the 2001 California energy crisis, also collected on behalf of the DWR. These charges belong to DWR, not PG&E.

**Power Charge Indifference Adjustment (PCIA):** The PCIA is a charge to ensure that both PG&E customers and those who have left PG&E service to purchase electricity from other providers pay for the above market costs for electric generation resources that were procured by PG&E on their behalf. 'Above market' refers to the difference between what the utility pays for electric generation and current market prices for the sale of those resources. Visit [www.pge.com/cca](http://www.pge.com/cca).

**Wildfire Hardening Charge:** PG&E has been permitted to issue bonds that enable it to recover more quickly certain costs related to preventing and mitigating catastrophic wildfires, while reducing the total cost to its customers. Your bill for electric service includes a fixed recovery charge called the Wildfire Hardening Charge that has been approved by the CPUC to repay those bonds. The right to recover the Wildfire Hardening Charge has been transferred to a separate entity (called the Special Purpose Entity) that issued the bonds and does not belong to PG&E. PG&E is collecting the Wildfire Hardening Charge on behalf of the Special Purpose Entity. For details visit: [www.pge.com/tariffs/assets/pdf/tariffbook/ELEC\\_PRELIM\\_JF.pdf](http://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_PRELIM_JF.pdf).

**Recovery Bond Charge/Credit:** Your bill for electric service includes a charge that has been approved by the CPUC to repay bonds issued for certain costs related to catastrophic wildfires. The Recovery Bond Charge (RBC) rate is currently \$0.00798 per kWh. PG&E has also contributed certain amounts to a trust fund which is used to provide a customer credit equal to \$0.00798 per kWh (Recovery Bond Credit). The right to recover the RBC has been transferred to one or more Special Purpose Entities that issued the bonds and does not belong to PG&E. PG&E is collecting that portion of the RBC on behalf of the Special Purpose Entities.

**Gas Public Purpose Program (PPP) Surcharge.** Used to fund state-mandated gas assistance programs for low-income customers, energy efficiency programs, and public-interest research and development.

Visit [www.pge.com/billexplanation](http://www.pge.com/billexplanation) for more definitions. To view most recent bill inserts including legal or mandated notices, visit [www.pge.com/billinserts](http://www.pge.com/billinserts).

**See the table reflecting "Your Electric Charges Breakdown" on the last page**

"PG&E" refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation. © 2023 Pacific Gas and Electric Company. All rights reserved.

Please do not mark in box. For system use only.

#### Update My Information (English Only)

Please allow 1-2 billing cycles for changes to take effect

**Account Number: 1966226048-8**

Change my mailing address to: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP code \_\_\_\_\_

Primary Phone \_\_\_\_\_ Primary Email \_\_\_\_\_

#### Ways To Pay

- **Online via web or mobile at [www.pge.com/waystopay](http://www.pge.com/waystopay)**
- **By mail:** Send your payment along with this payment stub in the envelope provided.
- **By debit card, Visa, MasterCard, American Express, or Discover:** Call 877-704-8470 at any time. (Our independent service provider charges a fee per transaction.)
- **At a PG&E payment center or local office:** To find a payment center or local office near you, please visit [www.pge.com](http://www.pge.com) or call 800-743-5000. Please bring a copy of your bill with you.



# ENERGY STATEMENT

[www.pge.com/MyEnergy](http://www.pge.com/MyEnergy)

Account No: 1966226048-8  
Statement Date: 05/08/2023  
Due Date: 05/25/2023

## Summary of your energy related services

	Meter Number	Usage	Amount
Service For: <b>RIO VISTA .2 MI N/R YER</b>			
Service Agreement ID: 1969871128			
PG&E Electric Delivery Charges	1009485877	7,789.280000 kWh	\$1,384.96
Service Agreement ID: 1962948866			
MCE Electric Generation Charges		7,789.300000 kWh	\$756.81
<b>Total</b>			<b>\$2,141.77</b>
Service For: <b>NWILLOW RANCH</b>			
Service Agreement ID: 1960301236			
PG&E Electric Delivery Charges	1008837252	3,314.428000 kWh	\$672.35
Service Agreement ID: 1962038152			
MCE Electric Generation Charges		3,314.400000 kWh	\$418.86
<b>Total</b>			<b>\$1,091.21</b>



# ENERGY STATEMENT

[www.pge.com/MyEnergy](http://www.pge.com/MyEnergy)

Account No: 1966226048-8  
Statement Date: 05/08/2023  
Due Date: 05/25/2023

## Details of PG&E Electric Delivery Charges

03/31/2023 - 05/01/2023 (32 billing days)

Service For: RIO VISTA .2 MI N/RYER  
Service Agreement ID: 1969871128  
Rate Schedule: AGC Ag35+ kW High Use

### 03/31/2023 – 05/01/2023

Customer Charge	32 days @ \$1.43343	\$45.87
Demand Charge <sup>1</sup>		
Max Demand	48.640000 kW @ \$14.62000	711.12
Energy Charges		
Peak	928.320000 kWh @ \$0.20295	188.40
Off Peak	6,860.960000 kWh @ \$0.17726	1,216.17
Generation Credit		-785.87
Power Charge Indifference Adjustment		1.48
Franchise Fee Surcharge		7.79

**Total PG&E Electric Delivery Charges \$1,384.96**

<sup>1</sup> Demand charges are prorated for the number of days in each rate period

2019 Vintaged Power Charge Indifference Adjustment

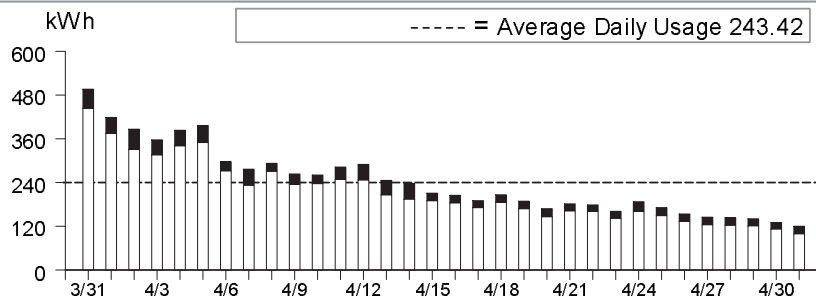
### Average Daily Usage (kWh / day)

Last Year	Last Period	Current Period
458.89	1,170.98	243.42

## Service Information

Meter #	1009485877
Total Usage	7,789.280000 kWh
Serial	H
Rotating Outage Block	50

## Electric Usage This Period: 7,789.280000 kWh, 32 billing days



	Usage	Energy Charges
■ Peak <sup>1</sup>	11.91%	\$188.40
□ Off Peak <sup>2</sup>	88.09%	\$1,216.17

<sup>1</sup>Peak: Year-round, Daily, 5:00pm-8:00pm;

<sup>2</sup>Off Peak: All Other Hours



# ENERGY STATEMENT

[www.pge.com/MyEnergy](http://www.pge.com/MyEnergy)

Account No: 1966226048-8  
Statement Date: 05/08/2023  
Due Date: 05/25/2023

## Details of MCE Electric Generation Charges

03/31/2023 - 05/01/2023 (32 billing days)

Service For: RIO VISTA .2 MI N/R/YER

Service Agreement ID: 1962948866 ESP Customer Number: 1969871128

03/31/2023 – 05/01/2023

### Rate Schedule: AGC

Off Peak Winter	6,860.960000 kWh @ \$0.09400	\$644.93
Peak Winter	928.320000 kWh @ \$0.11800	109.54

Net Charges 754.47

Energy Commission Tax	2.34
-----------------------	------

**Total MCE Electric Generation  
Charges**

**\$756.81**

For questions regarding charges on this page, please contact:

MCE

1-888-632-3674

[info@mcecleanenergy.org](mailto:info@mcecleanenergy.org)

### Additional Messages

MCE is a not-for-profit, public agency that sources 60-100% renewable energy for your electricity supply.

MCE's generation charges replace what PG&E would otherwise charge you for electric generation. These charges are refunded to you in the 'Generation Credit' line on the 'Details of PG&E Electric Delivery Charges' page of your statement. PG&E continues to provide electric delivery and billing services. Gas services are not provided by MCE.

If you have any questions about MCE, please visit us online at [www.mceCleanEnergy.org](http://www.mceCleanEnergy.org), or visit our local offices at:

MCE

1125 Tamalpais Avenue

San Rafael, CA 94901

or

MCE

2300 Clayton Road, Suite 1150

Concord, CA 94520

We're happy to help!

MCE is committed to protecting our customer privacy. Learn more about our privacy policy at [mceCleanEnergy.org/privacy](http://mceCleanEnergy.org/privacy).



# ENERGY STATEMENT

[www.pge.com/MyEnergy](http://www.pge.com/MyEnergy)

Account No: 1966226048-8  
Statement Date: 05/08/2023  
Due Date: 05/25/2023

## Details of PG&E Electric Delivery Charges

03/31/2023 - 05/01/2023 (32 billing days)

Service For: NWILLOW RANCH  
Service Agreement ID: 1960301236  
Rate Schedule: AGB Ag35+ kW Med Use

### 03/31/2023 – 05/01/2023

Customer Charge	32 days @ \$0.91565	\$29.30
Demand Charge <sup>1</sup>		
Max Demand	18.052000 kW @ \$8.16000	147.30
Energy Charges		
Peak	407.718270 kWh @ \$0.30598	124.75
Off Peak	2,906.709730 kWh @ \$0.27672	804.34
Generation Credit		-437.28
Power Charge Indifference Adjustment		0.63
Franchise Fee Surcharge		3.31

**Total PG&E Electric Delivery Charges \$672.35**

<sup>1</sup> Demand charges are prorated for the number of days in each rate period

2019 Vintaged Power Charge Indifference Adjustment

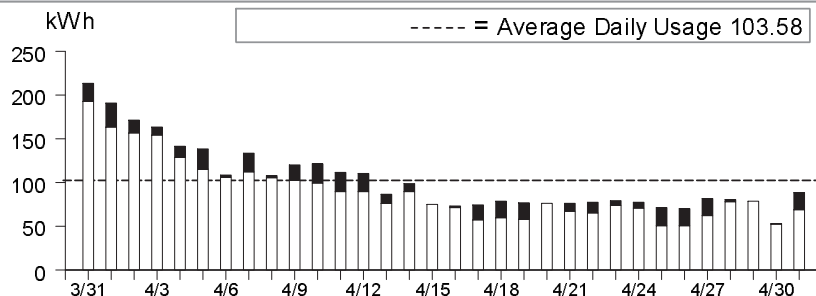
### Average Daily Usage (kWh / day)

Last Year	Last Period	Current Period
243.12	322.74	103.58

## Service Information

Meter #	1008837252
Total Usage	3,314.428000 kWh
Serial	R
Rotating Outage Block	50

## Electric Usage This Period: 3,314.428000 kWh, 32 billing days



	Usage	Energy Charges
■ Peak <sup>1</sup>	12.30%	\$124.75
□ Off Peak <sup>2</sup>	87.70%	\$804.34

<sup>1</sup>Peak: Year-round, Daily, 5:00pm-8:00pm;

<sup>2</sup>Off Peak: All Other Hours



# ENERGY STATEMENT

[www.pge.com/MyEnergy](http://www.pge.com/MyEnergy)

Account No: 1966226048-8  
Statement Date: 05/08/2023  
Due Date: 05/25/2023

## Details of MCE Electric Generation Charges

03/31/2023 - 05/01/2023 (32 billing days)

Service For: NWILLOW RANCH

Service Agreement ID: 1962038152 ESP Customer Number: 1960301236

03/31/2023 – 05/01/2023

### Rate Schedule: AGB

Off Peak Winter	2,906.709700 kWh @ \$0.12300	\$357.53
Peak Winter	407.718300 kWh @ \$0.14800	60.34
	Net Charges 417.87	

Energy Commission Tax	0.99
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**Total MCE Electric Generation  
Charges**

**\$418.86**

For questions regarding charges on this page, please contact:

MCE  
1-888-632-3674  
[info@mcecleanenergy.org](mailto:info@mcecleanenergy.org)

### Additional Messages

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# ENERGY STATEMENT

[www.pge.com/MyEnergy](http://www.pge.com/MyEnergy)

Account No: 1966226048-8  
Statement Date: 05/08/2023  
Due Date: 05/25/2023

## Your Electric Charges Breakdown (from page 2)

Transmission	\$397.30
Distribution	1,298.85
Electric Public Purpose Programs	253.25
Nuclear Decommissioning	14.98
Wildfire Fund Charge	58.85
Recovery Bond Charge	88.61
Recovery Bond Credit	-88.61
Wildfire Hardening Charge	25.76
Competition Transition Charges (CTC)	2.99
Energy Cost Recovery Amount	-7.88
PCIA	2.11
Taxes and Other	11.10
<b>Total Electric Charges</b>	<b>\$2,057.31</b>

# Invoice 6

**DATE:** May 19, 2023  
**Invoice #:** 013-22023

Bill To:

**Reclamation District No. 2084**

PO Box 698  
Rio Vista, CA 94571  
Email: info@RD2084.org

DESCRIPTION	AMOUNT
Trustee Harris - LEJPA Member Agency Representative stipend for <b>March, April, May 2023</b>	4,500.00
<b>TOTAL</b>	<b>\$ 4,500.00</b>

I concur with the above agency assessment and by signing I certify eligibility for this payment commensurate with the revised Compensation Policy enacted March 3, 2022.

Signed:

DocuSigned by:



Richard Harris  
Trustee, RD 2084

5/19/2023

Date Signed

Approved By:

DocuSigned by:



Mark Young  
President, RD 2084

5/19/2023

Date Approved

# Invoice 7

**Trustee Compensation Request Form**

Trustee Name: Richard Harris


Date of Event	Event Description (include whom you met with, duration of event, round trip miles driven, and location of event)	Tele conf. (Y/N)	Meeting Compensation	Expenses (itemized)		Total event compensation
				Description	Amount (\$)	
3/23/23	LEJPA agenda setting meeting	Y	\$150			\$150
4/3/23	LEJPA Board meeting	N	\$150	Mileage 13 miles RT \$8.51 @ .655 per mile		\$159
4/4/23	Central Valley Flood Control Assn Issue Forum	N	\$250	Mileage 16 miles RT \$10.48 @ .655 per mile		\$260
4/12/23	RD 2084 Board meeting	N	\$150	16 m RT \$8.51		\$159
4/25/23	LEJPA agenda setting meeting	Y	\$150			\$150
<b>Total:</b>						<b>\$878</b>

DocuSigned by:  
Trustee Signature: Richard Harris  
Date: 5/19/2023

DocuSigned by:  
Approved by: Mark 4 J...  
Approval Date: 5/19/2023

The entries below reclassify previously paid expenses to emergency accounts in anticipation of FEMA reimbursement:

Type	Date	Num	Name	Account	Debit	Credit
Bill	02/06/2023	02062023	PG&E	200205 · Electrical Power		10,524.60
Bill	02/06/2023	02062023	PG&E	400205 · Electrical Power - ER	10,524.60	



# **ENCLOSURE 8**

## **AGENDA ITEM 8.b**

DRAFT BUDGET

Account	Line Item Description	Initial Proposed 23/24 Budget	Notes
REVENUES (Funds 100 and 200)			
100100	Carryover from 22/23 <sup>[1]</sup>	\$20,000	
100101A	Assessment to Landowner	\$351,704	
100102	Five-Year Plan Funding	\$0	Anticipated to close in 22/23 FY
100103	Delta Levee Subventions Program <sup>[1]</sup>	\$204,375	Amount will likely be included in carryover from 22/23
100104	FEMA Emergency Funds	\$50,000	New Program
TOTAL REVENUES (Funds 100 and 200)		\$626,079	
GO&A EXPENSES (Fund 100)			
Personnel:			
100201	President/Trustees/Officers	\$0	
100202	Support Staff	\$0	
100203	LEJPA - Special Representatives	\$18,000	
100204	Board Member Compensation	\$9,600	
Subtotal Personnel		\$27,600	
Administrative Contract Services:			
100301	Administrative Support	\$70,800	
100302	Legal Support	\$5,400	
100303a	Engineering Support	\$0	
100303b	Engineering Support - Subventions <sup>[2]</sup>	\$50,000	
100304	Accounting	\$7,500	
100308	Five-Year Plan Development	\$600	Anticipated to close in 22/23 FY
Subtotal Administrative Contract Services		\$134,300	
Services and Supplies: <sup>[3]</sup>			
100502	Post Office Box Renewal	\$225	
100505	Website & Hosting	\$390	
100508c	CCVFCA - Dues	\$1,145	
100510	Liability Insurance	\$7,000	
100512	Umpqua Bank Fees	\$5	Wire Transfer Fees
100513	CA SWRCB Annual Fee	\$400	
Subtotal Services / Supplies		\$9,165	
TOTAL GO&A EXPENSES (Fund 100):		\$171,065	
O&M EXPENSES (Fund 200):			
200200	Levee Slope/ Bench Mowing <sup>[2]</sup>	\$10,000	
200201	Rodent Control <sup>[2]</sup>	\$10,000	
200202	Levee Top & Access Road Maintenance <sup>[2]</sup>	\$75,000	
200203	Drainage Channel Clearing	\$5,000	
200204	Pump Station O&M	\$4,200	
200205	Electrical Power	\$41,250	
200206	Misc. Supplies (pump oil, etc.)	\$0	
200207	General Maintenance <sup>[2]</sup>	\$0	
200208	Misc. O&M	\$2,000	
200209	Brush Removal/Herbicide <sup>[2]</sup>	\$50,000	Combines brush removal and herbicide application.
200210	Emergency Monitoring/Gaging and Response <sup>[2]</sup>	\$2,500	
200211	Environmental (CDFW, CEQA, etc.) <sup>[2]</sup>	\$0	Previously RMA Permit, now ALL Environmental Permits
200212	Waterside Slope Maintenance <sup>[2]</sup>	\$125,000	
200213	WSM - Design & Permitting <sup>[2]</sup>	\$75,000	
200214	Remove or Modify Encroachments <sup>[2]</sup>	\$25,000	
TOTAL O&M EXPENSES (Fund 200):		\$424,950	
EMERGENCY RESPONSE EXPENSES (Fund 400):			
400204	Pump Station O&M <sup>[3]</sup>	\$5,690	Emergency Declared 2/2023
400205	Electrical Power <sup>[3]</sup>	\$21,911	
400206	Misc. Supplies (pump oil, etc.) <sup>[3]</sup>	\$0	
400207	General Maintenance <sup>[3]</sup>	\$0	
400210	Emergency Monitoring/Gaging and Response <sup>[3]</sup>	\$2,463	
TOTAL EMERGENCY RESPONSE EXPENSES (Funds 400):		\$30,064	
TOTAL AGENCY EXPENSES (Funds 100 200 and 400):		\$626,079	

[1] RD 2084 will be eligible for subvention funding for FY 23-24 expenses. State Reimbursements are assumed to occur in June of the following fiscal year.

[2] Expenses assumed eligible for State Subventions funding. Based on conversation with MBK.

[3] Expenses assumed eligible for FEMA Funding, based on conversation with MBK.

PASS THROUGH FUNDS (TO LEJPA):	
100101B	Landowner Contributions (Revenue)
100311	Member Agency Assessment (LEJPA)