

AGENDA PACKET
RECLAMATION DISTRICT 1608
June 3, 2020

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

ITEM 4

FIRST AMENDED AND RESTATED EMPLOYMENT CONTRACT

For Joe Bryson
Reclamation District 1608

THIS CONTRACT is made, effective as of the 1st day of March, 2019, by and between Reclamation District 1608, a reclamation district organized under the laws of the State of California (hereinafter called "Employer"), and Joe Bryson (hereinafter called "Employee").

The parties agree as follows:

Section 1. Duties

A. **General.** Employer hereby employs Employee to perform the duties specified in Exhibit A attached hereto and incorporated herein.

Section 2. Term.

A. The term of this Contract shall be indefinite, unless terminated as provided herein.

B. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of Employee to resign at any time.

C. Employee in the position of Levee Superintendent serves at the will of the Employer and may be removed by Employer at any time with or without cause or notice.

Section 3. Salary.

A. Employer agrees to pay Employee for Employee's duties as Levee Superintendent an hourly rate of Thirty-Nine Dollars (\$39.00) payable monthly, subject to usual and normal withholdings.

Section 4. Performance Evaluation. Employer shall review and evaluate the performance of Employee at least once annually. Such review shall include review of Employee's accomplishment of objectives and goals established by Employer.

Section 5. Hours of Work. Employee shall devote such hours as may be necessary to carry out the duties set forth in Exhibit A.

Section 6. **Vacation and Sick Leave.**

- A. Employee shall not earn vacation leave unless otherwise provided by California law.
- B. Employee shall accrue paid sick leave in accordance with California law.

Section 7. **Disability, Health and Life Insurance.** Employer shall not provide disability, health or life insurance for Employee.

Section 8. **Retirement.** Employer shall not provide retirement benefits or pension benefits for Employee.

Section 9. **Reimbursement Expenses.** Employee will receive reimbursement for all sums necessarily incurred and paid by Employee in the performance of Employee's duties.

Section 10. **Indemnification.** Employer shall defend, save harmless and indemnify Employee in accordance with Division 3.6 of the California Government Code.

Section 11. **Unavailability.** If Employee should be temporarily unavailable (as, for example, because of illness) to perform Employee's duties, Employee shall inform Employer and the Engineer for Employer.

EMPLOYER
Reclamation District 1608

By 
Michael R. Panzer, President, Board of Trustees

EMPLOYEE


JOE BRYSON

AGREEMENT FOR SECRETARIAL SERVICES

This Agreement is made as of the 4th day of September, 2019 by and between RECLAMATION DISTRICT 1608, a reclamation district organized under the laws of California ("District"), and ELVIA TRUJILLO ("Secretary").

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

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

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

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

5) Compensation.

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

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

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

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

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

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

Secretary: Elvia Trujillo
12941 Sarayah Lane
Harold, CA 95638

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

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

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

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

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

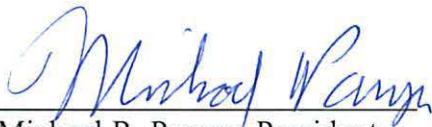
unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision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

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

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

“DISTRICT”

RECLAMATION DISTRICT 1608

By: 
Michael R. Panzer, President
Board of Trustees

“SECRETARY”

ELVIA TRUJILLO

By: 
Elvia Trujillo

ITEM 5

MINUTES OF THE REGULAR MEETING OF BOARD OF TRUSTEES
FOR RECLAMATION DISTRICT 1608
HELD TELEPHONICALLY ON WEDNESDAY, MAY 6, 2020

A Regular Meeting of the Board of Trustees of Reclamation District 1608 was called to order telephonically at 8:03 a.m. by President Michael Panzer on Wednesday, May 6, 2020, via Toll-Free Dial-In Number: (877) 778-1806; Conference ID 891949.

TRUSTEES PRESENT WERE:

MICHAEL PANZER
BRETT THOLBORN
DAN MacDONNELL

OTHERS PRESENT WERE:

DANIEL SCHROEDER
ANDY PINASCO
CHRIS NEUDECK
JOE BRYSON
ELVIA TRUJILLO
DOTTIE LOFTSTROM
DOMINIC GULLI
GERARD HAMMER
THOM FOULKS
BARBARA DELGADO
KRISTEN DYKE

1. **Public Comment.** There was no public comment.

The Board adjourned the meeting at 8:05 to start the closed session.

2. **Closed Session.**

(a) CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: President Michael Panzer and Daniel Schroeder
Unrepresented employees: District Secretary and District Superintendent.

3. **Report out of Closed Session.**

The Board reconvened from Closed Session at 8:16 a.m. All Trustees were present during the entirety of the Closed Session. There was no reportable action regarding Item 2(a).

4. **Employment Agreements.** Discussion and possible action regarding amendments to Levee Superintendent and District Secretary Employment Agreements.

There was no reportable action regarding Item 4.

5. **Approval of Minutes.** Minutes of the regular meeting of March 4, 2020. After discussion,

Upon motion duly made, seconded (B. Tholborn/D. MacDonnell) and unanimously carried by the Board Trustees of Reclamation District 1608, the minutes of the regular meeting held on March 4, 2020, were approved as presented.

6. **Financial Report.** Review, discuss, and accept financial report. District Secretary Elvia Trujillo presented a written and oral report. After review and discussion,

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

7. **Engineer's Report.** Request for directions, approvals and actions.

- (a) Levee Encroachment Standard enforcement
1. 6347 Embarcadero Drive
Report on status of removal of hedge roots along landside edge of levee crown.
Please see Engineer's Report, Item I.A.
- (b) Consider approval of new permits requests from homeowners at the following addresses.
1. 3746 Fourteen Mile Drive **Daniel Thiel**
APN – 098-393-07
Please see Engineer's Report, Item I.C.a)
 2. 3929 Waynsboro Court **Steve & Lynda Farrar**
APN – 098-440-06
Please see Engineer's Report, Item I.C.b)
 3. 3815 Falmouth Court **Keith & Sarah Williams**
098-430-01
Please see Engineer's Report, Item I.C.c)
- (c) Report on Delta Grant II – Proposed Storage Container and Supplies
Please see Engineer's Report, Item II.
- (d) Report on 5 Mile Slough Hyacinth Removal
Please see Engineer's Report, Item III.
- (e) Authorization to Award Contract for Sediment Removal Project
Please see Engineer's Report, Item IV.

- (f) Delta Levees Subvention Program
 - 1. Approve contract with Dino & Sons to replace rock slope protection at the southeastern terminus of RD 1608 on Fourteen Mile Slough.
Please see Engineer's Report, Item V.A.
 - 2. Report on Delta Levee Subventions Program funding for FY 2020-2021
Please see Engineer's Report, Item V.B.

From Engineer's Report:

I. PLAN REVIEW

- A. Mr. Charles and Mrs. Farley Staniec, residence at 6347 Embarcadero Drive.

Chris Neudeck gave an update on the Staniec residence and reported Mr. Staniec is trying to kill the roots with the intent of removing them. Mr. Neudeck will keep the matter open and report at the next meeting. Mr. Schroeder stated Mr. Neudeck has already received enforcement authority.

- B. Review status of Annual Levee Inspection of the District's Levee system.
EXHIBIT A: Violation/Remedy Tracking of 2020 Inspection.

Mr. Neudeck reported on this item. He informed the Board he has received good responses from the homeowners. In reviewing Exhibit A, most of the homeowners have called and left messages as to their compliance. However, there are some homeowners that have complied but have not yet called to update their status. The homeowners that have called have been cooperative and respectful of what the intent is for this effort.

- C. Permit Requests from homeowners.

- a) 3746 Fourteen Mile Drive
Daniel L. & Daniel W. Thiel
Index No. 34, Lot No. 407
APN – 098-393-07
Exhibit B: March 19, 2020 Encroachment APPLICATION for Removal of fence.
Exhibit C: March 19, 2020 Encroachment Application PLANS for the removal of fence.
Exhibit D: March 19, 2020 Encroachment Application PICTURES for the removal of fence.

Mr. Neudeck reported the homeowners are requesting an Encroachment Permit to place a removable fence on water side slope. Mr. Thiel is very cooperative and indicated he would make it a removable 4 ft. high iron fence. Exhibits B, C, and D have been included for reference. Mr. Neudeck recommends the Board of Trustees approve this application with no special conditions.

It was moved, seconded (D. MacDonnell/M. Panzer) and unanimously carried by the Board of Trustees of Reclamation District 1608 that the March 19, 2020, Encroachment Application for 3746 Fourteen Mile Drive for a 4-foot high rod iron fence with removable panels at the water side edge be approved.

- b) 3929 Waynsboro Court
Steve & Lynda Farrar
Index No, 136, Lot 2117
APN – 098-440-06

Exhibit E: March 24, 2020 Encroachment APPLICATION for mow strip.

Exhibit F: March 24, 2020 Encroachment Application PLANS for the mow strip.

Mr. Neudeck reviewed the Permit Application from Steve and Lynda Farrar and the reason it needs review and approval is because it is in the District's setback area and any application in this area requires review and District approval. There are currently wooden mow strips and the homeowners are wanting to replace with concrete mow strips. The application and plans are included in Exhibit E and F. Mr. Neudeck informed the Board that a small concrete mow strip will not have an adverse effect. The application and plans meet the District Engineer's expectations and no special conditions are needed to recommend approval of application.

It was moved, seconded (B. Tholborn/D. MacDonnell) and unanimously carried by the Board of Trustees of Reclamation District 1608 that the March 24, 2020, Encroachment Application for 3929 Waynsboro Court for a mow strip be approved.

- c) 3815 Falmouth Court
Keith & Sarah Williams
Index No. 133, Lot 2130
APN 098-430-01

Exhibit G: April 20, 2020 Encroachment APPLICATION for the railroad tie stairs.

Exhibit H: April 20, 2020 Encroachment Application PLANS for the railroad tie stairs

Mr. Neudeck informed the Board the application from Mr. Williams is for installation of railroad tie stairs on the landside slope of the District's levee. Plans and images have been included in Exhibit H. Mr. Neudeck recommends approval of application with no special conditions.

It was moved, seconded (B. Tholborn/D. MacDonnell) and unanimously carried by the Board of Trustees of Reclamation District 1608 that the April 20, 2020, Application for 3815 Falmouth Court for railroad tie stairs be approved.

II. DELTA GRANT II – PROPOSED STORAGE CONTAINER AND SUPPLIES

A. Review and update the Board of Trustees of Delta Grant II – Proposed Storage Container and Supplies.

Chris Neudeck reported on this item and explained the Delta Grant II is for purpose of securing a new storage container and supplies. The District had received authorization for the concrete pad and the container. The container has been received and now the next step is to purchase supplies that will be needed in the event of a high-water flood emergency. Having this in place will give the District the ability to act immediately. Since there will be materials of value, Trustee MacDonnell asked about security measures for this storage container. Chris Neudeck explained that in addition to the storage container having several locks and a lock box, solar motion sensor lights were also going to be installed and the container will be fenced in.

III. 5 MILE SLOUGH HYACINTH REMOVAL

A. Removal of the herbicide sprayed water hyacinth in 5 Mile Slough completely removed West of I-5 whereas East of I-5 not yet completed.

Exhibit I: Photo Summary of 5 Mile Slough West of Interstate 5

Exhibit J: Photo Summary of 5 Mile Slough East of Interstate 5

Chris Neudeck gave a progress report on the hyacinth removal and referenced the photos in Exhibits I and J. The hyacinth on 5 Mile Slough west of I-5 have been removed, the area east of I-5 has not been completed. They are continuing to do spot spraying which is the proper way to control and mitigate the spread of the hyacinth. Chris Neudeck reported that overall, it is probably the best job that has been done in the last three years.

IV. SEDIMENT REMOVAL PROJECT

A. Review the Bid Summary from April 28 and seek authority of the Board of Trustees to award to the lowest responsive, responsible bidder.

Exhibit K: KSN Inc. Bid Summary dated April 28 at 2:00 p.m.

Exhibit L: KSN Inc. Bid Award Recommendation dated April 29, 2020.

Exhibit M: Dixon Marine Services Inc. "Statement of Qualifications" Dredging capabilities.

Chris Neudeck reported on this item. He received bids on April 28 to perform the work needed to deepen 14 Mile Slough. This work is being done to provide access to marine equipment for maintenance and emergency response. He explained that if there were to be a flood event right now, the current state of 14 Mile Slough would prevent any marine equipment to be brought in. He referenced Exhibit K, the Bid Summary that shows the four bids received and total amounts. The bids were evaluated for accuracy and experience. The lowest bid came in at \$1,391,041.76 and the highest bid at \$2,396,800. Exhibit L gives a project overview together with what was done pre-bid and at bid opening. For additional specifics on the bid opening and results, please refer to Exhibit L of the Engineer's Report dated May 6, 2020. District Engineer Neudeck informed the Board the bid award cannot be approved until May 8th because there is a 10-day protest period. At this point, Mr. Neudeck would like to ask the Board for a conditional award to Dixon Marine Services Construction Company in the amount of \$1,391,041.76. Mr. Neudeck stated Dixon Marine Services is more than qualified to handle the project, budget and details were reviewed and excellent reviews were given by those that have had projects done by this contractor. Once the bid is awarded, Chris Neudeck will meet with the contractor to set a schedule. Letters will then be sent out to homeowners informing them when the project will start so they can relocate the boats and attached facilities that extend out into the alignment of the sediment removal project. Measurements will be done below the water and the engineers don't want any facilities in the way so there is no damage. There will be a period of 6 to 8 weeks where there will be inconveniences. The work on this project is expected to happen July 15 through September 1, and hopefully no later than the end of September. Mr. Neudeck anticipates this project should go smoothly, a lot of work has occurred in the last 90 days, including the sediment removal pipeline.

At this point, the District's attorney, Dan Schroeder, recommended going to public comment.

Public comment on this item:

- Trustee MacDonnell's commented on the lowest bid. Mr. Neudeck stated that although Dixon Marine Services Inc. came in lowest, they included everything and nothing was left out. Trustee MacDonnell also asked whether there are any delay penalties and Mr. Neudeck replied there are delay penalties and he can check further on this and report back and added the references for this contractor were excellent as to work and completion of projects.
- Dominic Gulli's comment was related to the booster pump. Chris Neudeck replied the biggest issue was the lubrication and getting clean water. There will be two booster pumps and they will be on land.

- Trustee Tholborn asked if all the permits were obtained and Chris Neudeck replied all permits had been obtained.
- Thom Foulks commented he is excited this project is so close to starting and asked how a homeowner can help. Mr. Neudeck replied it will be different for each landowner as they will either have a boat, hydro hoist, etc. As to the hydro hoist, Mr. Neudeck recommends disconnecting and making it parallel to the dock. Mr. Neudeck added that they will be working very near the homeowners' docks and they have certain set backs to consider and to keep alignments. The marina owners are aware of the project and will be aware of the schedule. This work will only be taking place on the RD 1608 water side of the channel.
- Dan Schroeder added that he wants to make clear that the relocation of the boats and any other attachments is the responsibility of the homeowner.
- Joe Bryson commented the marina owner wants to help in any way he can. Joe Bryson will be going to see him to bring him up-to-date.
- Girard Hammer's comment was related to the piles that hold the dock. Mr. Neudeck replied the original dock piles are fine but any other improvements need to be back to that level. If something is not part of the original dock, it will have to be removed as it could be in the way of the dredger.

After public comment on this item,

It was moved, seconded (B. Tholborn/D. MacDonnell) and unanimously carried by the Board of Trustees of Reclamation District 1608, to award the Contract for Sediment Removal Project to Dixon Marine Services Inc. and authorize execution of the agreement after the protest period has expired.

V. DELT LEVEES SUBVENTION PROGRAM – AB 360

- A. Review and consider KSN Inc.'s proposed work pan for the placement of rock slope protection at the Southeastern terminus of RD 1608 on Fourteen Mile Slough. Seek Board of Trustees' authorization to contract for proposed work with Dino & Son Excavation at an estimated cost of \$15,000.

Exhibit N: KSN Inc. Rock Slope Protection Workplan dated April 15, 2020

Chris Neudeck presented this item. Originally, work was done to riprap the slope. Although the work was completed, there were some areas with gaps that, at the time, were required by the Department of Fish and Wildlife. In addition to now filling those gaps, there are two additional areas that need to be filled to prevent erosion. Additional information and images on this item are included in Exhibit N of the Engineer's Report. This request is to seek authorization to undertake the work, estimating this to be \$15,000 with the work to be done in a 3 to 5 day period by Dino & Son Excavation. After discussion,

It was moved, seconded (B. Tholborn/D. MacDonnell) and unanimously carried by the Board of Trustees of Reclamation District 1608, to authorize District Engineer to contract for proposed work with Dino & Son Excavation at the estimated amount of \$15,000.

- B. Review funding of Fiscal Year 2020-2020 for Delta Levee Subventions Program.
Exhibit O: Correspondence from Kristopher Tjernell, DWR Department Director, dated April 2, 2020 regarding State funding of the Delta Levees Maintenance Subventions Program and the Dela Levees Special Projects Program (collectively, the "Program" for Fiscal Year (FY) 2020-21.

Chris Neudeck presented this item and informed the Board that at this point he is not getting any good responses as to the funding for the program. He has, however, opened the lines of communication with Kristopher Tjernell, deputy director with the Department of Water Resources. He referenced Exhibit O, the memorandum from Mr. Tjernell, which outlines the Department of Water Resources Fiscal Year 2020-21 project planning and construction funding commitment. The Delta Levee Subventions Program is of great benefit to the District. He added it is a competitive program where the District gets reimbursed at 75% for the qualifying work performed. The District looks good for funding this coming fiscal year but Mr. Neudeck will keep the Board up-to-date with any new information.

8. **Adopt Resolution 2020-02 Authorizing and Directing Filing of Notice of Exemption for Routine Maintenance for Fiscal Year 2020-2021.**

Dan Schroeder presented this item and reported this Notice is done annually. After discussion,

It was moved, seconded (B. Tholborn/D. MacDonnell) and unanimously carried by the Board of Trustees of Reclamation District 1608, that Resolution 2020-02 Authorizing and Directing Filing of the Notice of Exemption for Routine Maintenance for Fiscal Year 2019-2020 be approved.

9. **Town Hall.** Request for direction and approval to schedule Town Hall meeting.

Dan Schroeder presented this item. Several meetings ago the District Trustees were anticipating the Sediment Removal Project would move forward this summer and talked about a town hall meeting to inform the homeowners of the project. Those plans were changed due to COVID-19. To avoid any delay in getting information to the homeowners, instead of a Town Hall meeting, Chris Neudeck will be sending a letter. Sending the letters will be more informative than a town hall meeting as each letter will have information as it pertains to each homeowner. After further discussion, it was

decided that there is no need for this item to appear in future agendas as the letter from the District Engineer will better serve in getting information to the homeowners.

10. **Newsletter.** Review and consider approval of Port City Marketing proposal for providing newsletter services.

Andy Pinasco presented this item. With the retirement of Ms. Buehe, the District had to look for someone to do the newsletter. Kristen Dyke from Port City Marketing Solutions submitted a proposal, Kim Floyd declined, and other firms did not submit proposals. Kristen Dyke from Port City Marketing spoke about their marketing qualifications and stated her firm works with other public agencies and is interested in working with Reclamation District 1608. Dr. Panzer clarified the District generally has two newsletters a year, one in the spring and one in the fall. Andy Pinasco asked the Board to consider approving the agreement with Port City Marketing Solutions and authorize a member of the Board to sign the agreement. After further discussion,

It was moved, seconded (B. Tholborn/D. MacDonnell) and unanimously carried by the Board of Trustees of Reclamation District 1608, to approve the agreement with Port City Marketing Solutions and authorize President Panzer to sign the agreement.

11. **Levee Superintendent Report.** Request for directions and approvals.

Joe Bryson gave an oral and written report. In addition to the items in his written report, he will be informing homeowners that a town hall meeting will not be taking place and that a letter from the District Engineer will be sent with information.

12. **Report by Trustees on meetings attended and upcoming meetings.** Request for direction. No report.

13. **Report and possible action on Progress of Tasks Assigned at Previous Board Meetings.** No report.

14. **Discussion and direction on Short-Term and Long-Range Goals.** No discussion.

15. **District Calendar.** Discussion and direction.

(a) 2020/2021 Budget reminder

Dan Schroeder went through the calendar. He is hoping to have a draft budget at the next meeting. The assessment approval for this next fiscal year is coming up, that item will be at the July meeting. The District Secretary will be contacting the Trustees to schedule a tour of the levee.

16. **Correspondence.** None.

17. **Approval of Bills.** The list of bills paid during the months of March and April were presented at this meeting. Lists were reviewed and

Upon motion duly made, seconded (B. Tholborn/D. MacDonnell) and unanimously carried by the Trustees of Reclamation District 1608, the Bills to be Paid Lists as presented at this meeting were approved.

18. **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.

19. **Adjournment.** The meeting adjourned at 9:52 a.m.

Respectfully submitted,



Elvia C. Trujillo
District Secretary

Reclamation District 1608
List of April Bills Paid - May 6, 2020 Board Meeting

NAME	Date	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	SUBVENTION FUND
Michael Panzer (5/6/20 Mtg)		Trustee Fee	\$246.75				
				\$246.75	6312		
Brett Tholborn (5/6/20 Mtg)		Trustee Fee	\$246.75				
				\$246.75	6313		
Dan MacDonnell (5/6/20 Mtg)		Trustee Fee	\$246.75				
				\$246.75	6314		
Elvia Trujillo	March 2020	Secretary Fee	\$972.50				
	April 2020	Secretary Fee	\$560.00				
				\$1,532.50	6315		
Neumiller & Beardslee	4/16/2020	307348	\$3,975.46				
				\$3,975.46	6316		
Kjeldsen, Sinnock & Neudeck	4/24/2020	27639	\$767.25				
	4/24/2020	27640	\$14,690.04				
	4/24/2020	27641	\$726.25				
	4/24/2020	27642	\$26,372.00				
	4/24/2020	27643	\$5,186.25				
	4/24/2020	27644	\$2,386.50				
				\$50,128.29	6317		
PG&E (Landview & Seagull)	3/31/2020	0950847867-5	\$10.10				
PG&E (Stone River)	4/22/2020	2999432760-8	\$12.42				
				\$22.52	6318		
BPM (for Payroll)	3/23/2020	36214381	\$2,991.73				
				\$2,991.73	6319		
Dohrmann Insurance (Package)	4/4/2020	10786	\$6,119.00				
Dohrmann Insurance (Business Auto)	4/4/2020	10787	\$1,454.00				
Dohrmann Insurance (Umbrella)	4/4/2020	10788	\$1,970.00				
				\$9,543.00	6320		

Reclamation District 1608
List of April Bills Paid - May 6, 2020 Board Meeting

SJC Mosquito & Vector Control Dist.	4/28/2020	SJ10038	\$50.38			
				\$50.38	6321	
Ron Halverson	4/30/2020	767704	\$400.00			
				\$400.00	6322	
State Comp. Ins. Fund	4/23/2020	187966-19	\$78.21			
(Final Premium Statement - 2019)				\$78.21	6323	
State of California Payroll Taxes	April		\$711.71			
				\$711.71		online
Federal Government Payroll Taxes	April		\$2,801.89			
				\$2,801.89		online
Bank of Stockton Visa	4/15/2020	2/26/20 - 3/27/20	\$3,766.49			
				\$3,766.49		online
John Maestas	Payroll	4/1/2020-4/15/2020	\$411.07			Direct Deposit
		4/20/2020-4/30/2020	\$1,205.33			Direct Deposit
				\$1,616.40		
David Mazzara	Payroll	4/9/2020 - 4/15/2020	\$527.54			Direct Deposit
		4/16/2020-4/30/2020	\$1,076.73			Direct Deposit
				\$1,604.27		
Larry Talley	Payroll	4/16/2020-4/30/2020	\$648.74			
				\$648.74		Direct Deposit
Joe L. Bryson (Payroll)	Payroll	4/1/2020 - 4/30/2020	\$4,742.16			
				\$4,742.16		Direct Deposit
		WARRANT TOTAL:		\$69,462.34		
		CHECKING TOTAL:		\$15,891.66		
		TOTAL BILLS PAID		\$85,354.00		

Reclamation District 1608
List of March Bills Paid - No April 2020 Board Meeting

NAME	Date	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	SUBVENTION FUND
Michael Panzer (No Board Mtg)		Trustee Fee	\$0.00				
				\$0.00			
Brett Tholborn (No Board Mtg)		Trustee Fee	\$0.00				
				\$0.00			
Dan MacDonnell (No Board Mtg)		Trustee Fee	\$0.00				
				\$0.00			
Elvia Trujillo	March 2020	Secretary Fee	\$0.00				
				\$0.00			
Jean Knight	March 2020	Consultant Secretary	\$0.00				
				\$0.00			
Neumiller & Beardslee	3/20/2020	306229	\$4,214.11				
				\$4,214.11	6309		
Kjeldsen, Sinnock & Neudeck	3/20/2020	27394	\$1,233.45				
		27395	\$2,269.43				
		27396	\$2,114.00				
		27397	\$393.75				
		27398	\$10,748.12				
		27399	\$580.28				
		27400	\$2,358.75				
				\$19,697.78	6310		
PG&E (Landview & Seagull)		0950847867-5	\$0.00				
PG&E (Stone River)	3/23/2020	2999432760-8	\$10.80			6311	
				\$10.80			
Midstate Containers	3/11/2020	113721	\$4,910.00				
(Flood Fight)				\$4,910.00	6307		
The Record (Publication)	3/12/2020	183912	\$81.36				
				\$81.36	6308		

Reclamation District 1608
List of March Bills Paid - No April 2020 Board Meeting

State of California Payroll Taxes			\$638.90			
				\$638.90	online	
Federal Government Payroll Taxes			\$2,487.52			
				\$2,487.52	online	
Bank of Stockton Visa	3/13/2020	1/28/2020-2/25/2020	\$2,310.68			
				\$2,310.68	online	
Louie Corona Jr.	Payroll	3/24/2020 - 3/26/2020	\$175.40			
				\$175.40	1454	
John Maestas	Payroll	3/10/2020-3/31/2020	\$1,782.51			
				\$1,782.51	Direct Deposit	
Joe L. Bryson (Payroll)	Payroll	3/1/2020 - 3/31/2020	\$4,776.74			
				\$4,776.74	Direct Deposit	
		WARRANT TOTAL:		\$28,914.05		
		CHECKING TOTAL:		\$12,171.75		
		TOTAL BILLS PAID		\$41,085.80		

ITEM 6

RECLAMATION DISTRICT 1608
FINANCIAL REPORT - JUNE 3, 2020
% OF FISCAL YEAR ELAPSED THROUGH MAY 31, 2020 - 91.67%

Budget Item	Budget Amount	Expended MTD	Expended YTD	% YTD
Operations & Maintenance Expenses				
Levee Superintendent	\$70,500.00	\$6,201.00	\$70,344.30	99.78%
Part Time Employees	23,000.00	3,599.00	20,535.50	89.28%
Payroll Taxes and Expenses	23,000.00	872.04	13,386.50	58.20%
Fences & Gates	50,000.00	608.13	26,701.19	53.40%
Locks & Signs	1,500.00	0.00	443.86	29.59%
Weed and Rodent Control & Clean up	14,000.00	1,554.12	5,410.64	38.65%
Levee Repair Fund (General Operations & Maintenance)	50,000.00	0.00	34,282.77	68.57%
Levee Repair Fund (Levee Capital Improvement Projects)	100,000.00	350.00	28,710.97	28.71%
Special Projects (Sediment Removal Project)	0.00	0.00	0.00	0.00%
Pump System Maintenance	2,000.00	21.77	259.41	12.97%
Wireless Services (Cell and Mobile Computer)	1,800.00	120.08	2,206.01	122.56%
Emergency Equipment & Supplies	1,000.00	0.00	19.60	1.96%
Garbage Service	5,500.00	562.68	3,395.58	61.74%
District Vehicle (Fuel, Maintenance and Repairs)	3,500.00	186.23	3,302.91	94.37%
TOTAL	\$345,800.00	\$14,075.05	\$208,999.24	60.44%
General Expenses				
Trustee Fees	\$9,500.00	\$740.25	\$8,142.75	85.71%
Secretary Fees	10,000.00	1,135.00	10,861.97	108.62%
Office Expenses (includes storage facility)	1,000.00	215.17	901.52	90.15%
General Legal	55,000.00	3,917.50	35,805.86	65.10%
Audit	4,200.00	0.00	185.00	4.40%
County Administration Costs	7,250.00	1,751.50	6,369.86	87.86%
Property and Liability Insurance	9,500.00	0.00	9,643.00	101.51%
Workers Compensation Insurance	8,000.00	472.88	5,280.37	66.00%
Election Costs	26,000.00	0.00	17,956.43	69.06%
Newsletters & Public Communications	12,000.00	0.00	7,716.02	64.30%
TOTAL	\$142,450.00	\$8,232.30	\$102,862.78	72.21%
Engineering Expenses				
General Engineering	\$22,000.00	\$2,083.75 *	\$18,423.99	83.75%
Plan Review Engineering	40,000.00	6,167.27	35,894.11	89.74%
Administration of Delta Levee Subventions Program	25,000.00	1,346.25	19,831.57	79.33%
Periodic Levee Property Inspections and Surveys	25,000.00	0.00	0.00	0.00%
Routine Levee Maintenance Consultation	10,000.00	1,533.37	15,497.17	154.97%
Engineering, Mgmt & Inspection of Capital Imp. Projects	35,000.00	0.00	2,030.60	5.80%
DWR 5 Year Plan	50,000.00	4,531.25	14,761.53	29.52%
Miscellaneous Expenses (e.g. travel)	0.00	0.00	0.00	0.00%
Assessment Engineering	2,100.00	0.00	1,226.44	58.40%
Sediment Removal Project	200,000.00	17,033.78	110,671.72	55.34%
TOTAL	\$409,100.00	\$32,695.67	\$218,337.13	53.37%
Warrant Interest Expenses				
Warrant Interest Expense	\$0.00	\$0.00	\$0.00	0.00%
TOTAL	\$0.00	0.00	\$0.00	0.00%
TOTAL EXPENDITURES	\$897,350.00	\$55,003.02	\$530,199.15	59.08%

* \$1,620.00 General + \$463.75 5 SJC Delta Gmt Phase 2 = \$2,083.75

Budget Item	Anticipated Income	Income MTD	Income YTD	% YTD
Income				
Property Taxes	\$208,120.00	\$103,827.06	\$233,651.73	112.27%
Interest Income	23,000.00	9,509.00	41,343.00	179.75%
Interest Income - DWR - 5 Year Plan		158.00	510.00	
Assessments	298,000.00	134,734.79	298,804.38	100.27%
Subvention Reimbursement	200,000.00	0.00	0.00	0.00%
Other Reimbursable Expenses	50,000.00	0.00	0.00	0.00%
Totals	\$779,120.00	\$248,228.85	\$574,309.11	73.71%

Cash On Hand	
Cash Balance as of July 1, 2019	\$2,188,490.31
Revenues (YTD), as of April 30, 2020	579,860.84
Bank of Stockton Account Balance - May 29, 2020	7,604.48
Expenses (YTD), as of April 30, 2020	502,336.49
TOTAL CASH	\$2,273,619.14
Cash On Hand (Exclusive of Reserves)	\$2,273,619.14

Reserves	
Capital Improvement Reserve	\$500,000.00
Board-Designated Reserve	900,000.00

5-Year Plan PFA		\$37,500.00
Progress Billing No. 1 Transfer fo Funds	\$4,323.73	\$33,176.27



CROCE, SANGUINETTI, & VANDER VEEN^{INC.}

CERTIFIED PUBLIC ACCOUNTANTS

May 27, 2020

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, 2020. 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, 2020. 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, 2020 not to exceed \$3,925. 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^{INC.}

CERTIFIED PUBLIC ACCOUNTANTS

May 27, 2020

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, 2020.

You have requested that we prepare the Special Districts Financial Transactions Report of **Reclamation District No. 1608** for the year ending June 30, 2020.

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, 2020 not to exceed \$400. 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 7

**RECLAMATION DISTRICT NO. 1608
ORDINANCE 2020-01**

**ORDINANCE ESTABLISHING TRUSTEE COMPENSATION FOR MEETING
ATTENDANCE**

WHEREAS, on March 6, 2019, the Reclamation District 1608 (the “District”) Trustees duly adopted Ordinance 2019-01, increasing Trustee compensation for meeting attendance from \$235 per meeting to \$246.75 per meeting; and

WHEREAS, Water Code section 20200 et seq. allows an increase to the amount of Trustee compensation to be increased by an amount not to exceed 5% for each calendar year following the operative date of the last adjustment; and

WHEREAS, a public hearing to consider an increase in the compensation of the members of the District Board of Trustees was duly noticed in accordance with Water Code section 20203 and Government Code section 6066, and said hearing was held on the date hereof; and

WHEREAS, in compliance with the requirements of Water Code section 20200 et seq., the District’s Board desires to increase compensation paid to Trustees for meeting attendance by 5%, which is an increase of \$12.34 to the current amount \$246.75 per meeting resulting in an amount of \$259.09 per meeting as Trustee compensation.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT 1608 AS FOLLOWS:

Section 1. Trustee compensation shall be \$259.09 for each day’s attendance at meetings of the Board as defined in the District’s applicable compensation policy.

Section 2. This ordinance is not intended to impose, and shall not be construed or given effect in a manner that imposes, upon the District or any officer or employee thereof, a mandatory duty of care toward persons and property within or without the District so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. If any provision of this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not effect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The city council hereby declares that it would have adopted this ordinance irrespective of the validity of any particular portion thereof.

Section 4. This ordinance shall become effective sixty (60) days after its final passage.

On motion of Trustees, seconded by Trustees the foregoing ordinance was duly passed by the Board of Trustees of Reclamation District 1608 at a regular meeting thereof held on June 3, 2020 by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

MICHAEL PANZER, President

ATTEST:

ELVIA TRUJILLO, Secretary

ITEM 8

**RECLAMATION DISTRICT NO. 1608
LINCOLN VILLAGE WEST
BOARD OF TRUSTEES MEETING
WEDNESDAY, JUNE 3, 2020,
8:00 A.M.
ENGINEER'S REPORT**

I. PLAN REVIEW

- A. Review status of Annual Levee Inspection of the District's Levee system.

EXHIBIT A: Violation/Remedy Tracking for 2020 Inspection.

II. DELTA GRANT II – PROPOSED STORAGE CONTAINER AND SUPPLYS

- A. Review and update the Board of Trustees of the Delta Grant II – Proposed Storage Container and supplies. Container delivered and set up floodfight materials being ordered.

EXHIBIT B: Field Photos of the new container.

III. SEDIMENT REMOVAL PROJECT

- A. Review letters to Landowners along Sediment Removal Alignment.

1. Typical Request for temporarily relocation of **Boat/Vessel moored** to existing dock.

EXHIBIT C: Letter to landowners for Boat/Vessel relocation.

- a) Typical Acknowledgement and acceptance form of Boat/Vessel relocation.

EXHIBIT D: Acknowledgement for Boat/Vessel.

2. Typical Request for temporarily relocation of **Attached Dock Feature** to existing dock.

EXHIBIT E: Letter to landowners for Attached Dock Feature relocation.

- a) Typical Acknowledgement and acceptance form of Attached Dock Feature relocation.

EXHIBIT F: Acknowledgement for Attached Dock Feature.

3. Landowner lists for Boat Vessel Notice and Attached Dock Feature notice.

EXHIBIT G: Boat/Vessel List.

EXHIBIT H: Attached Dock Feature List.

- B. Review aerial map layout of dock numbers and addresses.

EXHIBIT I: Aerial Map Layout of Dock No.'s and Addresses.

IV. DELTA LEVEES SUBVENTION PROGRAM – AB 360

- A. Review status of work plan for the placement of rock slope protection at the Southeastern terminus of RD 1608 on Fourteenmile Slough. Dino & Son Co. will start work after July 1 to avoid the nesting bird issues within our CDFW Routine Maintenance Agreement.
- B. Seek authority of the Board of Trustees to prepare a less than \$25,000 contract for the annual maintenance of gates along the levee crown in the Southwest Quadrant.

ITEM 12

SHORT TERM GOALS 2020

1. Sediment Removal Project.
2. Participate in 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. 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
4. Raising Elevation of South West Levee.

ITEM 13

RD 1608: MASTER CALENDAR

JANUARY

- Update Levee Property DVD

FEBRUARY

- Annual Review of Trustee Compensation
- Send out Form 700s, remind Trustees of April 1 filing date

MARCH

- Yearly Employee Evaluations
- 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
- Tour of Levee System
- Annual CEQA Exemption

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 2019 (every three years thereafter)

NOVEMBER

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

DECEMBER

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

Term of Current Board Members:

Name	Term Commenced	Term Ends
Dan MacDonnell	2017	First Friday of Dec 2021
Brett Tholborn	2019	First Friday of Dec 2023
Michael Panzer	2019	First Friday of Dec 2023

Assessment Expires 6/30/2025

Emergency Operation Plan Review – June 2022

Reclamation District Meetings

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

ITEM 14

ITEM 15

Reclamation District 1608
Bills Paid - June 3, 2020 Board Meeting

NAME	Date	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	SUBVENTION FUND
Michael Panzer (6/3/20 Mtg)		Trustee Fee	\$246.75				
				\$246.75	6324		
Brett Tholborn (6/3/20 Mtg)		Trustee Fee	\$246.75				
				\$246.75	6325		
Dan MacDonnell (6/3/20 Mtg)		Trustee Fee	\$246.75				
				\$246.75	6326		
Elvia Trujillo	May 2020	Secretary Fee	\$1,135.00				
				\$1,135.00	6327		
Neumiller & Beardslee	5/15/2020	308329	\$3,917.50				
				\$3,917.50	6328		
Kjeldsen, Sinnock & Neudeck	5/22/2020	27839	\$1,620.00				
	5/22/2020	27840	\$1,346.25				
	5/22/2020	27841	\$6,167.27				
	5/22/2020	27842	\$463.75				
	5/22/2020	27843	\$17,033.78				
	5/22/2020	27844	\$4,531.25				
	5/22/2020	27845	\$1,533.37				
				\$32,695.67	6329		
PG&E (Landview & Seagull)	4/30/2020	0950847867-5	\$10.45				
PG&E (Stone River)		2999432760-8	\$11.32				
				\$21.77	6330		
David Mazzara, Sr.	5/16/2020	346105	\$350.00				
(Electrical Work for Storage Container)				\$350.00	6331		
Reclamation District 1608	5/27/2020		\$40,000.00				
(Transfer to Checking Account)				\$40,000.00	6332		
State of California Payroll Taxes	5/15/2020		\$142.34				
	5/30/2020		\$475.31				
				\$617.65		online	

Reclamation District 1608
Bills Paid - June 3, 2020 Board Meeting

Federal Government Payroll Taxes	5/15/2020		\$358.47			
	5/30/2020		\$2,084.62			
				\$2,443.09	online	
Bank of Stockton Visa	5/11/2020		\$7,719.15			
	5/26/2020		\$3,000.00			
				\$10,719.15	online	
John Maestas	Payroll	05/01/2020-05/15/2020	\$1,150.55		Direct Deposit	
				\$1,150.55		
David Mazzara	Payroll	05/1/2020-05/15/2020	\$950.53		Direct Deposit	
		05/16/2020-05/31/2020	\$1,125.43		Direct Deposit	
				\$2,075.96		
Joe L. Bryson (Payroll)	Payroll	5/1/2020 - 5/31/2020	\$4,384.79			
				\$4,384.79	Direct Deposit	
		WARRANT TOTAL:		\$78,860.19		
		CHECKING TOTAL:		\$21,391.19		
		TOTAL BILLS PAID		\$100,251.38		