# AGENDA FOR RECLAMATION DISTRICT NO. 1608 BOARD OF TRUSTEES REGULAR MEETING 8:00 A.M. JUNE 7, 2017 NEUMILLER & BEARDSLEE 509 WEST WEBER AVENUE, FIFTH FLOOR STOCKTON, CALIFORNIA

#### Call to Order.

#### Roll Call.

#### Agenda Items.

- 1. <u>Public Comment</u>. Under Government Code Section 54954.3, members of the public may address the Board on any issue in the District's jurisdiction. The public may address any item on the agenda as it is taken up.
- 2. <u>Approval of Minutes</u>. Minutes of the regular meeting of May 3, 2017 and the special meeting of May 30, 2017.
- 3. Financial Report. Review, discuss, and accept financial report.
  - (a) Adopt Preliminary 2017/2018 Budget.
  - (b) Approve Audit Contract for 2016-2017 Audit with Croce, Sanguinetti, & Vander Veen.
- 4. Engineer's Report. Request for directions and approvals.
  - (a) Consider new permits requests from homeowners.
  - (b) Approve Temporary Encroachment Permit Agreement (Hyacinth Removal) with County
  - (c) Approval to Proceed with Sediment Removal Project.
- 5. Levee Superintendent Report. Request for directions and approvals.
- 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.
  - (a) Review and Update Sediment Removal Project Projected Costs.
  - (b) Develop Long Term Expenditure Plan
- 8. <u>Discussion and direction on Short-Term and Long-Range Goals</u>. Discussion.
- 9. District Calendar. Discussion and direction.
  - (a) Possible Reschedule of July 5, 2017 Meeting
- 10. Correspondence.
- 11. Approval of Bills.
- 12. Staff Reports.
  - (a) Attorney. The Agenda for this meeting was posted on the window outside the meeting room at 509 West Weber Avenue, Stockton, California, at least seventy-two (72) hours preceding the meeting.
- 13. 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, 509 W. Weber Avenue, 5th Floor, Stockton, California during normal business hours.

#### AGENDA PACKET RECLAMATION DISTRICT 1608 June 7, 2017

<u>ITEM</u>	COMMENTARY
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.	Please see attached.
9.	Please see attached.
10.	Please see attached.
11.	Self-explanatory.
12.	Self-explanatory.
13.	Self-explanatory.

# ITEM 2

#### MINUTES OF THE REGULAR MEETING OF BOARD OF TRUSTEES

FOR RECLAMATION DISTRICT 1608 HELD WEDNESDAY, MAY 3, 2017

The Regular Meeting of the Board of Trustees of Reclamation District 1608 was held Wednesday, May 3, 2017 at the law office of Neumiller & Beardslee, 509 W. Weber Avenue, 5<sup>th</sup> Floor, Stockton, California, at the hour of 8:00 a.m.

TRUSTEES PRESENT WERE:

MICHAEL PANZER DREW MEYERS BRETT THOLBORN

OTHERS PRESENT WERE:

DANIEL J. SCHROEDER
ANDY PINASCO
CHRISTOPHER NEUDECK
JEAN KNIGHT
JOE BRYSON
DOMINECK GULLI, homeowner in District
TOM FAULKS, homeowner in District
GERARD HAMMER, homeowner in District

Item 1. Public Comment. Trustee Panzer reported that there is a mat of organic material on top of Fourteen Mile Slough. He noted that it was all on the residence's side of the slough. Even if one wanted to, they couldn't bring a boat in. It's all green and an inspection from the water side would be difficult and it would be difficult for vessels to get in there to do any kind of maintenance. As the water gets lower, it would get even worse. He said it was the Algeria Densa that is forming a mat underneath. It's like an island and the water floats around it. It was suggested to contact Boating and Waterways as they maintain navigable waterways. The response about contacting them was that this has been done before and they seem to be low on funds and manpower. Mr. Faulks mentioned that a number of homes in his area did a removal of something like this and it was a back-breaking task but it does look much better. He noted he thought these types of growth need to be mechanically removed.

Item 2. Approval of Minutes. Minutes of the regular meeting of April 5, 2017. After review,

It was moved, seconded (B. Tholborn/D. Meyers) and unanimously carried by the Board of Trustees of Reclamation District 1608 that the minutes of the regular meeting of April 5, 2017 were approved.

Item 3. <u>Financial Report.</u> Review, discuss, and accept financial report. Dan Schroeder presented the financial report. No assessment, taxes or other income was received by the District this last month. Ms. Knight mentioned that the workers' compensation insurance payments this last month amounted to over \$4,324.87 – way over the monthly amount of \$651.00 normally

seen. She said she called State Compensation Insurance Fund to get an explanation of the expenses and was told that the premium for this year was increased due to the higher payroll (most likely due to high payroll during the flood season) and because of this the additional amount, along with a security deposit due for the upcoming renewal and an additional payment, made the premium jump that much for this year. She also reported that State Fund is actually lowering the District's premium this upcoming year to \$569.58. Ms. Knight also mentioned that under Anticipated Income, there is a new line item for the claim the District has filed with the City of Stockton for the Pipeline Erosion Emergency Repair at Levee Station 89+00. The anticipated amount expected to be refunded to the District for its expenses for this repair came to \$22,052.33. This was filed by Kjeldsen, Sinnock & Neudeck on behalf of the District. After discussion.

It was moved, seconded (B. Tholborn/D. Meyers) and unanimously carried by the Board of Trustees of Reclamation District 1608 that the financial report be approved.

(a) 2017/2018 Draft Budget. Dan Schroeder presented the budget and each line item of the budget was reviewed. Mr. Schroeder will make the edits and changes as discussed and present a draft budget at the June meeting. During this discussion, it was recognized that there was an error in the financial report where the liability insurance should have been reported as \$5,305 instead of \$6,305. The financial report will be correct to reflect this change and a vote to approve the amended report was made and:

It was moved, seconded (B. Tholborn/D. Meyers) and unanimously carried by the Board of Trustees of Reclamation District 1608 that the amended financial, with a change in the liability insurance expense from \$5,305 to \$6,305 be approved.

As each line item was discussed and agreed upon and then documented by attorney Schroeder in the spreadsheet on his computer that will be distributed for the next regular meeting. It was noted that there was no expense to date for the engineer's work on the assessment and Ms. Knight will review with Kjeldsen, Sinnock & Neudeck to see if this can be identified in an invoice or invoices. The present figure of \$5,500 may be amended. Another line item, Sediment Removal Project, currently set at \$0.0, was also discussed. Trustee Meyer had several comments with respect to this expense and mentioned perhaps doing a partial project if District funds were not sufficient. Mr. Neudeck responded that he was not prepared to respond to that and there was further discussion on going ahead with the sediment removal project even if the levee subventions funding gets reduced or discontinued. There still would be CEQA expenses to consider and Mr. Meyers noted that the District is currently holding \$1,400,000 in contingencies and if they are being held, what are they being held for and perhaps this would be money the District could tap into. He also noted that he had worked out a budget that was based on the District not receiving subventions funds whereas the proposed budget prepared by the engineers did include subventions monies. Because the discussion was starting to involve the sediment removal project, Trustee Tholborn was asked to recuse himself because of the Attorney General Opinion that states that he has a Conflict of Interest with his residence

located in the area potentially being benefitted. Discussion continued and again, because it was going to become a topic of further discussion and not on the agenda, it was decided that this would be something that should be discussed at another meeting and not the current meeting. Again, because Brett Tholborn cannot participate in the sediment removal project discussions, he would not be able to attend this meeting. Trustee Meyers asked if a special meeting could be scheduled between this meeting and the next scheduled meeting to discuss this project. It was agreed that this could be done and also agreed that Chris Neudeck will prepare two budgets - one with subventions income and one without subventions income. At the end of the discussions with respect to all the line items, the total amount for the draft budget came to \$718,550.00. If further input for the budget is decided at the special meeting, the draft budget will be amended to perhaps include expenditures for the sediment removal project, as, as of this meeting, the line item was left at \$0.0.

- (b) <u>Long Term Expenditure Plan</u>. As noted above, the District will have a special meeting and Mr. Neudeck will update his budget worksheet
- (c) <u>Cal Mutual Directors Election</u>. Dan Schroeder reported he has a ballot. The trustees asked if they had to vote and from reviewing the ballot, Mr. Schroeder said it appeared they did not have to. After discussion,

It was moved, seconded (D. Meyers/B. Tholborn) and unanimously carried by the Trustees of Reclamation District 1608 that the Trustees opted to not vote on the Cal Mutual Directors Election ballot.

At this time Attorney Schroeder brought up an issue previously discussed having to do with a lawsuit between Manteca Unified School District vs. Reclamation District 17 dealing with Proposition 218. The school district did not want to pay Proposition 218 assessments and filed the lawsuit against Reclamation District 17 who was having a Proposition 218 hearing. The school district prevailed in Superior Court. However, Reclamation District 17 appealed this decision and won the appeal. There could be a chance this decision could be appealed to the State Supreme Court but Mr. Schroeder said the school district would need to file a Petition and he is of the opinion that the Supreme Court would not accept the Petition.

The following bills, and warrants in payment of same, were approved:

MICHAEL PANZER, #5905, Trustee Fee	100.00
DREW MEYERS, #5906, Trustee Fee (two meetings)	200.00
BRETT THOLBORN, #5907, Trustee Fee	100.00
JEAN L. KNIGHT, #5908, Secretarial Fee	725.00
NEUMILLER & BEARDSLEE, #5909, Inv. #283745	4,666.19
KJELDSEN, SINNOCK & NEUDECK, #5910, Inv. #20713-20718	12,296.14
PAUL E. VAZ TRUCKING, #5911, Inv. #47382	1,001.50
DOHRMANN INSURANCE AGENCY, #5912, Inv. #s 22141, 22142 &	22143 .7,342.00
CROCE & COMPANY, #5913, Inv. # 06783	460.80
PG&E, #5914, Electrical	12.83
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Timesheets for the following employees were submitted and checks in payment of same, were approved:

April, 2017

GABRIEL P. BANKS, #1313, April 1-15, 2017	44.58
CALIFORNIA STATE DISBURSEMENT UNIT, #1314,	
Income Withholding Order (Gabriel P. Banks)	44.58
JOE BRYSON, #1315, April, 2017 Salary	3,386.44
State and Federal Payroll Taxes scheduled to be paid on line, were approved	
State Government, Payroll Taxes, April Salary	357.71
Federal Government, Payroll Taxes, April Salary	

Item 4. Engineer's Report. Request for directions and approvals. Chris Neudeck went through his engineering report Engineer's Report and gave an update (included as Exhibit A) of the Lincoln Village West Letter of Map Revision and Lake Delineation Progress. The memo details where the engineers are in this process and what the next steps are. It is anticipated that by May 19, 2017, the engineers will be submitting the FEMA response package and include the Lincoln Village West Lake Delineation work.

With respect to the status of the final site cleanup of rock slope protection project on Fourteen Mile Slough East of I-5, the engineers included two exhibits in their report which note problems with a slide gate track problem, a chain link fence that was hit by a truck which bent the top rail of the fence and the fence leading down the slope into the water was displaced. All these items, on a punch list, were sent to Scott Schmitt to complete this work. After this is done, the project will be complete.

There was a question by Mr. Faulks asking about the Southwest Levee project and which homes does it affect. Mr. Neudeck noted that the homes are somewhat in the middle of the levee area for the District. It was not thought that this would be the Faulks' home. Mr. Faulks said that the main reason he was asking was that a small group of homeowners are very willing to participate in any way they can with the District to get the job done and really do want to get involved. He noted that his wife is very active with the 46 homes on the levee. Any advice that they can be given will be much appreciated. Attending meetings could be very helpful to these homeowners and talking to others about what is going on within the District would be good too.

(a) <u>Consider new permits requests from homeowners</u>. No permits submitted.

Item 5. Levee Superintendent Report. Request for directions and approvals. Joe Bryson went through the May levee report. Of special note was that the water hyacinth is back at Five Mil Slough and the report is that the County is interested in entering into another agreement with the District in cleaning the levee again as they did last year. Chris Neudeck reported he had received a call about this just recently and more information will be forthcoming. With respect to item 12., Mr. Bryson said he received a 5 a.m. telephone call about water running in the street in front of the District's Stone River gate. He said he had to wait 3 hours for the City of Stockton to arrive at the site where it turned out there was a broken water line. He also reported that the

blacktop work with ASTA Construction is done and all that is left is graveling the shoulder. He also noted that he received a call about kids swimming in File Mile Slough.

Item 6. Resolution 2017-02. Adopt Resolution 2017-02 Authorizing and Directing Filing Of Notice Of Exemption For Routine Maintenance For Fiscal Year 2017-2018. Attorney Schroeder presented this item and noted that this is something that the District does annually and recommended approval. After discussion,

It was moved, seconded (B. Tholborn/D. Meyers) and unanimously carried by the Trustees of Reclamation District 1608 that Resolution 2017-02 Authorizing and Directing Filing Of Notice Of Exemption For Routine Maintenance For Fiscal Year 2017-2018

Item 7. Newsletter. Request Direction. Ms. Buethe had submitted the final draft to attorney Schroeder and attorney Schroeder had e-mailed copied to the Trustees and staff and was looking for comments with respect to this draft. Several edits comments were made and these changes and comments will be submitted by Dan Schroeder to Ms. Buethe for finalization of the newsletter. One item was the Gabe Banks was referred to a number of times in the newsletter and Mr. Bryson reported that Gabe is no longer working for the District. These references will be taken out. After discussions,

It was moved, seconded (B. Tholborn/D. Meyers) and unanimously carried by the Trustees of Reclamation District 1608 that the newsletter, as edited at this May 3<sup>rd</sup> meeting, is approved with the comments and suggestions made by the Trustees and staff and such changes will be relayed to Ms. Buethe for finalization. The newsletter will be distributed in May.

Item 8. Report by Trustees on meetings attended and up coming meetings. Request for direction. No report, no meetings attended.

### Item 9. Report and possible action on Progress of Tasks Assigned at Previous Board Meetings.

- (a) Review and Update Sediment Removal Project Projected Costs. To be discussed at Special Meeting.
- (b) <u>Develop Long Term Expenditure Plan</u>. To be discussed at Special Meeting.

Item 10. Discussion and direction on Short-Term and Long-Range Goals. <u>Discussion</u>. No action.

- Item 11. District Calendar. <u>Discussion and direction</u>. The annual maintenance agreement was taken care of at this meeting, along with the draft budget and it was discussed that the annual tour of the levee system might be done in August instead of May.
- Item 12. Correspondence. No correspondence.
- Item 13. Approval of Bills. The bills, as presented, were approved.

#### Item 14. Staff Reports.

- (a) Attorney. The Agenda for this meeting was posted on the window outside the meeting room at 509 West Weber Avenue, Stockton, California, at least seventy-two (72) hours preceding the meeting.
- Item 15. Adjournment. The meeting was adjourned at 10:00 a.m.

Respectfully submitted,

Jean L. Knight
District Secretary

#### MINUTES OF THE SPECIAL MEETING OF BOARD OF TRUSTEES

FOR RECLAMATION DISTRICT 1608 HELD WEDNESDAY, MAY 30, 2017

A Special Meeting of the Board of Trustees of Reclamation District 1608 was held Wednesday, May 30, 2017, at the law office of Neumiller & Beardslee, 509 W. Weber Avenue, 5<sup>th</sup> Floor, Stockton, California, at the hour of 2:30 p.m.

TRUSTEES PRESENT WERE:

MICHAEL PANZER DREW MEYERS

OTHERS PRESENT WERE:

DANIEL J. SCHROEDER ANDY PINASCO CHRISTOPHER NEUDECK JEAN KNIGHT DOMINECK GULLI

**ABSENT WERE:** 

BRETT THOLBORN<sup>1</sup>
JOE BRYSON

Item 1. Public Comment. None.

Item 2. Sediment Removal Project. Discuss and give direction. Chris Neudeck began the discussion and distributed a spreadsheet for the District entitled 2016-2026 Budget Worksheet. He had passed a similar document to Trustees and staff a while back but for this worksheet, he calculated the work to begin in fiscal year 2017-2018 instead of 2016-2017. He moved the budgeted \$452,800 work to start in 2018-2019 and the \$1,495,000 to 2019-2020. This work would include the sediment removal project up to Grupe Park and would include reimbursement for subventions work done on the levees. At the end of the 2025-2026 fiscal year, the District would still be left \$1,600,000 in reserves - \$600,000 in non-designated reserves and \$1,000,000 in designated reserves if the project was started with permitting work in 2018–2019 and physical work starting in 2019-2020. The District would need to issue registered warrants over a 4 year period and the District would be paid off in warrant debt by the next assessment. The balances are premised off the subventions program.

Mr. Neudeck reported that based on information given to him, it appears the levee subvention program will be extended to 2020. He said it's definitely not sunsetted at this point but is likely at least two more years from now. The current amendment to the program is proposed to keep it

<sup>&</sup>lt;sup>1</sup> Due to a conflict of interest issued by the California Attorney General, Trustee Tholborn cannot participate in discussions regarding the sediment removal project.

at 75/25 to 2020, and then see what happens. He said there is a dire need to keep levees up and thinks there will be some sort of a program in 15 years.

Mr. Neudeck said that there is some downside risk of not knowing where subventions program will be after 2020, but there is income there for the first two years. He noted that the depth of the dredging would go to -8 feet and would be considered maintenance dredging and in the end, it would require more maintenance as aquatic weed will grow. If the depth would go to -10 feet, a different process would need to take place and other permits would be required and those permits would be more difficult to obtain. Trustee Panzer asked if the District did go beyond Grupe Park, would it be doable and the response by Mr. Neudeck was that the District cannot afford to do this. He said it is a different levee at that point and much more open and the expense would be considerably higher.

Trustee Panzer also asked about the -8 feet and if there is aquatic weed growth, would there be a need for the District to pursue another sediment removal project? It was discussed that in 2025-2026, when the next assessment could occur there is likely going to be concern that around Grupe Park there could be enough sediment again and it could be that every ten years or so, another sediment removal project would be needed.

There was discussion regarding starting the project this next fiscal year instead of 2018-2019. If the District starts permitting this next year instead of 2018-2019 it could end up with \$200,000 more at the end. Other documents distributed at the meeting were a spreadsheet created by Trustee Meyers that has a nine-year projection and did not have all the line items of the engineer's report but did detail the beginning cash basis for each year (year ending 2017 to 2025), along with revenues and expenditures from the engineer's report and a detail of the cash basis fund balance ending of that year. He also detailed the work starting with 2017-2018 and continuing 2018-2019 with a cash basis fund balance of \$4,088,232 and a cost of the sediment removal of \$2,000,300, along with warrant expense costs. The third distributed sheet was the budget sheet for the 2017-2018 fiscal year, as it stands as of this date.

Dr. Panzer asked Dan Schroeder if he was seeing anything that hadn't been discussed. Attorney Schroeder thought with the timelines, the District would likely have time to work with the City of Stockton in finding a location for the spoils. The District would also need to work out a registered warrant agreement with a lender and there is the unknown factor of the levee subventions program. He also notes that if the District started in 2018 -2019, in the remaining 9 years there would be \$1,200,000 lost revenue - \$1,600,000 going down to \$400,000. Mr. Neudeck still thought there would be a positive cash flow for it to work out.

Trustee Panzer asked that in a form of giving direction now, what would need to occur? One way would be that for the next regular meeting, the amount for the sediment removal program could be listed as \$452,000 (see Staff report – number may change) as a 2017-2018 budget consideration. Since this meeting was only scheduled as a workshop, no action can be approved. The Trustees agreed with this idea and gave the green light for a revised budget consideration to occur at the June District meeting.

Item 3. Staff Reports. (a) Attorney. The Agenda for this meeting was posted on the window outside the meeting room at 509 West Weber Avenue, Stockton, California, at least twenty-four (24) hours preceding the meeting. Also Dan Schroeder will make a change to the proposed budget and Chris Neudeck will give him a revised number for the budget.

Item 4. Adjournment. The meeting was adjourned at 3:09 p.m.

Respectfully submitted

Jean L. Knight

District Secretary

# ITEM 3

### RECLAMATION DISTRICT 1608 BUDGET FOR FISCAL YEAR 2017-2018

OPERATIONS & MAINTENANCE EXPENSES	20	017-2018
LEVEE SUPERINTENDENT	\$	70 500
PART TIME EMPLOYEES	Ð	70,500
PAYROLL TAXES AND EXPENSES		23,000
FENCES & GATES		6,300 25,000
LOCKS & SIGNS		1,500
WEED AND RODENT CONTROL & CLEANUP		14,000
LEVEE REPAIR FUND (General Operations & Maintenance)		15,000
LEVEE REPAIR FUND (Levee Capital Improvement Projects)		250,000
PUMP SYSTEM MAINTENANCE		1,000
WIRELESS SERVICES (Cell and Mobile Computer)		1,800
EMERGENCY EQUIPMENT & SUPPLIES		1,000
GARBAGE SERVICE		3,000
DISTRICT VEHICLE (Fuel, Maintenance & Repairs)		6,000
	\$	418,100
GENERAL EXPENSES	_	0.000
TRUSTEE FEES	\$	6,000
SECRETARY FEES		10,000 1,000
OFFICE EXPENSES (includes storage facility)		
GENERAL LEGAL		55,000 4,000
AUDIT COUNTY ADMINISTRATION COSTS		7,250
LIABILITY INSURANCE		6,000
WORKERS COMPENSATION INSURANCE		13,000
AUTOMOBILE INSURANCE		2,400
ELECTION COSTS		31,500
NEWSLETTER & PUBLIC COMMUNICATIONS		10,000
	\$	146,150
ENGINEERING EXPENSES		
GENERAL ENGINEERING	\$	15,500
PLAN REVIEW ENGINEERING		20,000
ADMINISTRATION OF DELTA LEVEE SUBVENTIONS PROGRAM		25,500
PERIODIC LEVEE PROPERTY INSPECTIONS AND SURVEYS		25,000
ROUTINE LEVEE MAINTENANCE CONSULTATION		7,500
ENGINEERING, MGMNT & INSPECTION OF CAPITAL IMP. PROJECTS		52,500
FEMA LOMR PREPARATION		2,500
ASSESSMENT ENGINEERING		5,800
		452,800
SEDIMENT REMOVAL PROJECT	\$	607,100
	<u> </u>	007,100
WARRANT INTEREST EXPENSE		
WARRANT INTEREST EXPENSE	\$	0
TOTAL EXPENSES	\$	1,171,350

### RECLAMATION DISTRICT 1608 BUDGET FOR FISCAL YEAR 2017-2018

	_2	2017-2018
INCOME		
PROPERTY TAXES	\$	204,020
INTEREST INCOME		9,500
ASSESSMENTS		298,000
SUBVENTION REIMBURSEMENT		348,298
OTHER REIMBURSABLE EXPENSES		22,000
TOTAL INCOME	<u>\$</u>	881,818
NET INCOME	=	-289,532
EXCESS OF REVENUE OVER EXPENDITURES (SHORTAGE)	\$	-289,532

#### **RESERVES**

Capital Improvement Reserve	\$ 500,000
Board-designated Reserve	\$ 900,000
Cash on Hand (Exclusive of Reserves)	\$
Payroll Acount Balance (as of June 30, 2017)	\$
TOTAL CASH RESERVE (as of July 1, 2017)	\$



May 15, 2017

Board of Trustees **Reclamation District No. 1608** Post Office Box 4857 Stockton, California 95204

We are pleased to confirm our understanding of the services we are to provide Reclamation District No. 1608 for the year ending June 30, 2017. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Reclamation District No. 1608 as of and for the year ending June 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement Reclamation District No. 1608's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. After a thorough review of the reporting standards and the costs associated with implementation, we propose to exclude the management's discussion and analysis. The reporting methodology proposed will minimize district accounting fees. As part of our engagement, we will apply certain limited procedures to Reclamation District No. 1608's remaining RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

 Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - Governmental Funds.

#### **Audit Objective**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Reclamation

**District No. 1608's** financial statements. Our report will be addressed to the Board of Trustees of **Reclamation District No. 1608**. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdraw from the engagement.

#### Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of cash and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

#### Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of **Reclamation District No. 1608's** compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion. Management maintains the responsibility for identifying and ensuring that **Reclamation District No. 1608** complies with applicable laws, regulations, contracts, and other agreements.

#### Other Services

We will also prepare the Special Districts Financial Transactions Report and the Government Compensation in California Report of Reclamation District No. 1608. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### Management Responsibilities

Management is responsible for designing, implementing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, additional information that we may request for the purpose of the audit, and unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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

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

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

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

#### Engagement Administration, Fees, and Other

Pauline Sanguinetti is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

It is our policy to keep records related to this engagement for seven years. However, Croce, Sanguinetti, & Vander Veen, Inc. does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by government or regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Croce, Sanguinetti, & Vander Veen, Inc. shall be free to destroy our records related to this engagement.

We expect our fees for the services set forth in this letter for the fiscal year ending June 30, 2017 not to exceed \$3,350. Our invoices for the services outlined in this letter are payable on presentation. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

In the event that the District requires a single audit due to the expenditure of federal funds, we will perform such an audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, and the provisions of the Uniform Guidance. Services rendered in order to meet the aforementioned requirements will be billed to you separately.

Should any litigation or adverse action (such as audits by outside organizations and/or threatened litigation, etc.) by third parties arise against Reclamation District No. 1608 or its officers subsequent to this engagement, which results in the subpoena of documents from Croce, Sanguinetti, & Vander Veen, Inc. and/or requires additional assistance from us to provide information, depositions, or testimony, Reclamation District No. 1608 hereby agrees to compensate Croce, Sanguinetti, & Vander Veen, Inc. (at our standard hourly rates) for additional time charges and other costs (copies, travel, etc.) and to indemnify us for any attorney's fees to represent Croce, Sanguinetti, & Vander Veen, Inc.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association or other organization under its applicable rules for professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

We appreciate the opportunity to be of service to **Reclamation District No. 1608** and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign where indicated and return it to us. A copy of this engagement letter is enclosed for your files.

Croce,	Sarge	unetti,	4	Vander	Veen,	Inc.
	NGUINE	TTI, & VA		ER VEEN, IN		
Certified I to	one Accor	antants				

#### This letter correctly sets forth the understanding of Reclamation District No. 1608.

Trustee s	ignature: 🗡	
Title:		
Date:		

Very truly yours.

RESPONSE:



May 15, 2017

Board of Trustees
Reclamation District No. 1608
Post Office Box 4857
Stockton, California 95204

You have requested that we prepare the Special Districts Financial Transactions Report of **Reclamation District No. 1608** for the year ending June 30, 2017. We are pleased to confirm our acceptance and our understanding of this engagement to prepare the Special Districts Financial Transactions Report of **Reclamation District No. 1608** by means of this letter.

#### Our Responsibilities

The objective of our engagement is to prepare the Special Districts Financial Transactions Report in accordance with the requirements of the Controller of the State of California, which differ from accounting principles generally accepted in the United States of America. We will conduct our engagement in accordance with Statement on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the Special Districts Financial Transactions Report.

Our engagement cannot be relied upon to identify or disclose any misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

#### Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Special Districts Financial Transactions Report in accordance with the requirements of the Controller of the State of California. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your Special Districts Financial Transactions Report in accordance with SSARS:

- a. The prevention and detection of fraud
- b. To ensure that the entity complies with the laws and regulations applicable to its activities

c. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare the Special Districts Financial Transactions Report

#### d. To provide us with:

- i. Documentation, and other related information that is relevant to the preparation and presentation of the Special Districts Financial Transactions Report,
- ii. Additional information that may be requested for the purpose of the preparation of the Special Districts Financial Transactions Report; and
- iii. Unrestricted access to persons within Reclamation District No. 1608 of whom we determine necessary to communicate.

As part of our engagement, we will issue a disclaimer that will state that the Special Districts Financial Transactions Report was not subjected to an audit, review, or compilation engagement by us and, accordingly, we do not express an opinion, conclusion, or provide any assurance on them.

#### Other Relevant Information

We expect our fees for the services set forth in this letter for the fiscal year ended June 30, 2017 not to exceed \$225. Our invoices for the services outlined in this letter are payable on presentation. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

It is our policy to keep records related to this engagement for seven years. However, Croce, Sanguinetti, & Vander Veen, Inc. does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by government or regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Croce, Sanguinetti, & Vander Veen, Inc. shall be free to destroy our records related to this engagement.

Should any litigation or adverse action (such as audits by outside organizations and/or threatened litigation, etc.) by third parties arise against Reclamation District No. 1608 or its officers subsequent to this engagement, which results in the subpoena of documents from Croce, Sanguinetti, & Vander Veen, Inc. and/or requires additional assistance from us to provide information, depositions, or testimony, Reclamation District No. 1608 hereby agrees to compensate Croce, Sanguinetti, & Vander Veen, Inc. (at our standard hourly rates) for additional time charges and other costs (copies, travel, etc.) and to indemnify us for any attorney's fees to represent Croce, Sanguinetti, & Vander Veen, Inc.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association or other organization under its applicable rules for professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to be of service to **Reclamation District No. 1608** and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign where indicated and return it to us. A copy of this engagement letter is enclosed for your files.

Very truly yours,

Croce, Sarguiretti, & Vander Veen, Inc.

CROCE, SANGUINETTI, & VANDER VEEN, INC. Certified Public Accountants

#### RESPONSE:

This letter correctly sets forth the understanding of Reclamation District No. 1608.

Trustee signature:	
Title:	
Date:	

## ITEM 4

### RECLAMATION DISTRICT 1608 TEMPORARY ENCROACHMENT PERMIT AGREEMENT (HYACINTH REMOVAL)

This Temporary Encroachment Permit Agreement ("Temporary Permit") is entered into this 7<sup>th</sup> day of June, 2017 ("Effective Date"), by an between Reclamation District 1608 ("District") and San Joaquin County ("County" and "Permittee) regarding access to Five Mile Sough to remove water hyacinth from the slough.

#### RECITALS

WHEREAS, San Joaquin County ("County") desires to remove the water hyacinth located in a portion of Five Mile Slough ("Project");

WHEREAS, the District owns the levee and property on the south side of Five Mile Slough;

WHEREAS, the County desires to remove the water hyacinth from Five Mile Sough using equipment positioned on the District's Levee between Levee Station 20+00 and 25+00 ("Levee") as identified in Exhibit A attached hereto;

WHEREAS, the District and the County agree to allow access to the Levee subject to the terms and conditions in this Temporary Permit.

#### **AGREEMENT**

NOW, THEREFORE, County and District agree as follows:

- 1. The term of this Permit shall be from the Effective Date and expire on July 28, 2017.
- 2. The District hereby grants to County access to the District Levee for the purpose of removal of water hyacinth from east end of 5-Mile Slough with a long reach excavator located on the Levee, load into dump trucks and off-haul from project site. Ingress and Egress to District Levee is limited to existing access ramp from Alegheny Place as identified in Exhibit A.
- 3. Permittee shall notify the District Engineer, Kjeldsen, Sinnock and Neudeck, Inc., 711 N. Pershing Avenue, Stockton, California 95203, (209) 946-0268 one (1) week before initiating any construction or maintenance activity in the waterways adjacent to or on or near the RD 1608 levee or dredger cuts and when there is no activity for a period of five (5) working days, then twenty-four (24) hours prior to resumption of operations.
- 4. Permittee shall retain at Permittee's sole cost and expense a Supervisor capable of providing oversight of all work in the waterway or on or near the District levees and any and all water seepage, soil stability problems and changes in levee crown elevation shall be immediately reported to the District Engineer. The supervision shall be onsite continuously during the course of hyacinth removal.

- 5. Permittee shall, upon completion of the Project, properly restore the Levee to the condition prior to the Project including, but not limited to, riprap and Levee crown surfacing to preconstruction dimensions and conditions, including elevation, in a manner satisfactory to the District Engineer.
- 6. In the event the District Engineer deems the safety of the Levee is being jeopardized, he may order all or any portion of the work stopped, in which case Permittee agrees to immediately comply with the order.
- 7. Permittee's activities shall not interfere unnecessarily with access along the Levee crown road.
- 8. Neither District nor any officer, agent, consultant, contractor, servant, or employee thereof is responsible for any damage or liability to the extent that such damage or liability occurs by reason of anything done or omitted to be done by Permittee under or in connection with its activities under this Permit. It is understood and agreed that the Permittee shall fully defend, indemnity and save harmless District and its officers, agents, contractors, servants, and employees from any and all claims, damages, suits, costs, expenses or actions of every name, kind and description brought for or on account of damage claim or injury as defined in Government Code section 810.8 to the extent that such claims, suits or actions result from anything done or omitted to be done by Permittee under, arising out of, or in connection with its activities under this Permit, including, without limitation, the Project. Additionally, Permittee hereby waives, as to District's Trustees, engineer, attorney, consultants, employees or agents, any and all claims, damages, liability or losses arising from or related to, review, or approval of the plans, designs, specifications and other documents and data related to the Project and this Permit.
- 9. Permittee acknowledges that the District could be flooded from many causes, including without limitation, the following:
  - a. Levee overtopping and levee failure due to natural causes such as winds, tides, barometric pressure changes, rainfall, rainfall runoff, earthquakes, levee settlement and rodents.
  - b. Levee overtopping and levee failure due to man-related causes including negligence of the landowner, any Reclamation District and any other governmental agency such as inadequate or improper levee maintenance, flood fighting and/or patrol, dredging, water releases, obstructing water flows and water diversions.
  - c. Failure of the drainage system due to natural or man-related causes, including negligence of owner, any reclamation district, and any governmental agency.
  - d. Failure to construct, repair, maintain or operate levees, drainage or irrigation facilities or other facilities whether due to limited funding or otherwise.
- 10. Permittee hereby expressly assumes the risk of direct and indirect loss and damage to Permittee, its contractors, employees and agents arising out of the Project and connection to this Permit and hereby waives the right, including the right on the part of any

insurer through subrogation, to make any claim pertaining to the same as against the District. Permittee agrees to defend and hold the District free and harmless from and indemnify them for all claims of any kind and damage to Permittee, its contractors, employees and agents arising out of the Project and in connection with this Permit. The parties intend that this indemnity shall extend as broadly as legally permitted and shall apply regardless of whether the loss results from the negligence of the District.

- 11. Permittee does hereby agree that at all times during and after the completion of the work that Permittee shall, upon written demand by the District perform at Permittee's own cost and expense and within the time limits set by the District all reasonable rehabilitation, maintenance or repair work ordered to be performed by the District which arises as a result of Permittee's Project.
- 12. If and in the event that in the sole discretion of the District, an emergency exists or may arise which requires that work be performed on the levee, banks, slopes or other District facilities in the immediate area of Permittee's proposed works, then and in that event Permittee hereby gives to District, its agents, employees or contractors, the right and permission to repair or remove and replace any and all works and any appurtenances thereto reasonably necessary to the performance of such emergency work, provided that the District first provides facsimile or telephone notice at the numbers set forth in hereinafter. Upon given notice to the Permittee, the District may then proceed with such emergency work involving the Permittees Project.
- 13. This Agreement is intended to reflect the entire understanding between the parties, and no alteration or modification shall be valid unless made in writing and signed by the parties. The parties agree to cooperate with each other and coordinate their respective activities in a good faith effort to accomplish the objectives recited above.
- 14. This Permit shall not be used or transferred to anyone without the written consent of the District which shall not be unreasonably withheld.
- 15. Unless changed by written notice to the parties, the mailing address for all notices to the parties shall be as follows:

County: County of San Joaquin,

Channel Maintenance Division,

1810 East Hazelton Avenue, Stockton, CA 95205, Telephone (209) 468-9698 fax (209) 468-8457.

District: Reclamation District 1608

Kjeldsen, Sinnock and Neudeck, Inc.,

711 N. Pershing Avenue, Stockton, California 95203,

Telephone (209) 946-0268 fax (209) 946-0296

16. The prevailing party shall be entitled to reasonable attorney's fees and costs in any action, arbitration, or enforcement proceeding brought to enforce the terms of this Permit.

IN WITNESS WHEREOF the parties hereto have duly authorized officers effective as of June,	
DISTRICT	COUNTY
By: President, Board of Trustees	By:

### ITEM 8

#### SHORT TERM GOALS June 7, 2017

- 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. FEMA Levee Certification

#### LONG TERM GOALS

8. CVFP Plan

### ITEM 9

#### **RD 1608: MASTER CALENDAR**

#### **JANUARY**

• 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

#### 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 Preliminary Budget

#### **JULY**

- Adopt Resolution for setting Appropriations and submit to County Assessor's Office.
- Follow up with FEMA on Certification Letter (2015 only).

#### **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).
- Adopt Final Budget

#### **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:**

Name	Term Commenced	Term Ends
Drew Meyers	2013	First Friday of Dec 2017
Brett Tholborn	2015	First Friday of Dec 2019
Michael Panzer	2015	First Friday of Dec 2019

#### Assessment Expires 6/30/2025

#### **Reclamation District Meetings**

First Wednesday of each month, at 8:00 A.M. at the offices of:
 Neumiller & Beardslee
 509 W. Weber Avenue, Suite 500
 Stockton, California 95242

### **ITEM 10**

#### RECLAMATION DISTRICT NO. 2074

#### NOTICE OF INTENT TO ADOPT MITIGATED NEGATIVE DECLARATION

#### AND NOTICE OF PUBLIC MEETING

#### 14-MILE SLOUGH LEVEE IMPROVEMENT

Notice is hereby given that Reclamation District No. 2074 (RD 2074) has prepared an Initial Study (IS) of environmental effects and intends to adopt a Mitigated Negative Declaration (MND) for a proposed levee improvement in western Stockton. The purpose of the project is to address potential seepage issues associated with the levee.

The project is the improvement of approximately 450 linear feet of an earthen levee along the south bank of 14-Mile Slough, at the northern end of the Brookside development. The project proposes the temporary removal of the upper 5.5 feet of the existing levee and the installation of a continuous cutoff wall, consisting of a mixture of soil, bentonite and Portland cement, in the center of the levee to a depth of approximately 48 feet. Upon completion of the cutoff wall installation, the levee top and paved access road would be reconstructed.

The IS/MND has analyzed the potential environmental effects of the project as required by the California Environmental Quality Act (CEQA) and the CEQA Guidelines. On the basis of this analysis, the IS/MND finds that the project would not involve any significant environmental effects, provided that the mitigation measures described in the IS/MND are implemented. RD 2074, the project proponent, has agreed to implement the mitigation measures. There are no sites enumerated under Section 65962.5 of the Government Code located on or near the project site.

Copies of the IS/MND are available for public review at the RD 2074 office at 3425 Brookside Road, Suite A, Stockton; and at the Cesar Chavez Central Library at 605 N. El Dorado Street, Stockton. RD 2074 will accept public and agency comments on the IS/MND during a 30-day review period that will begin on May 15, 2017 and end on June 13, 2017. Comments may be sent to Reclamation District No. 2074, 3425 Brookside Road, Suite A, Stockton, CA 95219, or by e-mail to reclamation district, 2074@gmail.com.

The RD 2074 Board of Directors will hold a public meeting to consider adoption of the IS/MND on Thursday, July 13, 2017 at 8:30 AM in the RD 2074 offices at 3425 Brookside Road, Suite A, Stockton, CA.

RECLAMATION DISTRICT NO. 2074

Nelson Bahler, President

Date: May 15, 2017

A COPY OF THE FULL IS/MND AND APPENDICES MAY BE DOWNLOADED AT WWW.BASECAMPENV.COM