

**AMENDED MEETING AGENDA FOR  
RECLAMATION DISTRICT NO. 1608  
BOARD OF TRUSTEES REGULAR MEETING  
8:00 A.M. JUNE 5, 2019  
NEUMILLER & BEARDSLEE  
3121 WEST MARCH LANE, SUITE 100  
STOCKTON, CALIFORNIA**

Call to Order.

Roll Call.

Agenda Items.

1. Public Comment. The public may comment on any matter within the District's jurisdiction that is not on the agenda. Matters on the agenda may be commented on by the public when the matter is taken up. All comments are limited to a maximum of 3 minutes for general public comments on items within the District's subject matter jurisdiction and 3 minutes before or during the Board's consideration of each agenda item, subject to the sole discretion of the Board President to allow additional time for a comment in accordance with Resolution 2019-04.
2. Approval of Minutes. Minutes of the regular meeting of May 1, 2019.
3. Financial Report. Review, discuss, and accept financial report.
  - (a) Adopt 2019-2020 Budget
  - (b) Approve Audit Contract with Croce, Sanguinetti, & Vander Veen for 2018-2019 Fiscal Year
  - (c) Approve terms and conditions for BPM to provide payroll accounting services and authorize President to execute Engagement Letter from BPM CPA
4. Engineer's Report. Request for directions and approvals.
  - (a) Consider new permits requests from homeowners.
  - (b) Discussion and Direction regarding Sediment Removal Project.
  - (c) Discussion and Possible Action regarding repair of gates on the Southwest levee crown.
  - (d) Adopt Resolution 2019-05 Re-Approving and Adopting Reclamation District 1608 Lincoln Village West Emergency Operations Plan
  - (e) Discussion and Possible Action to withdraw authorization for the District Engineer to prepare a Letter of Map Amendment for North and South Lake systems
5. Public Hearing: Adopt Resolution 2019-06 Resolution Amending the District By-Laws to Change the Place Of Meeting and Change Parliamentary Rules.
6. Levee Superintendent Report. Request for directions and approvals.
7. Report by Trustees on meetings attended and up coming meetings. Request for direction.
8. Report and possible action on Progress of Tasks Assigned at Previous Board Meetings.
9. Discussion and direction on Short-Term and Long-Range Goals.
10. District Calendar. Discussion and direction.
11. Correspondence.
12. Approval of Bills.
13. Staff Reports.

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

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

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

14. 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.*

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**AGENDA PACKET  
RECLAMATION DISTRICT 1608  
JUNE 5, 2019**

<b><u>ITEM</u></b>	<b><u>COMMENTARY</u></b>
1.	Self-explanatory.
2.	Please see attached.
3.a.	Please see attached.
3.b.	Please see attached.
3.c.	Please see attached.
4.d.	Please see attached.
5.	Please see attached.
6.	Self-explanatory.
7.	Self-explanatory.
8.	Self-explanatory.
9.	Please see attached.
10.	Please see attached.
11.	Please see attached.

# ITEM 2

**MINUTES OF THE REGULAR MEETING OF BOARD OF TRUSTEES  
FOR RECLAMATION DISTRICT 1608  
HELD WEDNESDAY, MAY 1, 2019**

A Regular Meeting of the Board of Trustees of Reclamation District 1608 was called to order at 8:00 a.m. by President Michael Panzer on May 1, 2019, at the law offices of Neumiller & Beardslee, 3121 W. March Lane, Suite 100, Stockton, California.

**TRUSTEES PRESENT WERE:**

MICHAEL PANZER  
BRETT THOLBORN  
DAN MacDONNELL

**OTHERS PRESENT WERE:**

DANIEL SCHROEDER  
ANDY PINASCO  
CHRIS NEUDECK  
JEAN L. KNIGHT  
JOE BRYSON  
DOMINICK GUILLI  
BOB BENTZ  
ELVIA TRUJILLO

1. **Public Comment.** Mr. Guilli gave an update on the San Joaquin County Feasibility Study.
  
2. **Time Limit for Public Comment.** Adopt Resolution 2019-04 Adopting Time Limit for Public Comment. Dan Schroeder presented this item. He noted the resolution states that public comments shall be limited to a maximum of 3 minutes for general public comments on items within the District's subject matter jurisdiction and 3 minutes before or during the Board's consideration of each agenda item, subject to the sole discretion of the Board President to allow additional time for a comment. It was also noted that the public doesn't necessarily have a right to have answers to questions, but just to ask questions. The first general comments are for items not on the agenda. After discussion,

It was moved, seconded (B. Tholborn/D. MacDonnell) and unanimously carried by the Trustees of Reclamation District 1608 that Resolution 2019-04 Adopting Time Limit for Public Comment be approved as presented.

3. **Approval of Minutes.** Minutes of the regular meeting of April 7, 2019. After review,

It was moved, seconded (B. Tholborn D. MacDonnell) and unanimously carried by the Trustees of Reclamation District

1608 that the minutes of the regular meeting of April 7, 2019 be approved as read.

4. **Financial Report.** Review, discuss, and accept financial report. Secretary Jean Knight presented the Financial Report. She also gave an explanation to the question asked at the April 7<sup>th</sup> meeting with respect to the assessment monies collected being so much higher than budgeted. Upon research, it was discovered that when monies received from the Department of Water Resources for levee subventions reimbursements were deposited into the District's account with the County, the money was listed under the line item entitled Assessments. After this was discovered, Secretary Knight corrected the line item on the District's Financial Report to reflect the correct money received for assessments (subventions monies have separate line item) and after doing so, stated it was close to what was budgeted for assessments.

Other items with respect to the financial report were discussed and Secretary Knight noted that since the levee superintendent gets paid once a month on the 1<sup>st</sup>, this check did not show on the Financial Report that had the same date since the report was finalized prior to the day's meeting. After discussion,

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

- a. 2019-2020 Budget Proposal – Review and possible action. Attorney Schroeder, along with Andy Pinasco, presented a proposed budget for the 2019-2020 fiscal year. Each line item was discussed and an opportunity was given to make changes or leave as is. Attorney Schroeder will finalize the budget as adjusted and forward on to the Board and staff for further review. If changes need to be made during the period between the meetings, the attorney will be notified and at the June meeting, a proposed final budget will be presented.

5. **Engineer's Report.** Request for directions and approvals.

From Engineer's Report:

- I. Plan Review.
  - A. Review status of Annual Levee Inspection of the District's Levee system and consideration of the condition of the landowner gates in the Southwest Quadrant. Chris Neudeck gave an update on this item and said he thinks the gates are actually in very good shape and well kept up. They are not set up to the weight of the wood and there is some uniqueness to this design and the idea was to fix the connection point on an as needed basis. In actuality, Mr. Neudeck said, there is a dualness to the gates as each gate has two properties. The District needs to have a

standard that the gate is going to open and close without any complication. He said the current Standard is a little bit weak. The frame has held up and the District probably needs to come up with a design of functional repair like \$15,000 a year and repair as needed. The phrase, "reasonably well constructed except standard for hinges" most appropriately described the current condition. Most gates have wood sides and the weight is starting to wear on the hinges. Mr. Neudeck wants to get a welder out to look at them. Joe Bryson said if the District does the work, it will be much more reasonable as they will be able to do multiple gates at a lower cost. There are no polls bending. The District needs a dependable gate because of the District staff going in and out. Another suggestion was getting parts that were anti corrosive. Dominick Guilli also asked if the County had any regulation on fences on levees and suggested the District may want to research this.

- B. Review plan review application from Mr. Rob Becker of In Shape Health Club for the removal and replacement of 100 feet of failing retaining wall and the relocation of a chain link fence on the slope.

6545 Embarcadero Drive  
Mr. Bob Becker  
In Shape Health Club

The engineers presented Exhibits B, C and D with respect to this request and suggested approval. After discussion,

It was moved, seconded (B. Tholborn/D. Meyers and unanimously carried by the Trustees of Reclamation District 1608 that the removal and replacement of 100 feet of failing retaining wall and the relocation of a chain link fence of the slope be approved.

- C. Embarcadero West. Review the status of the Embarcadero west condominiums compliance with conditions of their permit:

6713 & 6669 Embarcadero  
Ms. Diane Eppler Agent for  
Embarcadero West Condominium Association.

As noted in the engineer's report, the engineers are recommending acknowledgement of compliance with the Board of Trustees conditioned Permit and requesting Chairman Panzer's signature on the Permit. Since this had been approved previously and the railing removed, as evidenced by Exhibits provided by the Engineer, Trustee Panzer can now sign the permit. Therefore

Upon motion duly made, seconded (B. Tholborn/D. MacDonnell) and unanimously carried by the Trustees of Reclamation District 1608 the Permit for 6713 and 6669 Embarcadero, previously submitted by Ms. Diane Eppler, as Agent for Embarcadero West Condominium Association, is now formally approved, and the signature of Board President Panzer on the Permit was authorized.

II. AB360 – Delta Levee Subventions Program

A. Chris Neudeck reported on the security fence construction at 14-Mile Slough and Interstate 5 and stated that Sandoval fencing is almost done with the installation of the steel security fencing on the east side of Interstate 5 at 14 Mile Slough. The gate for the fence was due to be done before this meeting date. Photos of the fencing were provided in the Engineer's Report.

III. FEMA Mapping Status:

A. Review progress of LOMA application relative to the District's interior lake drainage system. Chris Neudeck gave an update and referenced Exhibit J that states the KSN submitted the updated FEMA metes and bound description and received duplicate comments to 2 submittals. The engineers are currently seeking clarification of the comments. Mr. Neudeck stated at the meeting that if they are passing over a structure – they have to certify they are not going over the structure. The docks are fixed and a question – are they connected in any way to the house, was asked. If they are, then the house is disaccredited. There is also an issue with stairs and the touching to the bulk head and there are concerns that if the water goes up the stairs, it will reach the house. The engineers need to look further at this matter and Mr. Neudeck is going out in a boat to get a better perspective.

IV. Sediment Removal Project.

A. Review progress of permitting process with the Board of Trustees. Chris Neudeck reported that everything is moving along quickly and they are hoping the District will be close to being on schedule to getting this project in the next work window in 2020.

Chris Neudeck reported on another item not within the Engineer's Report and that was a matter with regard to the Marina and their building of a floating platform for rental equipment – kayak's and paddle boards. It's an aesthetic issue –it's a relatively large structure 15 x 30 feet and sits over on the gas stop. The response at the meeting was that it is not the District's problem and to have the owners please speak with Marina personnel as they need to handle this type of issue. Trustees Panzer said that the condominiums do have a view easement. He said the homeowners are not happy with the look of the structure and the fact that they look out their windows and see it.



- a. Consider new permits requests from homeowners. (See engineer's report above)
- b. Retaining Wall Repair (See engineer's report above)
  - 1. In Shape Club  
6545 Embarcadero Drive  
Stockton, CA 95212
- c. Discussion and Direction regarding the Sediment Removal Project. (See engineer's report above)
- d. Discussion and Possible Action regarding endorsement of design for Lower San Joaquin River California Flood Risk Reduction Project and provide direction to staff. RD2074 prepared a letter dated April 16, 2019 to the Central Valley Flood Protection Board that was distributed at the meeting. Attorney Schroeder thought the letter was well written in a diplomatic fashion. RD2074's counsel, George Hartman, was supportive in endorsing and moving forward but RD2119 does not feel this way. In discussion, it was felt that staff and trustees endorse the concept but do have certain issues. It was suggested that the attorney prepare a similar letter but will bring up several conceptual design issues that need to be addressed if the project is to move forward. After discussion,

It was moved, seconded (D. MacDonnell/B. Tholborn) and unanimously carried by the Trustees of Reclamation District 1608 that counsel be authorized to write a similar letter to RD2074's letter to the Central Valley Floor Protection Board but to address conceptual design issues that need further discussion.

- e. Discussion and Possible Action to approve position opposing AB 273 and provide direction to staff. Attorney Schroeder presented this item and said they are hoping that "we can kill this bill". It deals with de-authorizing trappings of furbearing rodents. It has to go before the Senate and ultimately before the governor. After discussion, it was suggested that attorney Schroeder write a letter to the State Assembly - Susan Eggman's office, and indicate its opposition. Therefore,

It was moved, seconded (B. Tholborn/D. MacDonnell) and unanimously carried by the Trustees of Reclamation District 1608 that the District's Engineer and the District's Attorney draft a letter to be sent to Assembly member Susan Eggman in opposition to AB273 and authorize the President's signature.

6. **Levee Superintendent Report.** Request for directions and approvals. Joe Bryson went over his levee superintendent report. On line item 13, he reported that three holes were found on the landside levee by I-5 and Mr. Storage. KSN inspected the holes and found what was believe to be rain water in them. The holes will be filled and compacted and checked in the future.
7. **Report by Trustees on meetings attended and up coming meetings.** No meetings attended.
8. **Report and possible action on Progress of Tasks Assigned at Previous Board Meetings.** No report.
9. **Discussion and direction on Short-Term and Long-Range Goals.** After discussion, it was decided to add Gate Maintenance Policy – Southwest Quadrant – Short Term Goal.
10. **District Calendar.** Discussion and direction. A review of the District calendar notes that a tour of the levee system is due. Attorney Schroeder’s secretary, Elvia Trujillo, will be coordinating the dates with staff and trustees. He also noted that the Fish and Wildlife Maintenance Agreement renewal is coming up and on June 15<sup>th</sup>, the District is to provide notice/make available to the public, documentation/materials regarding determination of Appropriations. A contract for the annual audit should also be arriving from the auditors in June and the final budget will be presented at the June meeting.
11. **Correspondence.** None, except as presented.
12. **Bylaws.** Discussion and Direction regarding amending District Bylaws Article IV to adopt Rosenberg’s Rules of Order and update address. Dan Schroeder presented this item and said that the Roberts Rules of Order are not well suited for public agencies and that Rosenberg’s Rules or Order conform more to public municipalities. Instead of using the Roberts Rules of Orders, it was suggested that the District now use Rosenberg’s Rules of Order. Until several years ago, that is all the Districts had to use but now Rosenberg’s Rules are available and were created by a person more familiar with municipalities. The District Bylaws also need to be updated to make a change in the meeting location address. Both of these actions will be handled by amending the District Bylaws.
13. **Approval of Bills.** The Bills to be Paid List for May, 2019 was presented. One additional bill was received after the report was prepared. It was for Liability and Auto Insurance and the Bills to be Paid list will be amended to reflect this change. Upon review,

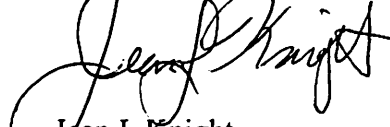
Upon motion duly made, seconded (B. Tholborn/D. MacDonnell) and unanimously carried by the Trustees of Reclamation District 1608, the Bills to be Paid List for May, 2019 as amended, was approved.

**14. Staff Reports.**

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

**15. Adjournment.** The meeting adjourned at 9:50 a.m.

Respectfully submitted,



Jean L Knight  
District Secretary

# ITEM 3.a.

RECLAMATION DISTRICT 1608  
PROPOSED BUDGET FOR FISCAL YEAR 2019-2020

	<b>2019-2020</b>
<b>OPERATIONS &amp; MAINTENANCE EXPENSES</b>	
LEVEE SUPERINTENDENT	\$70,500.00
PART TIME EMPLOYEES	23,000.00
PAYROLL TAXES AND EXPENSES	23,000.00
FENCES & GATES	50,000.00
LOCKS & SIGNS	1,500.00
WEED AND RODENT CONTROL & CLEANUP	14,000.00
LEVEE REPAIR FUND (General Operations & Maintenance)	50,000.00
LEVEE REPAIR FUND (Levee Capital Improvement Projects)	100,000.00
SPECIAL PROJECTS (Sediment Removal Project)	0.00
PUMP SYSTEM MAINTENANCE	2,000.00
WIRELESS SERVICES (Cell and Mobile Computer)	1,800.00
EMERGENCY EQUIPMENT & SUPPLIES	1,000.00
GARBAGE SERVICE	5,500.00
DISTRICT VEHICLE (Fuel, Maintenance & Repairs)	3,500.00
	<b>\$345,800.00</b>
<b>GENERAL EXPENSES</b>	
TRUSTEE FEES	\$9,500.00
SECRETARY FEES	10,000.00
OFFICE EXPENSES (includes storage facility)	1,000.00
GENERAL LEGAL	55,000.00
AUDIT	4,200.00
COUNTY ADMINISTRATION COSTS	7,250.00
PROPERTY & LIABILITY INSURANCE	9,500.00
WORKERS COMPENSATION INSURANCE	8,000.00
ELECTION COSTS	26,000.00
NEWSLETTER & PUBLIC COMMUNICATIONS	12,000.00
	<b>\$142,450.00</b>
<b>ENGINEERING EXPENSES</b>	
GENERAL ENGINEERING	\$22,000.00
PLAN REVIEW ENGINEERING	40,000.00
ADMINISTRATION OF DELTA LEVEE SUBVENTIONS PROGRAM	25,000.00
PERIODIC LEVEE PROPERTY INSPECTIONS AND SURVEYS	25,000.00
ROUTINE LEVEE MAINTENANCE CONSULTATION	10,000.00
ENGINEERING, MGMNT & INSPECTION OF CAPITAL IMP. PROJECTS	35,000.00
DWR 5 YEAR PLAN	50,000.00
MISCELLANEOUS EXPENSES (e.g. travel)	0.00
ASSESSMENT ENGINEERING	2,100.00
SEDIMENT REMOVAL PROJECT	200,000.00
	<b>\$409,100</b>
<b>WARRANT INTEREST EXPENSE</b>	
WARRANT INTEREST EXPENSE	0
<b>TOTAL EXPENDITURES</b>	<b>\$897,350.00</b>

RECLAMATION DISTRICT 1608  
PROPOSED BUDGET FOR FISCAL YEAR 2019-2020

**INCOME**

PROPERTY TAXES	\$208,120.00
INTEREST INCOME	23,000.00
ASSESSMENTS	298,000.00
SUBVENTION REIMBURSEMENT	200,000.00
OTHER REIMBURSABLE EXPENSES (5 Year Plan)	50,000.00

**TOTAL INCOME** \$779,120.00

**NET INCOME** (\$118,230.00)

# ITEM 3.b.



CROCE, SANGUINETTI, & VANDER VEEN<sup>INC</sup>

CERTIFIED PUBLIC ACCOUNTANTS

May 29, 2019

Board of Trustees and Ms. Jean Knight  
**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, 2019. 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, 2019. 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. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of **Reclamation District No. 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.

### **Other Services**

We will also prepare standard, adjusting, or correcting journal entries and assist in preparing the financial statements of **Reclamation District No. 1608** in conformity with U.S. generally accepted accounting principles based on information provided by you. 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. The other services are limited to the services previously defined. 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 relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with 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, 2019 not to exceed \$3,750. 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 then in effect) 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.

Very truly yours,

*Croce, Sanguinetti, & Vander Veen, Inc.*

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

RESPONSE:

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

Secretary signature: \_\_\_\_\_

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

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

Trustee signature: \_\_\_\_\_

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

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



CROCE, SANGUINETTI, & VANDER VEEN<sup>INC</sup>

CERTIFIED PUBLIC ACCOUNTANTS

May 29, 2019

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

We are pleased to confirm our acceptance and understanding of the services we are to provide for **Reclamation District No. 1608** for the year ending June 30, 2019.

You have requested that we prepare the Special Districts Financial Transactions Report of **Reclamation District No. 1608** for the year ending June 30, 2019.

### **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, a conclusion, nor 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, nor provide any assurance on them.

#### **Other Relevant Information**

Pauline Sanguinetti is responsible for supervising the engagement.

We expect our fees for the services set forth in this letter for the fiscal year ended June 30, 2019 not to exceed \$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 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 then in effect) 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, Sanguinetti, & Vander Veen, Inc.*

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

RESPONSE:

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

Secretary signature: \_\_\_\_\_

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

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

Trustee signature: \_\_\_\_\_

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

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

# ITEM 3.c.





3247 W. March Lane, Suite 200, Stockton, CA 95219

Phone (209) 943-2222 Fax (209) 943-2220 Email [bpm@bpmcpa.com](mailto:bpm@bpmcpa.com) Web [bpmcpa.com](http://bpmcpa.com)

April 18, 2019

Reclamation District No. 1608  
Post Office Box 4857  
Stockton, CA 95204

Dear Michael:

BPM LLP ("BPM" or "We" or "Our") is pleased to provide outsourced accounting services to Reclamation District No. 1608 ("Company"). The purpose of this Engagement Letter is to confirm the scope and terms of the engagement. Our Engagement Services ("Services") will be performed in accordance with the American Institute of Certified Public Accountants' *Statements on Standards for Consulting Services No. 1* ("SSCS No. 1") and other applicable professional standards, as well as applicable federal and state law.

As Certified Public Accountants we have a duty to maintain client confidentiality. By signing this engagement letter, you are granting permission for us to provide copies of our relevant working papers relating to your prior period engagements to BPM.

#### **Scope of Services**

Our support services under this Engagement will include, but not necessarily be limited to services the following for the fiscal year ended June 30, 2019:

- Prepare payroll and reconcile your payroll records, payroll tax returns and payroll tax deposits.
- Prepare the annual Forms 1099.
- Workers' compensation reporting.

Should we note significant issues that require additional work not contemplated by this agreement, we will request permission from you to expand or modify the scope of our engagement before proceeding. A separate engagement letter and additional fees may apply.

We understand that management will provide us with the information required for our outsourced accounting services and that management is responsible for the accuracy and completeness of that information. Management will be responsible to maintain all records under a retention policy that meets federal and state guidelines; BPM will comply with such policy, but will not retain any records or data directly. Additionally, management is responsible for assuming all management responsibilities and for overseeing the services to be performed by BPM and accepting responsibility for the results of such services.

We will not audit or otherwise verify data submitted by you that might be used in our work product, but we may ask you to clarify some of it. This engagement is not designed to detect irregularities including fraud and defalcation that may exist in the materials provided to us. However, we will inform you of any evidence or information that comes to our attention during the performance of our engagement that material errors, fraud or illegal acts may have occurred.

Our billing for the services set forth in this letter will be based upon our standard hourly rate for this type of work. In addition, direct out-of-pocket expenses such as travel, outside consultations, lodging and other similar expenses are billed at our cost. Indirect expenses such as telephone, fax, postage, photocopy and technology services are billed at 7% of our fees. 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, our fees will be adjusted accordingly.

Any services requested by you that are not included in this letter will be billed at our standard hourly rates. Your cooperation and assistance is necessary to the successful completion of the services and can significantly affect our fees.

See Exhibit A: Consulting Engagement Letter Terms & Conditions for discussion of such matters as Confidentiality, Record Retention, Fees and Payment Schedule, and Dispute Resolution.

### **Services Not Included**

Under our scope of work, BPM will not be assisting in tax compliance or preparing the financial statements for Management or performing other advisory or consulting services other than those explicitly listed herein or in a separate engagement letter. We will not audit or otherwise verify data submitted by you that might be used in our work product. We will not perform any Anti-Money Laundering (AML) procedures or Know Your Customer (KYC) processes on behalf of the Company. We do not at any time provide legal counsel services of any type.

Our advice and related recommendations will be based on our knowledge, training and experience, but at all times, the decisions you make are strictly yours, as is the responsibility for the financial records of your company. We encourage you to reflect on our recommendations and implement what you believe is best for your company. BPM is following the accounting policies and procedures that are the responsibility of Management. Any accounting positions that are taken would be subject to the Company's tax preparer scrutiny, and not the responsibility of BPM unless specifically agreed to in a separate engagement agreement.

### **Limitation of Engagement**

Company acknowledges that it is hiring BPM under this Engagement Letter to provide outsourced accounting services. This engagement shall not constitute an audit, review or compilation, or any other type of financial statement or reporting engagement that is subject to the rules of the AICPA or other such state or national professional accounting bodies.

This engagement is not designed to detect irregularities including fraud and defalcation that may exist in the materials provided to us. However, we will inform you of any evidence or information that comes to our attention during the performance of our engagement that material errors, fraud or illegal acts may have occurred.

By signing this letter, you agree that:

- BPM shall not perform any management functions or make any management decisions for Company. However, BPM may provide advice, research, and recommendations to assist Company in performing its management functions and making its management decisions.
- Company shall make all management decisions and perform all management functions that relate to the interpretation and use of the information provided by BPM.
- Company shall designate an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee BPM's services.
- Company shall evaluate the adequacy and results of the services performed.
- Company shall accept responsibility for the results of the services provided.

Company further acknowledges that all advice (written or oral) given by BPM in connection with this engagement is solely for the benefit and use of Company and its owners, and that no third party is entitled to rely on any such advice or communication.

BPM is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the services we provide, non-CPA owners may be involved in providing services to you now and in the future.

The Company agrees that it will not, directly or indirectly, agree to assign or transfer any claim against BPM LLP or any subsidiary arising out of this engagement to anyone.

BPM receives the preponderance of its business through referral from financial institutions, private equity sponsors, venture capital firms, attorneys and other professionals. The firm has no exclusive relationships with any referral source.

We appreciate the opportunity to be of service to you and believe this letter accurately summarize the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy to confirm your understanding, and return it to us.

Sincerely,

**BPM LLP**

ACKNOWLEDGED:

Reclamation District No. 1608 by and through its duly authorized representative, understands and agrees to the terms of this engagement letter and the attached Exhibit A, Consulting Engagement Letter Terms & Conditions.

By: \_\_\_\_\_  
Michael Panzer

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

Title: President

## **Exhibit A: Consulting Engagement Letter Terms & Conditions**

### Fees and Payment Schedule

Our billings are due and payable upon receipt and will be considered past due after 30 days. We will assess a finance charge on any balances that are more than 90 days past due at the rate of 12% per annum (1% per month). If the Company fails to meet any payment obligation under this Engagement Letter, BPM may immediately suspend performance of the Services to be performed or terminate this Engagement Letter. If we elect to suspend performance due to nonpayment, the Services will not be resumed until your account is paid as agreed, including any retainer that we may require to continue the Services under this arrangement. Alternatively, if we elect to terminate the Engagement Letter due to nonpayment, you will be obligated to compensate us for all time and expenses incurred through the date of such termination.

### Records Retention

Management will be responsible to maintain all records under a retention policy that meets Federal and State guidelines; BPM will comply with such policies, but will not be retaining any records or data directly. We do not keep any original Company documents, so we will return those to you upon completion of the services rendered under this engagement, if any. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any governmental or regulatory agencies. By your signature on this letter, you acknowledge and agree that upon providing all records under your policies, BPM shall be free to destroy our records related to this engagement without further notification. In no case will BPM be required to keep any documentation for longer than seven years.

### Dispute Resolution

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties. Disputes are governed by California law and any mediation, arbitration or litigation will be held in California.

Company and accountant both agree that any dispute solely over fees charged by the accountant to the Company will be submitted for resolution by arbitration to Judicial Arbitration and Mediation Service (JAMS) in accordance with the Code of Civil Procedure §1280 to 1294. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

### Confidentiality

The parties acknowledge that BPM, in performing services hereunder, may acquire certain confidential information relating to the Company. BPM agrees to refrain, during and after the expiration or termination of this Agreement with or without cause, from divulging or disclosing any matters relating to the Company's business or research or such activities that may become known to us by reason of this Agreement or otherwise except as may be necessary to carry out the duties of this Agreement or as may be required by law. BPM shall treat the existence, terms, and subject matter of this letter as confidential information pursuant hereto. BPM further agrees to prevent its agents and employees from divulging or disclosing any such matters. BPM acknowledges and agrees that the existing or future services, products, operations, management, business, financial status, goals, strategies, and objectives of the Company are confidential in nature, except to the extent that such information is generally available or known to the public, in each case, other than by disclosure of such information by BPM. BPM shall not publish or otherwise disclose any confidential information learned as a result of this engagement without the Company's prior written approval.

### Right to assign

BPM LLP (“BPM”) shall have the right to assign its rights to perform a portion of the services described above to any employees of our subsidiaries located outside the United States, affiliates, agents, or contractors (collectively, a “Permitted Assignee”) without the Company’s prior consent. If such assignment is made, the Company agrees that, unless it enters into an engagement letter directly with the Permitted Assignee, all of the applicable terms and conditions of this agreement shall apply to the Permitted Assignee. We agree that we shall not permit the Permitted Assignee to perform any work until it agrees to be bound by the applicable terms and conditions of this agreement. We further agree that we will remain primarily responsible for the services described above, unless we and the Company agree otherwise, and we will properly supervise the work of the Permitted Assignee to ensure that all such services are performed in accordance with applicable professional standards. From time to time, and depending on the circumstances, Permitted Assignees located in other countries may participate in the services we provide to the Company. In some cases, we may transfer information to or from the United States or another country. Although applicable privacy laws may vary depending on the jurisdiction, and may provide less or different protection than those of the Company’s home country, we require that all Permitted Assignees observe our policies concerning any confidential Company information that we provide to them.

### Hiring of Personnel

Company acknowledges that the value of the services provided by BPM results from the experience and knowledge of its employees and/or agents. Company agrees not to solicit, recruit, contract or otherwise engage the services of BPM’s employees engaged in providing services under this engagement, in any capacity, either during the term of this agreement or for a period of one (1) year following the termination of this agreement. BPM agrees not to solicit, recruit or hire any present employees of Company without their prior approval. Nothing in this paragraph shall prevent employment resulting from such personnel’s response to general solicitations or advertisements.

### Working Paper Access Requests by Regulators and Others

State, federal and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

### Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

#### Other Limitations

BPM's liability for all claims, damages, and costs arising from this engagement is limited to the total amount of fees paid by you to BPM for services rendered under this agreement.

You agree to indemnify, defend, and hold harmless BPM and any of its partners, principals, shareholders, officers, directors, members, employees, agents or assigns with respect to any and all claims made by third parties arising from this engagement, regardless of the nature of the claim, and including the negligence of any party, excepting claims arising from the gross negligence or intentional acts of the BPM.

In the event of a dispute, you and we agree that the courts of the state of California shall have jurisdiction, and we agree to submit all disputes to the California Courts, which is the proper and most convenient venue for resolution. We also agree that the law of the state of California shall govern all such disputes.

You agree that any claim arising out of this Agreement shall be commenced within one (1) year of the delivery of the work product to you, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against BPM.

**ITEM 4.d.**

**RECLAMATION DISTRICT NO. 1608  
RESOLUTION 2019-05**

**RESOLUTION RE-APPROVING AND ADOPTING RECLAMATION DISTRICT 1608  
LINCOLN VILLAGE WEST EMERGENCY OPERATIONS PLAN**

WHEREAS, Reclamation District 1608 ("District") has an existing emergency operations plan last revised on February 3, 2016 (the "Plan");

WHEREAS, Section 7.1 of the District's Plan requires the District to review and re-approve the Plan at least every three years; and

WHEREAS, the Board of Trustees now desires to review, amend as necessary, and re-adopt the District's Plan; and

WHEREAS, the District's Board of Trustees has reviewed, and desires to adopt, that certain Reclamation District 1608 Lincoln Village West Emergency Operations Plan, attached hereto.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Reclamation District 1608 Lincoln Village West Emergency Operations Plan attached hereto is re-approved and is adopted by the Board, and will replace any prior existing District emergency operation plan(s).

PASSED AND ADOPTED by the Board of Trustees of Reclamation District No. 1608 at a meeting thereof held on this 5th day of June, 2019, by the following vote, TO WIT:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

ABSENT: \_\_\_\_\_

RECLAMATION DISTRICT NO. 1608  
A Political Subdivision of the  
State of California

By: \_\_\_\_\_  
MICHAEL R. PANZER, President



ATTEST:

---

JEAN KNIGHT, Secretary

CERTIFICATION

I, JEAN KNIGHT, Secretary of Reclamation District No. 1608, do hereby certify that the foregoing is a full, true and correct copy of a resolution of Reclamation District No. 1608 duly passed and adopted at a regular meeting of the Board of Trustees thereof held on the 5th day of February, 2019.

Dated: \_\_\_\_\_, 201\_.

---

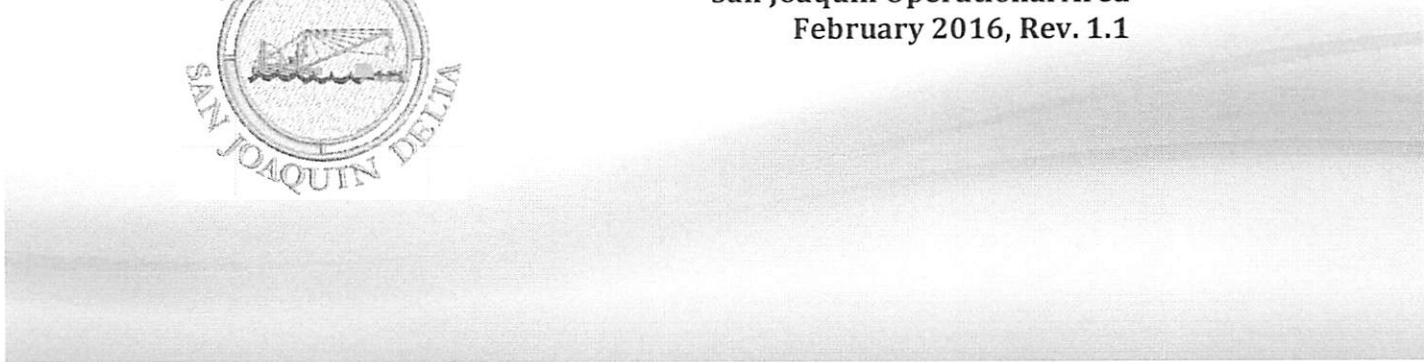
JEAN KNIGHT, Secretary  
Reclamation District No. 1608

# Reclamation District 1608 Lincoln Village West

Emergency Operations Plan  
(California Water Code Section 9650)



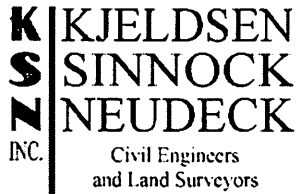
**San Joaquin Operational Area  
February 2016, Rev. 1.1**



This document was last updated on February 2, 2016.

Prepared by KJELDEN SINNOCK & NEUDECK, INC. for Reclamation District 1608– Lincoln Village West, with funds awarded under the California Department of Water Resources Flood Emergency Response Grant Program—Delta, Contract No. 4600010754.

This document satisfies the requirements of California Water Code Section 9650.



Kjeldsen, Sinnock & Neudeck, Inc.  
711 N. Pershing Ave  
Stockton CA 95203  
KSN by Phone:  
(209) 946-0268  
(916) 403-5900

**RECLAMATION DISTRICT NO. 1608  
RESOLUTION 2016-02**

**RESOLUTION APPROVING AND ADOPTING RECLAMATION DISTRICT 1608  
LINCOLN VILLAGE WEST EMERGENCY OPERATIONS PLAN**

WHEREAS, Reclamation District 1608 ("District") has an existing emergency operations plan last revised on March 4, 2011;

WHEREAS, the Board of Trustees now desires to update the District's emergency operations plan;

WHEREAS, the engineering firm of Kjeldsen Sinnock & Neudeck has prepared an updated Reclamation District 1608 Lincoln Village West Emergency Operations Plan ("Plan") attached hereto, and has presented the Plan to the Board;

WHEREAS, the Board of Trustees ("Board") of Reclamation District 1608 ("District") has reviewed, and desires to adopt, that certain Reclamation District 1608 Lincoln Village West Emergency Operations Plan ("Plan"), attached hereto as prepared by Kjeldsen Sinnock & Neudeck, Inc.;


NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Plan attached hereto is approved and is adopted by the Board, and will replace any prior existing District emergency operation plan(s).


PASSED AND ADOPTED by the Board of Trustees of Reclamation District No. 1608 at a meeting thereof held on this 3rd day of February, 2016, by the following vote, TO WIT:

AYES:	<u>2</u>
NOES:	<u>0</u>
ABSTENTION:	<u>0</u>
ABSENT:	<u>1</u>

RECLAMATION DISTRICT NO. 1608  
A Political Subdivision of the  
State of California

By:   
\_\_\_\_\_  
Brett L. Tholborn, Trustee

ATTEST:

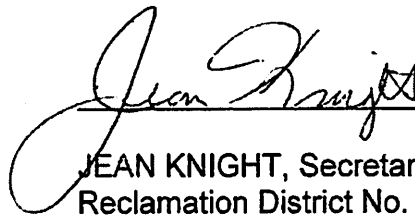
  
\_\_\_\_\_  
JEAN KNIGHT, Secretary

CERTIFICATION

I, JEAN KNIGHT, Secretary of Reclamation District No. 1608, do hereby certify that the foregoing is a full, true and correct copy of a resolution of Reclamation District No. 1608 duly passed and adopted at a regular meeting of the Board of Trustees thereof held on the 3rd day of February, 2016.

Dated: February 3, 2016

-

  
\_\_\_\_\_  
JEAN KNIGHT, Secretary  
Reclamation District No. 1608

# Plan Promulgation

February 2, 2016

To whom it may concern:

This document and accompanying annex map, having been duly reviewed and approved by the Board of Trustees of Reclamation District 1608 – Lincoln Village West (hereinafter referred to as Reclamation District 1608), is hereby promulgated as the official emergency plan of the District. District staff are hereby directed to use this plan as the basis for emergency response to flood events. This plan meets the safety plan requirements of Section 9650 of the California Water Code and is compliant with the National Incident Management System and National Response Framework.

The District Secretary is hereby directed to distribute this plan to outside agencies in accordance with the Record of Initial Distribution to ensure proper inter-agency coordination during emergency operations. Copies of the plan shall be provided to additional agencies upon request.

The District Secretary, District Legal Counsel and District Engineer shall review this plan and accompanying annex annually for needed changes and updates. The District Secretary, District Legal Counsel and District Engineer are authorized to make routine updates and minor changes to the plan required by changes in district operations and personnel and changes to outside agency plans that affect district operations.

The Board of Trustees of Reclamation District 1608 shall review this plan at least once every three years and after any major flood event where the plan was used to guide District response. The District Secretary shall maintain a record of Board plan reviews and approval actions in accordance with District documentation procedures and policies.

Sincerely,



*BRETT L. HOLBOEN, TRUSTEE FOR*  
Michael Panzer, President  
Board of Trustees  
Reclamation District 1608

## Record of Changes

Revision #	Sections Revised	Date of Distribution	Name of Approving Authority
1.1	2.2.3; 3.2.1	02/03/16	DS, KSN, RD 1608

## Record of Initial Distribution

Agency Name	Address	Date Provided
San Joaquin County Office of Emergency Services	2101 E. Earhart Stockton, CA	
City of Stockton Office of Emergency Services	425 N. El Dorado Stockton, CA	
Department of Water Resources Flood Operations Branch	3310 El Camino Ave Sacramento, CA	
California Office of Emergency Services, Inland Region	630 Sequoia Pacific Blvd. Sacramento, CA 95811	
Central Valley Flood Protection Board	3310 El Camino Ave., Rm 151 Sacramento, CA 95821	



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# Section 1 - Plan Introduction

## 1.1 Purpose

The purpose of this Flood Safety Plan is to ensure the effective performance of Reclamation District 1608 responsibilities in a flood emergency in collaboration with other jurisdictions performing emergency functions within and around the District. This plan is to be used in conjunction with the emergency operations plans of the State of California and the San Joaquin Operational Area (SJOA) to facilitate multi-jurisdictional coordination within District boundaries. Although this is a public document, specific procedures and information of a sensitive nature as well as personal information may be edited out of publicly available versions. The full document is subject to restricted-use handling procedures. This plan meets the requirements of Section 9650 of the California Water Code.

## 1.2 Scope

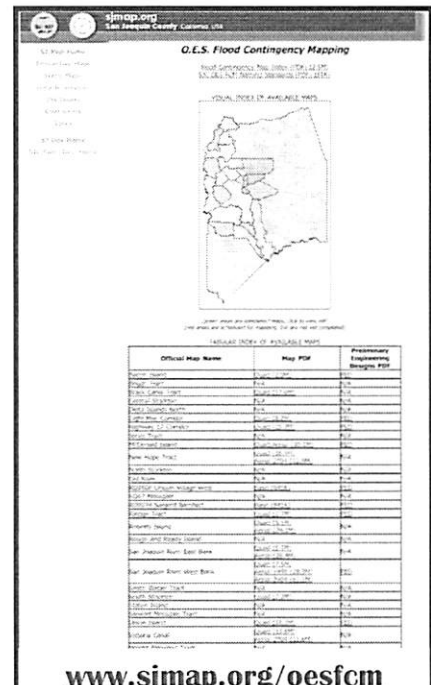
Reclamation District 1608 is a political subdivision of the State of California with independent jurisdiction and responsibility for the operation and maintenance of the levee system within its jurisdictional boundaries. This District emergency operations plan covers only detailed procedures for District responsibilities. Operational plans of other jurisdictions with public safety responsibilities within the District are referenced in this plan.

This plan will cover in detail the following;

- District Flood Preparedness Procedures
- District Levee Patrol Procedures
- District Flood Fight Procedures
- District Flood Water Removal Procedures
- District Recovery and After-Action Procedures

## 1.3 Plan Structure

This Flood Safety Plan is structured as a traditional functional emergency operations plan in accordance with Comprehensive Preparedness Guide (CPG) 101 v. 2.0 issued by the Federal Emergency Management Agency (FEMA). Consistent with that guidance, and because of the District's limited responsibilities and lack of internal departments, this emergency operations plan consists of this Basic Plan and one hazard-specific annex, Annex A – Flood Contingency Map (Annex A). The District's existing flood contingency map will constitute Annex A containing the District's specific flood response procedures. The most current Annex A for the district can be accessed at the SJOA flood contingency map website (Figure 1.1).



[www.sjmap.org/oesfcm](http://www.sjmap.org/oesfcm)  
 maintained by San Joaquin  
 Operational Area  
 Figure 1.1

## **Section 2 - Concept of Operations**

### **2.1 Situation Overview**

See the SJOA Hazard Mitigation Plan for a comprehensive flood risk assessment for the County of San Joaquin. See Annex A for District boundaries, levees, pumping stations, supply depots, historical flooding summary, locations of past breaches and areas of historic seepage or erosion, topography, and characteristics of waterways fronting District levees.

Reclamation District 1608 is an independent public entity charged by the State of California to protect and maintain the levees providing flood protection to the area of northwest Stockton commonly known as Lincoln Village West.

Reclamation District 1608 is bordered on the north by Five Mile Slough, on the west and south by Fourteen Mile Slough, and on the east by Swenson Golf Course and Plymouth Road. The crown of the District levees along Fourteen Mile Slough and Five Mile Slough are at approximate elevation 13.2 (NAVD 88). The ground elevation for most of the District is approximately elevation 2.5 (NAVD 88), rising to approximately elevation 5.0 at the Swenson Golf Course border.

Fourteen Mile Slough is connected to the waters of the San Joaquin Delta and is therefore influenced by the tidal stages.

Five Mile Slough is no longer directly connected to the San Joaquin Delta and the tidal stages. A gated weir and pump station was constructed at the confluence of Five Mile Slough and Fourteen Mile Slough which controls tidal flows from entering Five Mile Slough. When the gates are fully open, Five Mile Slough is directly connected to the Delta tidal stage and its fluctuations. When the gates are closed, Five Mile Slough is isolated from the Delta and is not affected by tidal stages. The gates are controlled to minimize high tide fluctuations from backing up into the area east of the gated weir.

Reclamation District 1608 is a heavily populated urban area with an overall population of less than 10,000. Notable critical infrastructure on Reclamation District 1608 is Interstate 5 and additional infrastructure information is contained in Annex A.

### **2.2. General Approach to Seasonal Flood Operations**

District staff will carry out routine preparedness activities at the beginning of flood season as described in below. Annex A of this plan describes the concept of operations for active District flood fight activities. Section 3, Organization and Responsibilities, of this Basic Plan describes authorities and responsibilities for performing routine and emergency activities.

#### **2.2.1 Routine Preparedness and Infrastructure Maintenance**

District performs the following routine preparedness actions.

1. Inspect District levees once a week on a routine basis
2. Ongoing and routine baiting and grouting program for ground rodents
3. Ongoing and routine vegetation control program
4. Annual inspection and inventory of District flood fight supplies

5. Semi-annual joint inspection of levees with State inspectors
6. Periodic joint inspection of levees with Federal inspectors
7. Annual inspection and maintenance of access control gates on levees

District owns and maintains one (1) pumping station for internal drainage control.

**2.2.2 Monitoring and Analysis**

The District will monitor and analyze water conditions, elevations, and forecasts for waterways affecting District levees throughout flood season for the purpose of promptly identifying heightened threats to the integrity of District levee systems. The objective of this monitoring effort is to identify conditions that warrant additional actions beyond routine flood season preparedness activities. Those conditions are as follows:

- Above normal conditions of storm runoff, snow melt, high winds, or high water (including high tide) that would warrant increased observation of levee stability

The District will use the Venice Island gauge to monitor tidal conditions and use visual reference as information sources in its monitoring effort. The Mossdale gauge (SJ River) and Benson’s Ferry (Mokelumne River) gauges will be used as secondary monitoring sources.

**2.2.3 Alerting, Activation, and Initial Response**

The following actions will be taken when the trigger condition is identified by District personnel. These actions may be taken by District personnel at any time or if tidal condition conditions are potentially affecting the levees and drainage system and warrant such action.

<b>Action</b>	<b>Trigger Condition</b>
Alert the District Board of Trustees and personnel; Issue Delegation of Authority letter appointing District Incident Commander	Official prediction that 8.0’ (NAVD 88 datum) tide will be reached at Venice Island Gauge
Activate District personnel and initiate once per hour focused levee inspections along district levee; Contact City of Stockton Fire/OES, San Joaquin County OES and San Joaquin County Sheriff	Potential threat to levee integrity and/or El. 8.0’ (NAVD 88) tide at Venice Island Gauge (Flood Warning Stage); meet at pre-determined Command Post location;
Initiate 24-hour continuous levee patrols	El. 9.0’ (NAVD 88) at Venice Island Gauge (Flood Emergency Stage)
Contact the State-Federal Flood Operations Center	Identified problem on levee

The District does not use “phases” where objective conditions trigger a group of actions. Each action indicated will be taken upon reaching the trigger condition shown or if District personnel feel it is warranted. As noted below, the District Superintendent and/or Engineer and District personnel are responsible for monitoring objective conditions affecting the District.

District personnel will take all of the above actions upon the identification, or verified report, of any out of the ordinary condition on a District levee that presents a potential risk of failure.

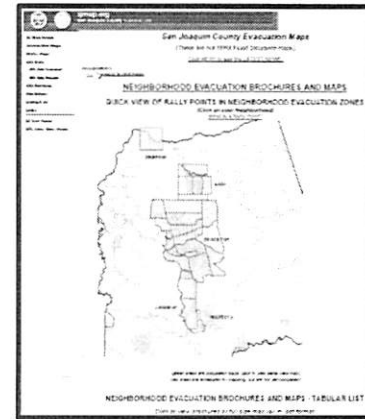
### 2.3 Public Alert and Warning

The District will promptly notify jurisdictions responsible for alerting and warning of the general public upon identification of a threat to District levees. The District will provide detailed information on the characteristics of the threat and will assist, to the extent possible, with notification of the public if requested. All alert and warning of the general public will be carried out in accordance with the plans of protected jurisdictions.

Jurisdictions responsible for alerting and warning of the general public within District:

- **City of Stockton**
- **County of San Joaquin**

Alerting and warning will be conducted jointly by these jurisdictions through the SJOA using the procedures contained in the SJOA Warning Annex (see [www.sjgov.org/oes](http://www.sjgov.org/oes)). The District will provide a representative to the Operational Area (OA) and SJOA Joint Information Center (JIC) to assist with alert and warning messages if requested.



**General Public Evacuation Maps and Brochures website**  
**[www.sjmap.org/evacmaps](http://www.sjmap.org/evacmaps)**  
**maintained by San Joaquin Operational Area**

Figure 2.1

Evacuation maps and brochures for the public are available at a dedicated website maintained by SJOA (See Figure 2.1). These maps contain information on receiving alerts and warnings within the District along with evacuation and safety instructions.

### 2.4 Flood Fight Operations

Flood fight operations, including levee patrol, will be conducted in accordance with the procedures in this Basic Plan and those shown on Annex A. Annex A displays the District's concept of operations for emergency communications, patrol, flood fight, and dewatering operations. This concept of operations and response procedures will be modified as needed by the District Incident Commander to meet the demands of actual emergency conditions. Plans of jurisdictions with responsibility for warning and evacuation within the District are referenced on Annex A as well as in this plan.

### 2.5 Federal and State Disaster Assistance

The District's policy is to maintain mitigation and emergency plans and procedures, and the physical condition of its levees at the level required to be eligible for disaster assistance under the federal Stafford Act and PL84-99 program and the California Disaster Assistance Act. Emergency operations will be conducted and documented in compliance with conditions of those programs for reimbursement of disaster expenses. The District has assigned its contract engineering firm to maintain necessary documentation during an

emergency and to participate in any available assistance programs after a disaster on behalf of the District.

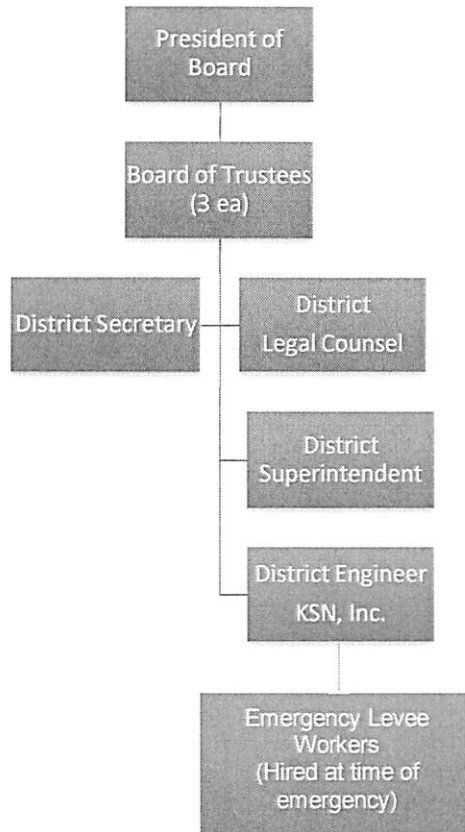
To ensure that the District takes steps to quickly access the recovery process, these actions should be considered if an incident is imminent or occurring:

- PL-84-99:
  - Contact DWR Flood Operations Center
  - Follow-up call to USACE District office that a request was made to DWR
  - Notify OA of PL84-99 request, send copy of written request
  
- State and other Federal programs:
  - Request San Joaquin County to Proclaim the Existence of a Local Emergency
  - Notify District administration when the Proclamation is established

## Section 3 – Organization and Assignment of Responsibilities

### 3.1 Organization

The District will use its paid, contract, and volunteer staff as shown below to perform its responsibilities in a flood emergency.



District hires additional staff under the job description of “Emergency Levee Worker” for levee patrol once monitoring efforts indicate that conditions for initiating levee patrol will be reached. Emergency workers will work under the designated District Incident Commander.

### 3.2 Assignment of Responsibilities

The District Board of Trustees has made the following assignments of authority and responsibility to ensure that needed emergency actions can be taken promptly and efficiently.

#### 3.2.1 *Make Legal and Financial Commitments on behalf of District*

In situations where there is insufficient time for Board action, any single trustee, the District Superintendent and/or Engineer, the District Secretary, or District Legal Counsel are authorized, once the Board has concurred that a local emergency is occurring, to 1) make a legal or financial commitment on behalf of District during emergency operations and 2) purchase additional flood fight supplies or materials. The limit to the commitment that can be made shall be determined based on the immediate need to address the emergency until



additional Board authority is obtained. Any single trustee, the District Superintendent and/or Engineer, or the District Legal Counsel can take these actions upon recognition of a threat to levee integrity even without prior Board concurrence that a local emergency is occurring, but in this case the Board must be notified of the action within 24-hours, as documented on the RD 1608 Decision Making Authority Resolution (see Attachment 5).

### *3.2.2 Represent District in Operational Area Emergency Management Committee*

The District Superintendent and/or District Engineer are authorized and responsible for representing the District at unified field commands as may be established by the SJOA. They are also responsible for representing the District at the SJOA management committee. These District representatives may speak for the District in matters of the condition of District levees, input to protective action decisions being made by public safety agencies, and any requests to modify or conform District response that come out of the multi-agency coordination process.

The Board President or another Trustee if the Board President is unavailable will issue a Delegation of Authority letter (see Attachment 2) confirming and defining these specific authorities at the time of an emergency and formally identify the District Incident Commander and Deputy Incident Commander upon reaching the trigger condition described in Section 2.2.3.

### *3.2.3 Provide Public Information*

The District Legal Counsel and the District Engineer are authorized to speak to the media on behalf of the District as part of the SJOA JIC.

### *3.2.4 Maintain Emergency Equipment, Supplies, and Resources*

The District Superintendent is authorized and responsible for maintaining District equipment, supplies, and resources for emergency response (see Attachment 4). The Superintendent will ensure that supplies are maintained at inventory levels set by the Board or at any minimum levels that may be set by the Department of Water Resources guidance or statutes.

### *3.2.5 Monitor Water Conditions, Elevations, and Forecasts*

The District Engineer and Superintendent are responsible for monitoring water conditions, elevations, and forecasts for the purpose of identifying conditions warranting additional action beyond routine flood preparedness as outlined in this plan.

### *3.2.6 Activate and/or Direct District Staff During Emergency Operations*

The District Engineer is authorized and responsible for:

- Activating District staff and resources
- Requesting or providing mutual aid assistance from public agencies
- Supervising District staff, contractors, and/or mutual aid resources assigned to District for 1) levee patrol, 2) flood fight operations, and 3) District de-watering operations.

The Board President or another Trustee if the Board President is unavailable will issue a Delegation of Authority letter (see Attachment 2) confirming and defining these authorities as noted in Section 3.2.2.

The Board will use the emergency resolution template (see Attachment 3) to proclaim a local emergency.

*3.2.7 Document Expenditures, Emergency Actions, and Requests for Mutual Aid*

The District Engineer is authorized and responsible for maintaining necessary documentation of emergency expenditures, damage to District infrastructure, and use of supply inventories in accordance with the requirements of federal and state disaster assistance programs.

The District Engineer is authorized and responsible for the preparation and submission of disaster assistance claims during the recovery period through all federal and state disaster assistance programs that may be applicable and relevant to District costs.

## **Section 4 – Direction, Control and Coordination**

### **4.1 Management and Control of District Operations and Coordination within District**

District staff authorized and responsible for carrying out the actions outlined in Section 3, Organization and Responsibilities, will use the direction, control, and coordination facilities and processes described in this section. Communications and logistics systems for command, coordination, and response are described in Sections 5 and 6.

District staff will use the National Incident Management System (NIMS), and the Standardized Emergency Management System (SEMS), to organize District response activities. District staff will comply with the procedures of the San Joaquin County Unified Flood Fight Command to which the District is assigned, the SJOA Multi-Agency Coordination System (MACS) or any other “as needed” command structure put in place by local officials for purposes of inter-agency coordination.

#### ***4.1.1. Management and Policy***

The District shall maintain direction and control of District operations during emergency periods. The District Board of Trustees shall meet and confer as deemed necessary by the President during emergency operations to perform their policy making and financial responsibilities during emergency response operations. Board meetings will occur in the field or if needed at the office of the District.

The Board President will issue a Delegation of Authority letter (see Attachment 2) upon reaching the trigger condition indicated in Section 2.2.3.

#### ***4.1.2 District Incident Command***

The District will appoint one incident commander to manage all incidents occurring on the District levee system as an “incident complex” during any single disaster event as allowed in NIMS protocols. The District will operate on a 24-hour operational period.

#### ***4.1.3 Incident Command Facilities***

The primary command post is located at the Lincoln Village West Marina, In-Shape City at the Marina. If conditions render this location inaccessible, the back-up command post is located at Mable Barron Elementary School, 6835 Cumberland Place. If the back-up location is to be used, contact must be made with the Lincoln Unified School District Superintendent of Schools, for coordination. District activities will be organized and coordinated in the field or at other incident command facilities established by public safety agencies or the SJOA on an as needed basis.

### **4.2 Management and Coordination with Other Jurisdictions**

The District will ensure that proper management and coordination is maintained with 1) other public agencies and jurisdictions operating within the District, 2) neighboring reclamation districts, and 3) the SJOA. The following procedures will be followed to accomplish this function.

#### *4.2.1 Unified Flood Fight Command Post*

The County of San Joaquin has established four pre-planned unified flood fight commands with pre-identified command post locations to facilitate coordination and mutual aid between neighboring reclamation Districts and supporting city/county, state, and federal agencies. The District Superintendent or District Engineer will report to the District's assigned unified flood fight command to coordinate the development and implementation of incident action plans. Unified situation assessment, resources, and tactical planning of multi-agency flood fight activities will take place within this unified command. See Unified Flood Fight Command Map at [www.sjmap.org/oesfcm](http://www.sjmap.org/oesfcm).

Reclamation District 1608 is a member of the METROPOLITAN UNIFIED FLOOD FIGHT COMMAND established by the SJOA. The Metropolitan Unified Flood Fight Command meets at the SJOA Emergency Operations Center, 2101 E. Earhart Avenue, Stockton. The boundaries and assignments to this command may be viewed on the SJ County Unified Flood Fight Command Map available at [www.sjmap.org/oesfcm](http://www.sjmap.org/oesfcm).

#### *4.2.2 San Joaquin Operational Area Emergency Operations Center*

The County of San Joaquin maintains and hosts the SJOA Emergency Operations Center (EOC) at 2101 E. Earhart Avenue, Stockton, in the Robert J. Cabral Agricultural Center. There could be other emergency facilities established under the OA-EOC located in separate locations.

The OA Multi-Agency Coordination Group (MAC Group) may be activated to assist the EOC Director prioritize incidents for allocation of scarce resources, including mutual aid, assists Planning/Intelligence in information sharing, and conduct resource coordination processes in accordance with the procedures maintained by San Joaquin County Office of Emergency Services. This group works closely with the OA-EOC Logistics Section.

The SJOA Planning/Intelligence Section will provide disaster intelligence and situational status to participating jurisdictions upon activation in an emergency. This District will participate as needed in this disaster intelligence and information sharing process. See [www.sjgov.org/oes](http://www.sjgov.org/oes) for relevant SJOA plans.

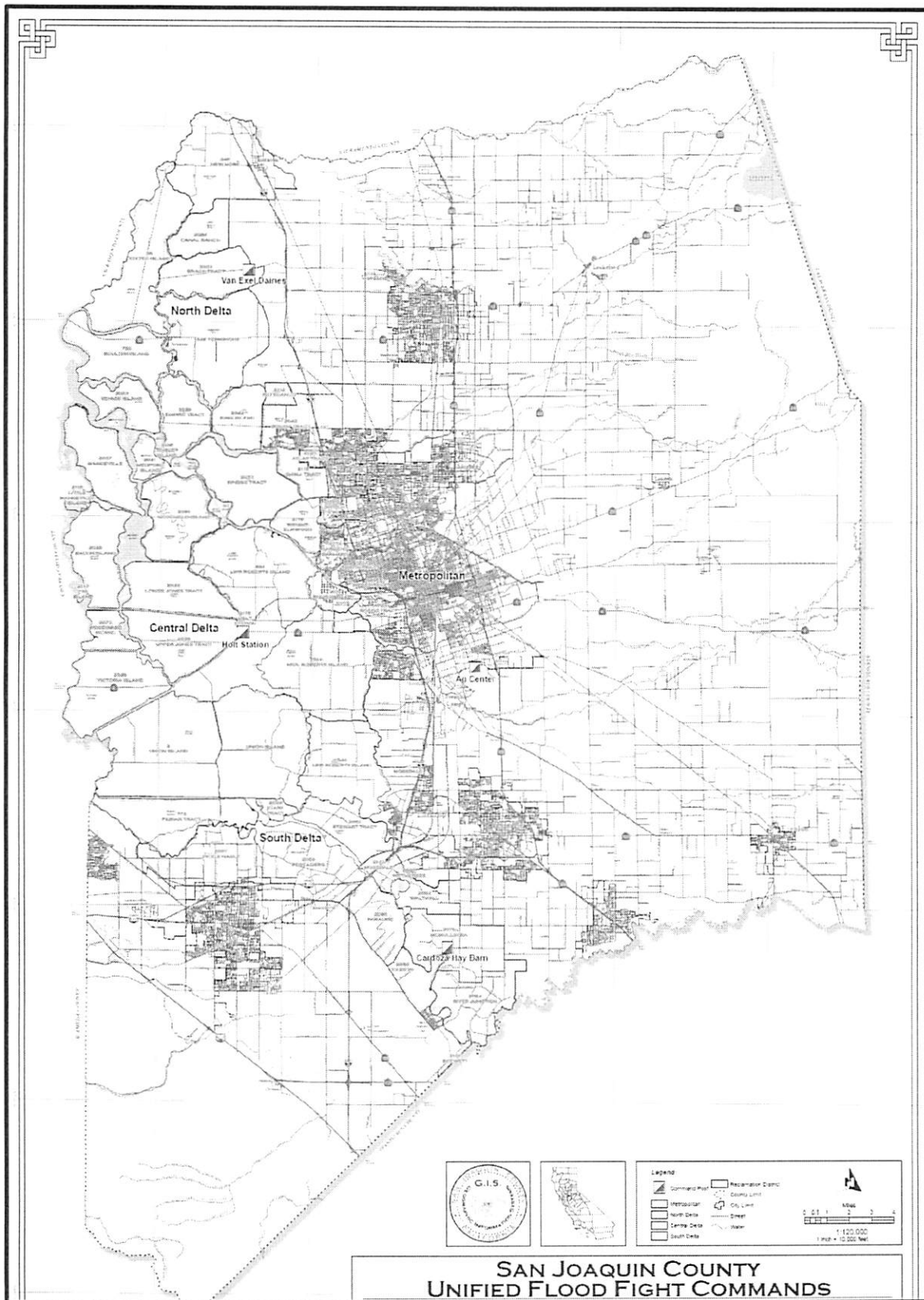
Reclamation District 1608 is a signatory to the SJOA Agreement and as such its Superintendent and Engineer will participate in SJOA multi-agency coordination processes and procedures on behalf of the District. General travel time from District to the SJOA Emergency Operations Center is 20-30 minutes. District representative may remotely communicate with the SJOA EOC through cellular telephone.

#### *4.2.3 State-Federal Flood Operations Center*

The Department of Water Resources has special authority under Water Code Section 128 to assist reclamation Districts with flood fight operations. The Department of Water Resources maintains the State-Federal Flood Operations Center (FOC) to perform these functions and support the operations of other State and Federal agencies. The District will maintain communications with the FOC in order to receive and provide information with that facility and to request technical assistance. The District will communicate with the flood operations

center through telephone systems or at Metropolitan Unified Flood Fight Command multi-agency coordination activities where FOC representatives are present.

Figure 4.1 Unified Flood Fight Commands



*4.2.4 San Joaquin Operational Area Joint Information Center*

Public Information to the general public will also be coordinated, planned, and carried out through the SJOA JIC. The District will assist with public information as requested through the OA. See [www.sjgov.org/oes](http://www.sjgov.org/oes) for relevant SJOA plans and procedures.

The District will provide a Public Information Officer (PIO) as requested who will have authority to approve information releases. The District PIO will identify the location and schedule of the JIC from the SJOA PIO at the beginning of the flood event.

## **Section 5 - Communications**

### **5.1 Communications Organization**

The District will maintain adequate communications equipment to implement this emergency plan. This section identifies equipment and/or systems available for communications,

1. Between District staff, contractors, and other staff working under District supervision
2. With other public agencies operating within the District
3. With neighboring reclamation Districts
4. With the SJOA EOC
5. With the State Flood Operations Center

### **5.2 District Communications**

The District does not own or operate communications equipment. The District will rely on personal cell phones of its staff and trustees to maintain communications between the Board of Trustees, the District Engineer, the District Superintendent and other response staff that may be hired during the emergency period. In the event of failure of cellular telephone systems the District will use messengers to transmit information between its staff and other jurisdictions as well as regularly scheduled coordination meetings of the field unified commands and the SJOA organization.

### **5.3 Communications with Other Jurisdictions**

The District will maintain communications with other jurisdictions by cellular telephone and by participation in meetings of the Metropolitan Unified Flood Fight Command. The OA may assign radio or phone communications equipment to the District if this will provide reliable contact.

#### ***5.3.1 San Joaquin Operational Area EOC***

The District will maintain communications with the SJOA EOC by cellular telephone and participation in scheduled meetings of the SJOA management group. District will maintain telephone numbers assigned by SJOA for use by reclamation districts.

#### ***5.3.2 Department of Water Resources State-Federal Flood Operations Center***

The District will communicate with the Flood Operations Center by cellular telephone. Additional communications equipment may also be provided to ensure contact.



## **Section 6 - Logistics and Finance/Administration**

### **6.1 Mutual Aid**

The County is a signatory to the California Master Mutual Aid Agreement and the District to the SJOA Agreement. District staff will follow the processes outlined in those documents for requesting and providing mutual aid. The SJOA Agreement and San Joaquin County Ordinances have provisions allowing the SJOA Logistics Section and San Joaquin County Purchasing Agent to acquire and transport, on behalf of the District, resources requested by the District.

Mutual aid requests for technical assistance and services, flood fight crews, supplies and materials, and other resources will be made through the SJOA Logistics Section and/or the OA Public Works Mutual Aid Coordinator. See [www.sjgov.org/oes](http://www.sjgov.org/oes) for OA plans and procedures.

### **6.2 Resources**

Reclamation District 1608 stores flood fight materials. The location of District flood fight resources is noted in the attachments section of this plan (see Attachment 4).

SJOA maintains seven twenty-foot containers with flood fight supplies that the district can draw on through the SJOA Agreement. Inventory of that resource can be obtained from SJOA. In addition, DWR stores resources near the Port of Stockton.

### **6.3 Procurement**

District maintains standard forms and processes for initiating and executing contracts with appropriately licensed contractors in accordance with Public Contract Code Article 60.5 Sections (20920-20927) and (22050). The District maintains a standard contract form for contracts under \$25,000 which do not require a formal public bid process. The District maintains a separate contract form for all contracts for any improvement or unit of work, or for materials or supplies over \$25,000 adding a formal bidding process whereby the District shall be responsible for awarding to the lowest responsive, responsible bidder except as otherwise provided below.

In the event of any emergency, the District may negotiate and award a contract for the construction of work to prevent damage or repair damaged works without advertising for bids and expend any sum reasonably required in the emergency. If notice for bids to let contracts will not be given, the District shall comply with Chapter 2.5 (commencing with Section 22050).

### **6.4 Logistics Facilities**

See Annex A for locations of pre-planned delivery points, locations of District supplies, and District supply staging areas and points.

### **6.5 Finance and Administration**

The District maintains financial and administrative records associated with emergency response in accordance with *44 C.F.R. Part 13--Uniform Administrative Requirements For Grants And Cooperative Agreements To State And Local Governments*. Emergency response

and construction records, including field reports, procurement and construction management files are maintained by both the District and the District's Engineer and are retained as prescribed by the grant authority. District maintains a safety plan for employees and work rules as appropriate.

## **Section 7 - Plan Development and Maintenance**

### **7.1 Plan Development and Maintenance**

The District Secretary, Superintendent, and Engineer are responsible for overseeing the development of the Reclamation District 1608 Emergency Operations Plan. The District Engineer will maintain Annex A. The District Secretary, Superintendent, and Engineer are responsible for periodic review of the District Emergency Operations Plan and AnnexA to determine the need for revisions or updates.

The District Board will approve this plan when initially completed. The District President or another Trustee if the Board President is unavailable is authorized to approve routine updates and revisions. The District Board will review and re-approve the Emergency Operations Plan and AnnexA at least every three years. Revised plans must be reviewed and approved by protected cities and the County.

### **7.2 Training and Exercises**

The District will maintain a training program to implement this emergency operations plan and to meet minimum federal and state requirements for disaster reimbursement. All District training will comply with the National Incident Management System (NIMS) and the Standardized Emergency Management System (SEMS). The District Emergency Response and Training Policy explains the District training program in detail (see Attachment 1).

District employees will receive training on the District EOP– Basic Plan and Annex A.

District staff will participate in internal exercises and exercises sponsored by the SJOA jurisdictions.

### **7.3 Plan Evaluation**

Reclamation District 1608 staff will prepare a written After-Action Report (AAR) after any District-declared emergency affecting District levees. The District Secretary is responsible for the preparation of this report. The Board will review and approve the AAR which will briefly describe District operations, response problems that arose, and damage sustained by the District. The AAR will also contain recommendations for improving District emergency operations in the future. The Board will provide direction to staff as to the preparation of changes, additions, or revisions to the District emergency operations plan.

## **Section 8 - Authorities and References**

### **8.1 Federal**

Federal Civil Defense Act of 1950 (Public Law 920, as amended)

RobertT Stafford Disaster Relief and Emergency Assistance Act of 1988 (Public Law 93-288, as amended)

### **8.2 State**

California Emergency Services Act (Chapter 7, Division1 of Title2 of the Government Code)

Standardized Emergency Management System Regulations (Chapter1 of Division2 of Title 19 of the California Code of Regulations)

### **8.3 Local**

Ordinance Code of San Joaquin County 1995, Title 4 – Public Safety, Division 3.– Civil Defense And Disaster, Section 4-3008

Local Project Cooperation Agreement between The Central Valley Flood Protection Board of the State of California and Reclamation District 1608 for PL84-99 Work, 2008

Standard Operation and Maintenance Manual for the Lower San Joaquin River Levees, Lower San Joaquin River and Tributaries Project, California

# Attachment1

## Reclamation District 1608 Emergency Response and Training Policy

Reclamation District 1608 Board of Trustees hereby adopts the National Incident Management System (NIMS) for organizing emergency response activities. The Board further establishes the following emergency response and training policies.

### Emergency Response

In an emergency, the District Board of Trustees is responsible for determining general response policy and performing financial oversight. The District Superintendent and District Engineer are responsible for organizing District response activities, supervising any hired staff or contractors working for the District, and for coordinating with outside agencies. The District hereby establishes the position of Emergency Levee Worker for purposes of hiring or re-assigning staff at the time of the emergency for levee patrol.

### National Incident Management System Training Guidance

In regard to meeting national training requirements, the District will comply with the provisions of the National Incident Management System Training Program Manual, September 2011 and any subsequent revisions to that document. The District will also comply with California Standardized Emergency Management System (SEMS) training requirements.

The NIMS Training Program Manual indicates that federal training guidance is not absolute and that organizations should tailor their training to the level of incident complexity that their staff would potentially manage. After careful review of the definitions of incident complexity levels shown on Page 16 of the NIMS Training Program Manual, this Board has determined that District responsibilities to patrol its levees and respond to threats to levee structural integrity would require District staff to manage Type4 incidents. District training requirements outlined below meet NIMS training recommendations for Type4 incidents (pages 17 and 18, NIMS Training Program Manual, September 2011) and SEMS training requirements.

### Reclamation District 1608 Training Requirements

The Board of Trustees hereby establishes the following training requirements for District staff involved in flood emergency operations.

Members of the Board of Trustees shall complete the G-402, Incident Command System Overview for Executives and Senior Officials and the SEMS Executive Course.

The District Superintendent and District Engineer shall complete, at a minimum, the SEMS Introduction, ICS-100 Introduction to the Incident Command System, ICS-200 ICS for Single Resources and Initial Action Incidents, and IS-700 NIMS An Introduction courses to meet

Type 4 incident management requirements. In addition, the District Engineer shall complete IS-800 National Response Framework and IS-701 NIMS MACS course to meet inter-agency coordination responsibilities.

Staff hired or transferred to serve as Emergency Levee Workers at the time of an emergency shall receive a 2-hour RD1608 Emergency Safety and NIMS Course that will include a 60 minute summary of the SEMS Introduction, ICS-100 and IS-700 courses and specific safety information for their emergency duties prior to beginning work.

This policy is hereby approved by the Board of Trustees on 2/3/10  
by the following vote.

By: BRETT THOLBORN



\_\_\_\_\_  
Title

TRUSTEE

## Attachment2

### Reclamation District 1608 Delegation of Authority Letter

As of \_\_\_\_\_ hrs, \_\_\_\_\_, I have delegated the authority and responsibility for the  
(Time) (Date)

complete management of the Reclamation District 1608 \_\_\_\_\_ Incident to  
(Name of Incident)

\_\_\_\_\_ acting as District Incident  
(Name of Individuals)

Commander and Deputy Incident Commander respectively.

#### Instructions

As Incident Commander, you are accountable to me and the Board of Trustees for the overall management of this incident including control and return to District staff and contractors. I expect you to adhere to relevant and applicable laws, policies, and professional standards.

My general considerations for management of the incident are:

1. Provide for safety of District staff.
2. Keep the Board and Board Secretary and informed of key actions, and the situation.
3. Comply with the RD1608 Flood Safety Plan and document conditions requiring its modification

My specific directions and clarifications of authority for this incident are:

- 1.
- 2.
- 3.
- 4.

By: \_\_\_\_\_  
(President, Board of Trustees)

\_\_\_\_\_  
Date

**Attachment3**

**Emergency Resolution Template**



**RESOLUTION OF THE BOARD OF TRUSTEES  
OF RECLAMATION DISTRICT NO. \_\_\_\_**

**RESOLUTION No. \_\_\_\_\_**

Upon special notice to and consent by the Trustees of Reclamation District No \_\_\_\_, of the County of \_\_\_\_, State of California, an emergency meeting of the Board of Trustees was held at the district offices at [LOCATION] on [DAY and DATE] at [TIME]. The Board agrees that an emergency situation exists which requires immediate action by the District.

**[DESCRIPTION OF EMERGENCY EVENT, JUSTIFICATION]**

**EMERGENCY DECLARATION**

WHEREAS, the trustees of Reclamation District \_\_\_\_ have considered the condition of the District Levees and the potential risk of general operation at the expense of public safety and agricultural production; and

WHEREAS, the Trustees have noted that the Sacramento and San Joaquin Delta is and will continue to experience high water levels resulting from heavy rainfalls and runoff, and high winds; and

WHEREAS, the District is experiencing [DESCRIPTION OF EMERGENCY EVENT]; and

WHEREAS, after consultation with the District staff and engineers after a visual assessment of the condition of the District levees on [DATE(S) and TIME(S)], the District finds and declares on [DATE] that an emergency situation exists and that all necessary and required work to protect the District and the District's levees should be completed at the earliest possible date.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Trustees of the Reclamation District No. \_\_\_\_, as follows:

1. As of [DATE] an emergency situation exists within the District and along the District's levees, which requires the District to proceed immediately with the work to prevent the possible flooding of the district, and failure to its levees at the earliest possible time.
2. That the district President, and/or staff be hereby authorized and directed to acquire such materials and equipment and to enter into contracts necessary and appropriate to meet the emergency needs of the district in accordance with the Flood Safety Plan.

**CERTIFICATION**

I, \_\_\_\_\_, President and trustee for Reclamation District No. \_\_\_\_ (District) do hereby certify that the above is a true and correct copy of the resolution which the Board of Trustees of the District unanimously adopted on [DATE].

Executed on \_\_\_\_\_, in \_\_\_\_\_, California.

\_\_\_\_\_  
District President

**Attachment4**

**Emergency Supplies and Resources Locations**



**Attachment5**

**RD 1608 Decision Making Authority**

**RECLAMATION DISTRICT NO. 1608**

**RESOLUTION 2016-\_\_**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF  
RECLAMATION DISTRICT NO. 1608 SETTING PRIORITIES FOR  
DECISION MAKING AUTHORITY IN EVENT OF EMERGENCY**

WHEREAS, in the event any or all Trustees of the Reclamation District are not available, and an emergency action requires that authority be exercised, there is a need to establish a chain of command for such emergency decision making authority;

WHEREAS, pursuant to California Public Contract Code section 20926 and section 22050, Reclamation District No. 1608 may take action to negotiate and award a contract for construction of work to prevent damage or repair damaged works, and procure necessary equipment, services, and supplies, without advertising for bids and expend any sum reasonably required in an emergency; and

WHEREAS, such action either requires a 2/3 vote of the Board of Trustees, and/or such authority may be delegated to an appropriate person or persons;

WHEREAS, the Board of Trustees desires to delegate such authority as set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED BY THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT NO. 1608 AS FOLLOWS:

1. In the unavailability either in person or telephone of a majority of the Board of Trustees, emergency decision-making authority relative to emergencies may be exercised by the following persons in the order of priority listed.

- a. The President of the Board of Trustees;
- b. Any single Trustee;
- c. Engineers for the District, who are presently Kjeldsen, Sinnock and, Neudeck, Inc.:

Chris Neudeck

Day Phone: (209) 946-0268

Mobile Phone: (209) 481-0316

Home Phone: (209) 948-8479

- d. Operation/Maintenance Superintendent

Joe Bryson

Day Phone: (209) 931-2717

Cell Phone (209) 298-3307

e. Secretary for the District, who is presently Jean Knight

Day Phone: (209) 948-8200

2. Such emergency decision-making authority includes the following powers:

- a. In case of emergency, the person designated above as the emergency decision-maker may negotiate and award a contract for construction of work to prevent damage or repair damaged works, and procure necessary equipment, services, and supplies, and take any directly related and immediate action required by that emergency, without advertising for bids, and expend any sum reasonably necessary to cure the emergency.
- b. The emergency decision-maker shall, if practicable, informally solicit bids or request for proposals to seek to obtain the best terms possible, including the lowest price term, given the urgent circumstances of the emergency, and, promptly after the emergency ends, shall document the circumstances of the emergency and the bid or proposal accepted.
- c. The emergency decision-maker shall report to the Board of Trustees the reasons justifying why the emergency did not permit a delay resulting from a competitive solicitation for bids and why the action was necessary to respond to the emergency. Such report shall be made at the next regular meeting of the District, if such meeting occurs within 14 days of the emergency, or if no such meeting will occur within 14 days, the decision-maker shall call a special meeting of the Board of Trustees within 7 days after the emergency, and make such report at that time, and, for this purpose only, shall have the power to call such meeting.

3. For the purpose of this Resolution, "emergency" is defined as an imminent threat to public health, safety, or welfare or an imminent threat to the flood control or drainage facilities of Reclamation District 1608, or an imminent threat of flooding of Reclamation District 1608, and action is necessary to respond to such threat, and the imminence of such is that it will not permit a delay resulting from a competitive solicitation of bids.

4. All previous resolutions relating to the subject of this resolution are repealed.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016, by the following vote,  
TO WIT:

AYES:

NOES:

ABSENT:

ABSTENTION:

RECLAMATION DISTRICT NO. 1608

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

President, Board of Trustees  
ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees

# ITEM 5



**RECLAMATION DISTRICT NO. 1608  
RESOLUTION NO. 2019-06**

**RESOLUTION AMENDING THE DISTRICT BY-LAWS  
TO CHANGE THE PLACE OF MEETING AND CHANGE PARLIAMENTARY RULES**

WHEREAS, Section 4.01 of Article IV of the Reclamation District 1608 (“District”) Bylaws provides that the regular meeting of the District shall be held at the offices of Neumiller & Beardslee, 509 W. Weber Avenue, 5<sup>th</sup> Floor;

WHEREAS, on December 5, 2018, the District adopted Resolution 2018-12 changing the meeting location from 509 W. Weber Avenue, 5<sup>th</sup> Floor, to 3121 West March Lane, Suite 100;

WHEREAS, the District desires to amend its Bylaws to reflect the change in the regular meeting place to 3121 West March Lane, Suite 100; and

WHEREAS, Section 4.11 of Article IV of the District Bylaws currently uses Robert’s Rules of Order as the procedures for running the District’s meetings; and

WHEREAS, the District desires to amend its Bylaws to replace Robert’s Rules of Order with Rosenberg’s Rules of Order since they are a simplified set of procedural rules tailored for local governments; and

WHEREAS, the District has properly posted notice and held a public hearing regarding the amendment of the Bylaws as required by California Water Code Section 50370 et seq.;

NOW, THEREFORE, BE IT RESOLVED:

1. The Amended Bylaws of Reclamation District No. 1608 attached hereto and incorporated hereby by reference, are adopted as the Bylaws of the District in accordance with California Water Code Section 50370, et seq., superseding those previous amended Bylaws adopted on June 5, 2013.

PASSED AND ADOPTED by the Board of Directors of the Reclamation District No. 1608, at a regular meeting thereof, held on June 5, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

RECLAMATION DISTRICT NO. 1608  
a political subdivision of the State of California

By \_\_\_\_\_  
MICHAEL R. PANZER, President

ATTEST:

---

JEAN L. KNIGHT, Secretary

**AMENDED**

**BYLAWS OF**

**RECLAMATION DISTRICT NO. 1608**

REVISED: February 7, 1997  
June 5, 2013  
June 5, 2019

ARTICLE I  
Offices

Section 1.01. The District has no permanent office. The main address of the District is:

RECLAMATION DISTRICT NO. 1608  
Post Office Box 4857  
Stockton, California 95204-4857

The place of the meeting of the District shall be as set forth in Article IV below.

ARTICLE II  
Trustees

Section 2.01.

A. As used in these Bylaws, the word "Board" means the Board of Trustees of the District.

B. "Trustees", as used in these Bylaws in relation to any power or duty requiring collective action, means the Board of Trustees of the District.

Section 2.02. The District shall have a Board of Trustees consisting of three (3) members, which shall constitute the governing body of the District, and which shall exercise general supervision and complete control over the construction, maintenance, and operation of the reclamation works, and generally over the affairs of the District.

Section 2.03. Trustees shall be elected for a term of four (4) years and shall serve until their successors are elected and qualified. The terms of the Trustees shall be staggered so that no more than two Trustees shall have terms that expire in any one District election year.

Section 2.04. Elections shall be conducted in accordance with California Water Code, Division 15, parts 3 and 4, as they presently are or may hereafter be amended. Persons elected to the office of Trustee shall take the Oath of Office at the regular meeting next held after the election, and shall take office effective as of the day of that meeting.

Section 2.05. Vacancies on the Board due to reasons other than expiration of a term of office shall be filled in accordance with California Government Code §1780, as it now is or may hereafter be amended.

Section 2.06. The terms of the incumbent members of the Board expire on the following dates:

<u>Name</u>	<u>Term Ends</u>
Drew Meyers	First Friday of December 2013

Brett Tholborn  
Michael Panzer

First Friday of December 2015  
First Friday of December 2015

Section 2.07. The Trustees shall receive such compensation for services actually and necessarily performed as the Board determines to be just and reasonable, and in accordance with California Water Code §20200, as it is now, or may hereafter be amended.

### ARTICLE III Officers

Section 3.01. The officers of the District shall be a President of the Board of Trustees and a Secretary.

Section 3.02. The President of the Board of Trustees shall be that member of the Board elected by the Board as President. The duties of the President shall be to preside over all regular and special meetings of the Board, and to perform such other duties from time to time as may be required of him or her by the Board. In the absence of the President, the Trustee present with the longest period of service shall preside.

Section 3.03. The Secretary shall be any person, whether a trustee or not, who is elected by the Board as Secretary. The duties of the Secretary shall be to keep the minutes of all meetings, attest all documents (other than bonds) requiring the signature of the President, keep accounts of all expenditures on behalf of the District, have custody of the District's seal, and perform such other duties as may be required by law, these Bylaws, or by the Board.

Section 3.04. No compensation shall be received by the President, other than the compensation provided in accordance with Section 2.07 of the Bylaws. The Secretary shall receive such compensation for services actually and necessarily performed as the Board determines to be just and reasonable, and shall be reimbursed for expenses necessarily incurred in the performance of his or her duties.

Section 3.05. The President and the Secretary shall serve at the pleasure of the Board.

### ARTICLE IV Meetings

Section 4.01. The District shall hold a regular meeting at 8:00 a.m. on the first Wednesday of each month except when the first Wednesday of each month shall fall on a holiday, the regular meeting shall be held at 8:00 a.m. on the next succeeding business day which is not a holiday. The District may additionally hold a second regular meeting, in each calendar month, when necessary, the time and date of such meeting to be established at the first meeting of each month. The meeting shall be held at the offices of Neumiller & Beardslee, ~~509 W. Weber Avenue, 5th Floor~~ 3121 West March Lane, Suite 100, Stockton, California, or at any other place designated by resolution of the Board.

Section 4.02. No notice need be provided of regular meetings except to persons who shall request such notice. In cases where notice has been requested, the Secretary shall give mailed notice at least one week prior to the date of the regular meeting. Any such request for notice shall be valid for one year from the date made, and shall provide an address to which notice is to be mailed. The Board may establish a reasonable annual charge for sending such notice based on the estimated cost of providing such service.

Section 4.03. The District may hold special meetings at any time and place. Such special meetings may be called at any time by the President, or by a majority of the Board, by delivering personally or by mail written notice to each Trustee, at least 24 hours prior to the time of such meeting as specified in the notice. Such notice shall also be mailed to any person requesting notice of meetings as set forth in Section 4.02 if the meeting is called at least one week prior to the time the meeting is held. Such notice must be delivered personally or by mail, to each local newspaper of general circulation, radio or television station which requests such notice in writing. The call and notice of such special meeting shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meetings. Such written notice may be dispensed with as to any trustee who at, or prior to the time of the meeting, files a written waiver of notice with the Secretary. Such waiver may be given by telegram. Such written notice may also be dispensed with as to any member who is actually present at the meeting at the time it commences.

Section 4.04. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise specifically provided in these Bylaws, every act or decision done or made by a majority of the trustees present at a meeting at which a quorum is present is the act of the Board.

Section 4.05. Any regular, special, adjourned regular or adjourned special meeting may be adjourned to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all trustees are absent from any meeting, the Secretary may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be given in the same manner as for a special meeting. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting, which was adjourned, was held, within 24 hours after the time of adjournment. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned meeting is a regular meeting for all purposes. When the order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.

Section 4.06. All meetings of the District shall be open and public, and all persons shall be permitted to attend any meeting of the District, except that executive sessions may be held as provided by law, and the public may be excluded from meetings which are willfully interrupted so as to render the orderly conduct of the meeting impossible, as provided by law.

Section 4.07. Agendas for any meeting shall be posted as required in accordance with the provisions of California Government Code §54950 and following. As soon after the posting of

the agenda and before the meeting, the Secretary shall mail or deliver, or shall cause the mailing or delivery of, an agenda for the forthcoming meeting to each trustee. Said agenda shall be prepared by the Secretary and shall be accompanied with as much explanatory material relating to the items on the agenda as is reasonably possible.

Section 4.08. The Secretary shall keep accurate minutes of all proceedings of the Board. Minutes of each regular, adjourned regular, special or adjourned special meeting shall be considered for approval at the Board meetings.

Section 4.09. The order of business at each meeting of the Board, unless suspended or varied on order of the President, or by a majority vote of the Board, shall be as follows:

- a) Call to Order
- b) Roll Call
- c) Public Comment
- d) Approval of Minutes
- e) Public Hearings (if any)
- f) Enforcement Actions
- g) Scheduled Agenda Items
- h) Staff Reports (not covered above)
- i) Agenda Planning for Next Meeting
- j) Adjournment

Section 4.10. The procedure for the conduct of Board business, unless varied on order of the President, or by majority vote of the Board, shall be as follows:

- a) Each agenda items shall be taken up in order by the President.
- b) The President shall call upon such person or persons as may be appropriate to present the matter to the Board.
- c) The matter shall then be discussed by the Trustees and such other persons as may be called upon the President.
- d) After discussion by the Trustees and such other persons as may be called upon by the President, and prior to any vote on a motion connected with the matter, if there be such motion, the President shall call for public comment from members of the public who are present. Public comments shall be limited to the matter before the Board. The President may limit the duration of or refuse to permit public comment if such public comment is repetitive, disorderly, or otherwise not in furtherance of a reasonably expeditious review of the matter under discussion.
- e) At the conclusion of public comment or any matter the President shall announce that the time for public comment of the matter is closed.

f) The matter shall then be further discussed by the Trustees, and such other persons as may be called upon by the President, and a vote shall be taken, after such discussion, on any motion made concerning the matter.

Section 4.11. ~~Roberts Rosenberg's~~ Rules of Order ~~Revised~~ are hereby adopted by the Board in all uses not otherwise provided for in these Bylaws and not otherwise provided for by applicable law.

ARTICLE V  
Records

Section 5.01. All records of the District and of the proceedings of the Board shall be kept by the Secretary, at a location designated by the Secretary, except that the originals of resolutions, deeds of grant or easement to or from the District, or of agreements or contracts entered into by the District may be kept by the attorney for the District, provided that copies thereof are placed in the records kept by the Secretary. The records shall be available for inspection in accordance with the provisions of California Government Code, Division 7, Chapter 3.5, as they now are or may hereafter be amended.

ARTICLE VI  
Seal

Section 6.01. The district shall have a seal which shall contain the name and number of the District, which is: RECLAMATION DISTRICT NO. 1608; and the name of SAN JOAQUIN COUNTY, being the County in which the District is situated.

ARTICLE VII  
Amendment of Bylaws

Section 7.01. These Bylaws may be amended in the manner set forth in the provisions of California Water Code, Division 15, Part 2, Chapter 2, as they now are or may hereafter be amended.

ARTICLE VIII  
Construction of Bylaws

Section 8.01. Unless otherwise stated in these Bylaws or unless the context otherwise requires, the definitions contained in Division 15 of the California Water Code shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural number includes the singular.

IN WITNESS WHERE OF these amended Bylaws have been duly adopted this \_\_\_ day of \_\_\_\_\_, ~~2013~~2019.



---

Dr. Michael R. Panzer  
President, Board of Trustees,  
Reclamation District No. 1608

ATTEST:

---

JEAN KNIGHT, Secretary  
Reclamation District No. 1608

State of California )  
 )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

# ITEM 9

**SHORT TERM GOALS**  
**June 5, 2019**

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

**LONG TERM GOALS**

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

# ITEM 10

## **RD 1608: MASTER CALENDAR**

### **JANUARY**

- Annual Review of Trustee Compensation
- Update Levee Property DVD

### **FEBRUARY**

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

### **MARCH**

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

### **APRIL**

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

### **MAY**

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

### **JUNE**

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

### **JULY**

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

### **AUGUST**

- August 1: Deadline to certify assessments for tax-roll and deliver to County (duration of current assessment: FY 2025).
- Send handbills for collection of assessments for public entity-owned properties

- In election years, opening of period for secretary to receive petitions for nomination of Trustees (75 days from date of election.) (*Cal. Wat. Code §50731.5*)
- Submit End of the Year Financial Report.

**SEPTEMBER**

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

**OCTOBER**

- Publish Notice of Election, odd numbered years (once per week, 4 times, commencing at least 1 month prior to election.)
- Fall Newsletter.
- Update District Information Sheet.
- Review District Emergency Supplies
- Emergency Plan Review in 2018 (every three years thereafter)

**NOVEMBER**

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

**DECEMBER**

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

**Term of Current Board Members:**

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

**Assessment Expires 6/30/2025**

**Emergency Operation Plan Review – September 2019**

**Reclamation District Meetings**

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

# ITEM 11



**RECLAMATION DISTRICT 1608  
P.O. BOX 4857  
STOCKTON, CA 95204**

*Michael R. Panzer, President  
Brett Tholborn, Trustee  
Dan MacDonnell, Trustee*

*Daniel J. Schroeder, Counsel  
Jean L. Knight, Secretary  
Joe Bryson, Superintendent*

**TELEPHONE: (209) 406-9142**

May 29, 2019

Mr. William Edgar, President  
Central Valley Flood Protection Board  
3310 El Camino Ave., Room 151  
Sacramento, CA 95821

RE: San Joaquin River Basin, Lower San Joaquin River California Project,  
Design Agreement Endorsement

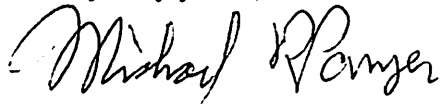
Dear President Edgar and Board Members,

The trustees of RD 1608 (Lincoln Village West) would like to express our support of the USACE, CVFPB, and SJAFCA moving forward with the design of the subject project. We feel that the population protected by our levee system deserves the highest level of protection economically justified, and are happy the USACE and state are contemplating substantial investments to improve flood risk management in Stockton.

We would further like to suggest an alternative alignment in the initial design focused on the Delta front portion of the North Stockton system fronting our district. Specifically, we would encourage improving the levees on the south side and north side of Fourteen Mile Slough due to the high quality of those levees as opposed to creating a new levee on part of Wright-Elmwood Tract (RD 2119). We are hopeful that USACE and sponsors can refine the design concept in preliminary design to greatly reduce the private property impacts. Success will be key for our continued support for implementation of the project.

We look forward to being a helpful stakeholder in design development and implementation of this important project. If you have any questions, please contact the undersigned.

Very truly yours,



MICHAEL PANZER  
District President  
Reclamation District 1608