

**MEETING AGENDA FOR  
RECLAMATION DISTRICT NO. 1608  
BOARD OF TRUSTEES REGULAR MEETING  
8:00 A.M. MARCH 3, 2021**

**Coronavirus COVID-19 Notice**

In accordance with the Governor's Executive Order N-33-20, and for the period in which the Order remains in effect, Reclamation District 1608 Board Chambers will be closed to the public.

To accommodate the public during this period of time that the Board's Chambers are closed to the public, Reclamation District 1608 Board of Trustees has arranged for members of the public to observe and comment at the meeting telephonically.

**TO ATTEND BY TELECONFERENCE:**

Toll-Free Dial-In Number: (877) 778-1806

CONFERENCE ID 891949

Once connected, we request you kindly mute your phone

Call to Order.

Roll Call.

Agenda Items.

1. Public Comment. Under Government Code Section 54954.3, members of the public may address the Board on any issue in the District's jurisdiction. The public may address any item on the agenda as it is taken up.
2. Approval of Minutes. Minutes of the regular meeting of February 3, 2021.
3. Financial Report. Review, discuss, and accept financial report.
  - a. Approve Insurance Policy for 2021/2022 insurance year.
4. Engineer's Report. Request for directions and approvals.
  - I. Sediment Removal Project. Request for directions and approvals.
  - II. Consider new permit requests from homeowners.
    - a) 6207 Embarcadero Drive  
Owners – Ms. Barbara Delgado  
Permit – Request to permit pavers on levee crown to remove gravel from being carried in on family shoes into Ms. Delgado's home. Request to plant dwarf peach trees on levee.
  - III. Delta Levee Subventions Program
    - a) Review status of fallen tree at 3612 Fourteen Mile Drive
    - b) Review status of gate repairs along Southwest Quadrant
    - c) Report on commencement of annual inspection of lot encroachments
5. Public Hearing. Ordinance Increasing the Compensation for Meeting Attendance.
  - a. Adopt Ordinance 2021-01 Establishing Trustee Compensation for Meeting Attendance.

*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 Elvia Trujillo 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.*

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.
  - a. Next meeting April 7, 2021
11. Correspondence.
12. Approval of Bills.
13. Closed Session.
  - a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: Levee Superintendent
  - b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: District Secretary
14. Employee Contracts. Discussion and possible action regarding changes to Levee Superintendent and Secretary contracts.
15. Staff Reports.
  - (a) Attorney. The Agenda for this meeting was posted on the window outside the meeting room at 3121 West March Lane, Suite 100, Stockton, California, at least seventy-two (72) hours preceding the meeting.
16. Adjournment.

*This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code §54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact Elvia Trujillo 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**  
**March 3, 2021**

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

# ITEM 2

**MINUTES OF THE REGULAR MEETING OF BOARD OF TRUSTEES  
FOR RECLAMATION DISTRICT 1608  
HELD TELEPHONICALLY ON WEDNESDAY, FEBRUARY 3, 2021**

A Regular Meeting of the Board of Trustees of Reclamation District 1608 was called to order telephonically at 8:00 a.m. by President Michael Panzer on Wednesday, February 3, 2021, via Toll-Free Dial-In Number: (877) 778-1806.

**TRUSTEES PRESENT WERE:**

MICHAEL PANZER  
BRETT THOLBORN  
DAN MacDONNELL

**OTHERS PRESENT WERE:**

ANDY PINASCO  
CHRIS NEUDECK  
JOE BRYSON  
ELVIA TRUJILLO  
DOT LOFSTROM  
GERARD & CHRISTINE HAMMER

**ABSENT**

DANIEL SCHROEDER

1. **Public Comment.** None.
2. **Approval of Minutes.** Minutes of the regular meeting of January 6, 2021. The Trustees reviewed the minutes. Trustee Tholborn noticed a discrepancy on the trustee names that seconded the motion to approve minutes and Secretary Trujillo was to make that correction. After further review,

It was moved, seconded (B. Tholborn/D. MacDonnell) and unanimously carried by the Board Trustees of Reclamation District 1608, that the minutes of the January 6, 2021 regular meeting were approved.

3. **Financial Report.** Review, discuss, and accept financial report. District Secretary, Elvia Trujillo, presented a written and oral report. She informed the Board the financial report for this meeting includes the final payment to Dixon Marine (Payment #7) in the amount of \$110,712.01 for the release of the Sediment Removal Project retention funds. A log sheet detailing the registered warrants related to the Sediment Removal Project was also provide for the review of the Trustees and posted on the District website in advance of the meeting. Secretary Trujillo informed the Board an invoice from Port City Marketing in the amount of \$4,227.51 was received the day before the meeting but not in time to be added to the list of bills provided as part of the agenda packet. A revised financial report

will be included with the minutes reflecting the addition of the Port City Marketing invoice. After review,

It was moved, seconded (B. Tholborn/D. MacDonnell) and unanimously carried by the Board of Trustees of Reclamation District 1608 that the Financial Report presented at the February 3, 2021 meeting be approved.

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

I. Sediment Removal Project. Request for directions and approvals.

- a) Review general status of project. *Please see Engineer's Report, Section I.*
- b) Review payment applications. *Please see Engineer's Report, Section I.*
- c) Report on Port of Stockton Agreement. *Please see Engineer's Report, Section I.*

II. Consider new permit requests from homeowners.

- a) 3730 Fourteen Mile Drive  
Owners – Larry and Renata Mamaril  
Permit – Pool permit for consideration  
*Please see Engineer's Report, Section II.*
- b) 3848 Fourteen Mile Drive  
Owners – Gerrard & Chris Hammer  
Permit – Review an application for installation of artificial turf on top of existing levee slopes both land and waterside and ground cover and 6 plants, decorative rock, and potted plants.  
*Please see Engineer's Report, Section II.*

III. Delta Levee Subventions Program

- a) Review fallen tree at 3612 Fourteen Mile Drive  
*Please see Engineer's Report, Section III.*

*From Engineer's Report:*

**I. SEDIMENT REMOVAL PROJECT**

A. There should be one final payment of \$110,712.01 for the release of retention anticipated for request at the February Board Meeting.

Chris Neudeck reported the final invoice from Dixon Marine has been received in the amount of \$110,712.01 and is being presented at this meeting for approval of payment. At this stage, the project is basically complete.

B. The District needs to expect to receive a \$375,444.40 invoice shortly from the Port of Stockton (POS) for use of their disposal ponds per the Agreement and Amendment.

Mr. Neudeck reported the District should anticipate receiving an invoice from the Port of Stockton in the amount of \$375,444.40. Since the invoice was not received in time for this meeting, it will be on next month's payment schedule.

## II. PLAN REVIEW

A. Permit Requests from Homeowners:

- a) **3730 Fourteen Mile Drive**  
Mr. & Mrs. Larry & Renata Mamaril  
Index No. 36, Lot No. 409  
APN 098-500-37

Engineer Neudeck reported. Mr. and Mrs. Mamaril's application for a swimming pool is pending review until the survey is received. The survey will reflect whether or not the pool will encroach on the levee section. Once the survey is received and reviewed, Mr. Neudeck will be reporting back to the Board.

- b) 3848 Fourteen Mile Drive  
Mr. and Mrs. Gerard & Chris Hammer  
Index No. 27, Lot No. 149  
APN 098-370-11

*Excerpt from Engineer's Report:*

Review an application installation of artificial turf on top of existing levee slopes both land and waterside and ground cover and 6 plants, decorative rock and potted plants. KSN is supportive and recommends approval of the artificial turf and limited agapanthus but not ground cover. Potted plants must be limited to 6 pots not exceeding 24" in diameter. Seek the Board of Trustees approval for this application with these special conditions.

*EXHIBIT A: January 25, 2021 Encroachment  
APPLICATION for turf and landscaping.*

*EXHIBIT B: Plans of turf and ground cover with plan layout.*

*EXHIBIT C: Site Photos of the lot.*

Chris Neudeck presented this item. Mr. and Mrs. Hammer are requesting to install artificial turf, groundcover, six plants, decorative rock, and potted plants. The recommendation from Mr. Neudeck is not to support the groundcover as it will be a problem when inspecting the area. In lots where there has been groundcover, strips have been cut in order to inspect the area. The agapanthus should be limited as well as the potted plants. Mr. Neudeck reported the Hammers are prepared to accept the permit for the turf and the turf will be expanded in the future with the ultimate goal of covering their entire slope. He referenced the application and images marked as Exhibits A, B, and C. He then welcomed comments from the Board. President Panzer asked whether the agapanthus is a plant that can grow rampant or if it could be controlled so it does not interfere with visibility or operations. Mr. Hammer replied the agapanthus plants are not very large and it should not be an issue to keep them under control. He then added that he and Mrs. Hammer are okay with no groundcover but would like the rest included. Mr. Neudeck agrees with the nature of the agapanthus and also limits the potted plants to six and said inspections will continue to make sure everything is maintained to Standards. After discussion, it was agreed the application would be amended to include the artificial turf, decorative rock, six potted plants, and six agapanthus plants- everything with the exception of the groundcover.

It was moved, seconded (B. Tholborn/D. MacDonnell) and unanimously carried by the Board of Trustees of Reclamation District 1608 to approve Application for 3848 Fourteen Mile Drive as amended.

Mr. Neudeck made a final comment to Mr. and Mrs. Hammer to let them know Attorney Pinasco will be preparing an agreement. Once the agreement is ready, Mr. Neudeck will be in contact with the Board President and the Hammers to obtain signatures.

### **III. AB 360 DELTA LEVEE SUBVENTIONS PROGRAM**

- A. Review fallen tree at:
  - (a) 3612 Fourteen Mile Drive  
Mr. & Mrs. John & Daniela Burke  
Index No. 42, Lot No. 415  
APN 098-490-35



Review status of letter written by General Counsel Dan Schroeder.

Costs set forth in Last Meeting's Report:

Tree Removal:

- Dino & Son \$7,540 (not to exceed)
- Larry's Tree Service \$5,400

Levee Repair:

- Dino & Son \$10,420 (not to exceed)

*EXHIBIT D: Letter to Burkes from Dan Schroeder dated 1/13/21*

*EXHIBIT E: Attachment 9 Agreement Relative to Certain Encroachments on Easement of Reclamation District No. 1608*

Engineer Chris Neudeck presented this item. He reminded the Board that this item is related to the willow tree that fell over. At the last meeting it was directed that General Counsel send a letter to the homeowners regarding their responsibility. That letter has been sent and has been incorporated as Exhibit D and the agreement signed by the prior landowners has also been included as Exhibit E. Mr. Neudeck added that the agreement runs in fee with the property, on behalf of the parcel itself. At this point Mr. Pinasco announced the Burkes were on line joining the meeting. Mr. John Burke began by expressing he did not like the letter and it makes him uncomfortable that it is his responsibility to pay for the tree damage as he just recently purchased the property. President Panzer explained the letter spells out the Levee Standards that need to be met and, unfortunately, people purchase property without the knowledge it is their responsibility to meet the Levee Standards. Mr. Pinasco stressed the District's responsibility is to operate and maintain the levee and any vegetation has to be maintained by the homeowner and can't leave a hole in the levee as it will weaken the levee. The ultimate goal is to avoid levee failure.

Mr. Burke continued to express his frustration and felt the letter was not appropriate and that District representatives should have reached out. Mr. Neudeck explained the Levee Superintendent did reach out several times and the reason this matter was brought to the Board is because of lack of cooperation in removing the tree. Mr. Burke said he had called his insurance the day after the tree fell but due to COVID, insurance is backed up and has not been able to make contact with the agent and requested an extension of time. President Panzer asked Attorney Pinasco what action can be taken to allow some time to further explore the possibilities and Attorney Pinasco responded that until the 30 days are over, the District doesn't have the right to do anything. It is at the discretion of the Board as to what they would like to do after the 30 days. What can be done is to bring the item back to the next Board meeting and make sure that until then, there is communication with the Burkes. Discussion followed and the Board directed

Staff to work with Mr. and Mrs. Burke and to bring the item back to the next meeting. Mr. Pinasco said no cation is necessary for Staff to keep in contact with the Burkes and for monitoring the situation. It will be determined at the March meeting what recommendations or what action is necessary at that time.

5. **Trustee Compensation.** Discussion and request for direction.

Attorney Pinasco presented. Mr. Pinasco reported this is an item that was requested to be put on the agenda annually. The ordinance allows Trustee compensation increases by five percent (5%) as a maximum per calendar year. Trustee compensation is currently at \$259.09 per meeting and with the increase, the new figure would be \$272.04. Mr. Pinasco explained this cannot be decided today as publication needs to appear in the newspaper first and Trustees can take action on this item at the next Board meeting. The Board directed Staff to issue appropriate publication and to bring item to next Board meeting.

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

Mr. Bryson presented an oral and written report. He reported there was a lot of clean up work at the pump station and also had to fill several holes that were left by gophers at the North East and North West levees. As previously reported, Mr. Bryson is still having to deal with homeless and taggers in the area and with patching up cut fences. For item 7 of the Levee Superintendent Report, Mr. Bryson reported the recent windstorm blew a gate over that is now in need of repair. Mr. Neudeck said this year, the storm brought additional repairs. Since the District has already expended the amount budgeted for fence repairs, it is up to the Board whether this gate can be repaired, however, he did mention that he is not sure if it will be reimbursable under the levee repair program. Regardless, it would require an amendment to the budget and the next program year will not start until July 1<sup>st</sup>. Mr. Neudeck said the address is 3518 Fourteen Mile rather than 3618 Fourteen Mile. President Panzer mentioned he had a conversation with the property owner, Mr. Acosta, and he had Larry's Tree Service trim two trees on the water side of levee and one down on the berm. President Panzer suggested to Mr. Acosta to keep his trees healthy and pack the hole in the tree caused termites. President Panzer recommended to Mr. Acosta that he keep his trees vital, otherwise, he will have the same problem as his neighbors. Mr. Acosta didn't realize that if the tree goes down, he will have the same responsibility as Mr. Burke. He is aware of his responsibility and it's something he can defer for a long time provided trees are kept healthy. Mr. Bryson continued through his report for the remainder of the items and discussed as necessary.

Mr. Neudeck mentioned the District needs to have operable gates and would like the Board to authorize the gate that was damaged to be fixed and wait until the summer to do all other gates. Mr. Pinasco said if budget amount is exceeded, Board authorization would have to be given to staff. The Board directed that Joe Bryson proceed in the direction of repairing the gate and directed Mr. Pinasco to bring the budget amendment to the next meeting.

7. **Report by Trustees on meetings attended and upcoming meetings. Request for direction.**

President Panzer reported he attended a meeting at the Ag Commissioner's Office and spent time with the biologist regarding the permit for use of chemicals for pest and vegetation control and was able to get the permit renewed. The District can spray for the weeds as it usually does but it was emphasized that the District must notify all schools by April 1<sup>st</sup> of each year.

8. **Report and possible action on Progress of Tasks Assigned at Previous Board Meetings.**

None.

9. **Discussion and direction on Short-Term and Long-Range Goals.**

Attorney Pinasco reported the Short-Term and Long-Term Goals were updated as requested at the last meeting adding the Prop 218 Assessment on Long Term Goals. President Panzer also requested that the title be updated from 2020 to 2021.

10. **District Calendar. Discussion and direction.**

a. Next meeting March 3, 2021

11. **Correspondence.**

Other than the correspondence included in the agenda packet, there is no additional correspondence of note.

12. **Approval of Bills.**

Secretary Trujillo reported an invoice from Port City Marketing was received after the agenda packet went out. The list of invoices will be revised to include this invoice and will be attached to the minutes. After review,

It was moved, seconded (B. Tholborn/D. MacDonnell) and unanimously carried by the Board of Trustees of Reclamation District 1608 that the List of Bills to be Paid presented at the February 3, 2021 meeting be approved.

13. **Staff Reports. None.**

(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.

14. **Adjournment.** The meeting adjourned at 9:12 a.m.

Respectfully submitted,

Elvia C. Trujillo  
District Secretary

**RECLAMATION DISTRICT 1608**  
**FINANCIAL REPORT - FEBRUARY 3, 2021**  
**% OF FISCAL YEAR ELAPSED THROUGH JANUARY 31, 2021 - 58%**

Budget Item	Budget Amount	Expended MTD	Expended YTD	% YTD
<b>Operations &amp; Maintenance Expenses</b>				
01 Levee Superintendent	\$73,000.00	\$7,040.00	\$48,140.00	65.95%
02 Part Time Employees	25,000.00	0.00	13,239.50	52.96%
03 Payroll Taxes and Expenses	23,000.00	1,277.16	9,748.38	42.38%
04 Fences & Gates	50,000.00	26,897.90	57,008.01	114.02%
05 Locks & Signs	1,000.00	0.00	231.31	23.13%
06 Weed and Rodent Control & Clean up	7,500.00	1,326.29	4,112.51	54.83%
07 Levee Repair Fund (General Operations & Maintenance)	35,000.00	66.32	10,617.18	30.33%
08 Levee Repair Fund (Levee Capital Improvement Projects)	50,000.00	0.00	17,500.35	35.00%
09 Special Projects (Sediment Removal Project)	2,797,835.66	114,074.51	2,484,648.76	88.81%
010 Pump System Maintenance	750.00	10.80	138.73	18.50%
011 Wireless Services (Cell and Mobile Computer)	2,500.00	120.08	776.56	31.06%
012 Emergency Equipment & Supplies	22,000.00	0.00	817.00	3.71%
013 Garbage Service	4,000.00	0.00	5,680.79	142.02%
014 District Vehicle (Fuel, Maintenance and Repairs)	3,500.00	120.14	1,079.81	30.85%
<b>TOTAL</b>	<b>\$3,095,085.66</b>	<b>\$160,933.20</b>	<b>\$2,653,738.89</b>	<b>85.74%</b>
<b>General Expenses</b>				
G1 Trustee Fees	\$10,000.00	\$1,036.36	\$7,513.61	75.14%
G2 Secretary Fees	12,000.00	1,022.50	7,057.50	58.81%
G3 Office Expenses (includes storage facility)	1,000.00	0.00	950.92	95.09%
G4 General Legal	55,000.00	1,669.20	28,803.95	52.37%
G5 Audit	4,500.00	0.00	4,325.00	96.11%
G6 County Administration Costs	7,250.00	0.00	4,698.07	64.80%
G7 Property and Liability Insurance	10,000.00	0.00	0.00	0.00%
G8 Workers Compensation Insurance	8,000.00	507.17	3,471.98	43.40%
G9 Election Costs	0.00	0.00	0.00	0.00%
G10 Newsletters & Public Communications	16,000.00	4,227.51	4,407.39	27.55%
<b>TOTAL</b>	<b>\$123,750.00</b>	<b>\$8,462.74</b>	<b>\$61,228.42</b>	<b>49.48%</b>
<b>Engineering Expenses</b>				
E1 General Engineering	\$22,000.00	\$1,939.93	\$12,756.69	57.98%
E2 Plan Review Engineering	40,000.00	0.00	14,583.63	36.46%
E3 Administration of Delta Levee Subventions Program	25,000.00	903.75	14,565.78	58.26%
E4 Periodic Levee Property Inspections and Surveys	20,000.00	0.00	0.00	0.00%
E5 Routine Levee Maintenance Consultation	15,000.00	1,882.40	7,830.90	52.21%
E6 Engineering, Mgmt & Inspection of Capital Imp. Projects	35,000.00	0.00	0.00	0.00%
E7 DWR 5 Year Plan	50,000.00	146.25	22,773.75	45.55%
E8 Miscellaneous Expenses (e.g. travel)	0.00	0.00	0.00	0.00%
E9 Assessment Engineering	2,000.00	0.00	1,033.94	51.70%
E10 Sediment Removal Project	0.00	0.00	0.00	0.00%
<b>TOTAL</b>	<b>\$209,000.00</b>	<b>\$4,872.33</b>	<b>\$73,544.69</b>	<b>35.19%</b>
<b>Warrant Interest Expenses</b>				
Warrant Interest Expense	\$0.00	\$0.00	\$0.00	0.00%
<b>TOTAL</b>	<b>\$0.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>0.00%</b>
 <b>TOTAL EXPENDITURES</b>	 <b>\$3,427,835.66</b>	 <b>\$164,268.27</b>	 <b>\$2,788,512.00</b>	 <b>81.35%</b>

Budget Item	Anticipated Income	Income MTD	Income YTD	% YTD
<b>Income</b>				
Property Taxes	\$208,120.00	\$0.00	\$134,373.77	64.57%
Interest Income	23,000.00	0.00	11,463.00	49.84%
Interest Income (DWR 5 Year Plan)	0.00	0.00	159.00	0.00%
Assessments	298,000.00	0.00	164,087.36	55.06%
Subvention Reimbursement	200,000.00	0.00	0.00	0.00%
Other Reimbursable Expenses (5 Year Plan)	50,000.00	8,581.50	22,517.93	45.04%
Delta Grant II - Flood Fight Supplies	14,500.00	0.00	0.00	0.00%
<b>Totals</b>	<b>\$793,620.00</b>	<b>\$8,581.50</b>	<b>\$332,601.06</b>	<b>41.91%</b>

<b>Cash On Hand</b>	
Cash Balance as of July 1, 2020	\$2,292,380.70
Revenues (YTD), as of December 31, 2020	332,569.62
Bank of Stockton Account Balance - February 1, 2021	45,522.97
Expenses (YTD), as of December 31, 2020	2,029,922.82
<b>TOTAL CASH</b>	<b>\$640,550.47</b>

**Cash On Hand** **\$640,550.47**

<b>Reserves</b>	
Board-Designated Reserve (For District Operations Only)	\$300,000.00

<b>5-Year Plan PFA</b>	<b>Transfers</b>	<b>Interest</b>	<b>\$37,500.00</b>
Interest (10/31/2019)		\$176.00	\$37,676.00
Interest (1/31/2020)		\$176.00	\$37,852.00
Progress Billing No. 1 Transfer fo Funds (3/2/2020)	\$4,323.73		\$33,528.27
Interest (4/30/2020)		\$158.00	\$33,686.27
Progress Billing No. 2 Transfer fo Funds (6/30/2020)	\$1,822.75		\$31,863.52
Progress Billing No. 3 Transfer of Funds (7/31/2020)	\$4,667.62		\$27,195.90
Interest (7/31/2020)		\$107.00	\$27,302.90
Progress Billing No. 4 Transfer of Funds (9/11/2020)	\$4,078.12		\$23,224.78
Progress Billing No. 5 Transfer of Funds (9/11/2020)	\$5,071.50		\$18,153.28
Interest (10/31/2020)		\$52.00	\$18,205.28
Progress Billing No. 6 Transfer of Funds (12/3/2020)	\$2,373.75		\$15,831.53
Progress Billing No. 7 Transfer of Funds (12/3/2020)	\$3,489.75		\$12,341.78
Progress Billing No. 8 Transfer of Funds (12/3/2020)	\$2,718.00		\$9,623.78

Reclamation District 1608  
Bills to be Paid - February 3, 2021 Board Meeting

NAME	Date	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	SUBVENTION FUND
Michael Panzer (2/3/2021 Regular Mtg)	2/3/2021	Trustee Fee	\$259.09				
1/7/21 Meeting at Ag Commissioner's Office	1/7/2021	Trustee Fee	\$259.09				
				<b>\$518.18</b>	<b>6435</b>		
Brett Tholborn (2/3/2021 Regular Mtg)	2/3/2021	Trustee Fee	\$259.09				
				<b>\$259.09</b>	<b>6436</b>		
Dan MacDonnell (2/3/2021 Regular Mtg)	2/3/2021	Trustee Fee	\$259.09				
				<b>\$259.09</b>	<b>6437</b>		
Elvia Trujillo (January 2021)	2/3/2021	Secretary Fee	\$1,022.50				
				<b>\$1,022.50</b>	<b>6438</b>		
PG&E (Landview & Seagull)		0950847867-5	\$0.00				
PG&E (Stone River)	1/21/2021	2999432760-8	\$10.80				
				<b>\$10.80</b>	<b>6439</b>		
Neumiller & Beardslee	1/11/2021	314202	\$1,669.20				
				<b>\$1,669.20</b>	<b>6440</b>		
Kjeldsen Sinnock & Neudeck	1/26/2021	29483	\$1,449.93				
	1/26/2021	29484	\$641.25				
	1/26/2021	29485	\$262.50				
	1/26/2021	29486	\$490.00				
	1/26/2021	29487	\$3,362.50				
	1/26/2021	29488	\$146.25				
	1/26/2021	29489	\$1,882.50				
				<b>\$8,234.93</b>	<b>6441</b>		
Dino & Son Ditching Services, Inc.	10/19/2020	20-94	\$1,000.00				
	1/27/2020	21-10	\$24,954.57				
				<b>\$25,954.57</b>	<b>6442</b>		
Dixon Marine Services	1/26/2021	Progress Pay #7	\$110,712.01				
				<b>\$110,712.01</b>	<b>6443</b>		





# ITEM 3

# ITEM 3

**RECLAMATION DISTRICT 1608**  
**FINANCIAL REPORT - MARCH 3, 2021**  
**% OF FISCAL YEAR ELAPSED THROUGH FEBRUARY 29, 2021 - 66.67%**

Budget Item	Budget Amount	Expended MTD	Expended YTD	% YTD
<b>Operations &amp; Maintenance Expenses</b>				
01 Levee Superintendent	\$73,000.00	\$6,560.00	\$54,700.00	74.93%
02 Part Time Employees	25,000.00	6,596.00	19,835.50	79.34%
03 Payroll Taxes and Expenses	23,000.00	1,217.05	10,965.43	47.68%
04 Fences & Gates	50,000.00	3,409.24	60,417.25	120.83%
05 Locks & Signs	1,000.00	0.00	231.31	23.13%
06 Weed and Rodent Control & Clean up	7,500.00	321.48	4,433.99	59.12%
07 Levee Repair Fund (General Operations & Maintenance)	35,000.00	2,582.79	13,199.97	37.71%
08 Levee Repair Fund (Levee Capital Improvement Projects)	50,000.00	0.00	17,500.35	35.00%
09 Special Projects (Sediment Removal Project)	2,797,835.66	378,362.55	2,863,011.31	102.33%
010 Pump System Maintenance	750.00	21.71	160.44	21.39%
011 Wireless Services (Cell and Mobile Computer)	2,500.00	120.08	896.64	35.87%
012 Emergency Equipment & Supplies	22,000.00	129.20	946.20	4.30%
013 Garbage Service	4,000.00	0.00	5,680.79	142.02%
014 District Vehicle (Fuel, Maintenance and Repairs)	3,500.00	138.54	1,218.35	34.81%
<b>TOTAL</b>	<b>\$3,095,085.66</b>	<b>\$399,458.64</b>	<b>\$3,053,197.53</b>	<b>98.65%</b>
<b>General Expenses</b>				
G1 Trustee Fees	\$10,000.00	\$777.27	\$8,290.88	82.91%
G2 Secretary Fees	12,000.00	1,047.50	8,105.00	67.54%
G3 Office Expenses (includes storage facility)	1,000.00	(220.00)	730.92	73.09%
G4 General Legal	55,000.00	3,799.55	32,603.50	59.28%
G5 Audit	4,500.00	0.00	4,325.00	96.11%
G6 County Administration Costs	7,250.00	0.00	4,698.07	64.80%
G7 Property and Liability Insurance	10,000.00	100.00	100.00	1.00%
G8 Workers Compensation Insurance	8,000.00	507.17	3,979.15	49.74%
G9 Election Costs	0.00	0.00	0.00	0.00%
G10 Newsletters & Public Communications	16,000.00	0.00	4,407.39	27.55%
<b>TOTAL</b>	<b>\$123,750.00</b>	<b>\$6,011.49</b>	<b>\$67,239.91</b>	<b>54.34%</b>
<b>Engineering Expenses</b>				
E1 General Engineering	\$22,000.00	\$641.25	\$13,397.94	60.90%
E2 Plan Review Engineering	40,000.00	667.50	15,251.13	38.13%
E3 Administration of Delta Levee Subventions Program	25,000.00	1,343.75	15,909.53	63.64%
E4 Periodic Levee Property Inspections and Surveys	20,000.00	0.00	0.00	0.00%
E5 Routine Levee Maintenance Consultation	15,000.00	1,204.50	9,035.40	60.24%
E6 Engineering, Mgmt & Inspection of Capital Imp. Projects	35,000.00	0.00	0.00	0.00%
E7 DWR 5 Year Plan	50,000.00	195.00	22,968.75	45.94%
E8 Miscellaneous Expenses (e.g. travel)	0.00	0.00	0.00	0.00%
E9 Assessment Engineering	2,000.00	0.00	1,033.94	51.70%
E10 Sediment Removal Project	0.00	0.00	0.00	0.00%
<b>TOTAL</b>	<b>\$209,000.00</b>	<b>\$4,052.00</b>	<b>\$77,596.69</b>	<b>37.13%</b>
<b>Warrant Interest Expenses</b>				
Warrant Interest Expense	\$0.00	\$0.00	\$0.00	0.00%
<b>TOTAL</b>	<b>\$0.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$3,427,835.66</b>	<b>\$409,522.13</b>	<b>\$3,198,034.13</b>	<b>93.30%</b>

Budget Item	Anticipated Income	Income MTD	Income YTD	% YTD
<b>Income</b>				
Property Taxes	\$208,120.00	\$1,717.26	\$136,091.03	65.39%
Interest Income	23,000.00	1,184.00	12,647.00	54.99%
Interest Income (DWR 5 Year Plan)	0.00	19.00	178.00	0.00%
Assessments	298,000.00	0.00	164,087.36	55.06%
Subvention Reimbursement	200,000.00	0.00	0.00	0.00%
Other Reimbursable Expenses (5 Year Plan)	50,000.00	0.00	22,517.93	45.04%
Delta Grant II - Flood Fight Supplies	14,500.00	0.00	0.00	0.00%
<b>Totals</b>	<b>\$793,620.00</b>	<b>\$2,920.26</b>	<b>\$335,521.32</b>	<b>42.28%</b>

<b>Cash On Hand</b>	
Cash Balance as of July 1, 2020	\$2,292,380.70
Revenues (YTD), as of January 31, 2021	335,470.88
Bank of Stockton Account Balance - March 1, 2021	23,002.80
Expenses (YTD), as of January 31, 2021	2,171,527.94
<b>TOTAL CASH</b>	<b>\$479,326.44</b>
<b>Cash On Hand</b>	<b>\$479,326.44</b>

<b>Reserves</b>	
Board-Designated Reserve (For District Operations Only)	\$300,000.00

<b>5-Year Plan PFA</b>	<b>Transfers</b>	<b>Interest</b>	<b>\$37,500.00</b>
Interest (10/31/2019)		\$176.00	\$37,676.00
Interest (1/31/2020)		\$176.00	\$37,852.00
Progress Billing No. 1 Transfer fo Funds (3/2/2020)	\$4,323.73		\$33,528.27
Interest (4/30/2020)		\$158.00	\$33,686.27
Progress Billing No. 2 Transfer fo Funds (6/30/2020)	\$1,822.75		\$31,863.52
Progress Billing No. 3 Transfer of Funds (7/31/2020)	\$4,667.62		\$27,195.90
Interest (7/31/2020)		\$107.00	\$27,302.90
Progress Billing No. 4 Transfer of Funds (9/11/2020)	\$4,078.12		\$23,224.78
Progress Billing No. 5 Transfer of Funds (9/11/2020)	\$5,071.50		\$18,153.28
Interest (10/31/2020)		\$52.00	\$18,205.28
Progress Billing No. 6 Transfer of Funds (12/3/2020)	\$2,373.75		\$15,831.53
Progress Billing No. 7 Transfer of Funds (12/3/2020)	\$3,489.75		\$12,341.78
Progress Billing No. 8 Transfer of Funds (12/3/2020)	\$2,718.00		\$9,623.78
Interest (1/31/2021)		\$19.00	\$9,642.78

**ITEM 3.a**



**CALIFORNIA ASSOCIATION OF MUTUAL WATER COMPANIES  
JOINT POWERS RISK AND INSURANCE MANAGEMENT AUTHORITY (JPRIMA)**

**COVERAGE PROPOSAL  
Reclamation District 1608**

**COVERAGE PERIOD  
4/1/2021 - 4/1/2022**

**PRESENTED BY:  
Dohrmann, An Alera Group Insurance Agency LLC**



**Insurance Administrator  
[www.alliedpublicrisk.com](http://www.alliedpublicrisk.com)  
Allied Community Insurance Services, LLC  
CA License Number: 0L01269  
National Producer Number: 17536322**



**PREMIUM SUMMARY**

**NOTE:** This proposal is prepared from information supplied to us on the application submitted by you or insurance broker. It may or may not contain all terms requested on the application. Coverage is provided by the JPRIMA Memorandum of Coverage (MOC) and subject to its terms, exclusions, conditions and limitations. A specimen MOC is available for your review, as is the JPRIMA Member Agreement. Enrollment in the JPRIMA requires execution of the JPRIMA Member Agreement as well as membership in the California Association of Mutual Water Companies (Cal Mutuals).

PAGE	COVERAGE SECTION		PREMIUM
3-7	<b>SECTION 1. PROPERTY</b> (Property, Equipment Breakdown & Mobile Equipment)	\$	<b>232.00</b>
8	<b>SECTION 2. COMMERCIAL CRIME</b>	\$	<b>570.00</b>
9-10	<b>SECTION 3. COMMERCIAL GENERAL LIABILITY</b>	\$	<b>4,358.00</b>
11	<b>SECTION 4. PUBLIC OFFICIALS &amp; MANAGEMENT LIABILITY</b> (Wrongful Acts, Employment Practices & Employee Benefits, Privacy and Network Risk)	\$	<b>1,137.00</b>
12	<b>SECTION 5. BUSINESS AUTO</b>	\$	<b>1,457.00</b>
13	<b>SECTION 6. COMMERCIAL EXCESS LIABILITY</b>	\$	<b>2,075.00</b>
		<b>MEMBER CONTRIBUTION</b>	<b>\$ 9,829.00</b>
		<b>JPRIMA ADMINISTRATION FEES</b>	<b>\$ 1,086.00</b>
		<b>TOTAL AMOUNT DUE*</b>	<b>\$ 10,915.00</b>

\*Payment is due within thirty (30) days of binding.

**NOTES:**

The JPRIMA MOC has a common anniversary date of April 1, 2021.

**Terrorism coverage is automatically included for Property and General Liability.**

**Renewal terms are per expiring and subject to a completed, signed and dated Renewal application. Please note any exposure change(s) may result in premium changes.**

**COVERAGE PROPOSAL FOR MEMBER: Reclamation District 1608**

**EFFECTIVE DATE: 4/1/2021 - 4/1/2022**

**DISCLAIMER:** Actual coverage is subject to the language of the MOC as issued.



**SECTION 1. PROPERTY\***

**\*PROPERTY IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

**FORM:**

- Proprietary & Integrated

**LIMITS:**

<b>Blanket Property:</b> (Real Property & Business Personal Property)	<b>\$107,552</b>
<b>Blanket Coverage Extension:</b> A separate blanket limit that applies to the following coverages: Business Income, Extended Business Income, Commandeered Property, Civil Authority, Extra Expense, Tenant Leasehold Interest, Electronic Data, Preservation of Property.	<b>\$100,000</b>
<b>Equipment Breakdown / Boiler &amp; Machinery:</b>	<b>Included</b>
<b>Mobile Equipment</b> (scheduled):	<b>\$10,000</b>
<b>Mobile Equipment</b> (unscheduled, maximum \$10,000 any one item):	<b>N/A</b>
<b>Mobile Equipment</b> (borrowed, rented & leased):	<b>N/A</b>
<b>Flood Zone X:</b> (shaded/unshaded)	<b>N/A</b>

**DEDUCTIBLES:**

- \$1,000** Property
- \$1,000** Mobile Equipment
- \$1,000** Equipment Breakdown (aboveground & less than 50 feet belowground)
- \$2,500** Equipment Breakdown (greater than 50 feet belowground)
- N/A** Flood Zone X (per occurrence)

**COVERAGE HIGHLIGHTS:**

- Blanket Property Limits & Blanket Coverage Extension Limits
- No Coinsurance Penalty
- Equipment Breakdown
- Foundations as Covered Property

**VALUATION:**

- Replacement Cost: Real Property & Business Personal Property
- Actual Cash Value: Mobile Equipment
- Actual Loss Sustained: Loss of Income & Expenses
- Market Price: Fine Arts

**KEY EXCLUSIONS:**

- Earthquake & Earth Movement
- Flood (unless coverage is designated above, such coverage would be limited to locations in Zone X only)

**COVERAGE PROPOSAL FOR MEMBER: Reclamation District 1608**

**EFFECTIVE DATE: 4/1/2021 - 4/1/2022**

**DISCLAIMER:** Actual coverage is subject to the language of the MOC as issued.



**SPECIAL COVERAGES:**

- **New Locations or Newly Constructed Property:**  
Pays up to \$1,000,000 for your new real property while being built on or off described premises as well as real property you acquire, lease or operate at locations other than the described premises; and business personal property located at new premises.
- **Utility Services – Direct Damage, Business Income & Expense:**  
Pays up to \$250,000 for covered property damaged by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss and does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. Separate limits apply to Direct Damage and Business Income/Expense.
- **Pollution Remediation Expenses:**  
Pays up to \$100,000 or \$250,000 for remediation expenses resulting from a Covered Causes of Loss or Specified Cause of Loss occurring during the coverage period and reported within 180 days. Covered Causes of Loss means risks of direct physical loss unless the loss is excluded or limited by the Property Coverage Form. Specified Cause of Loss means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow; ice or sleet; water damage; and equipment breakdown.
- **SCADA Upgrades:**  
Pays up to \$100,000 to upgrade your scheduled SCADA system after direct physical loss from a Covered Cause of Loss. The upgrade is in addition to its replacement cost. SCADA means the Supervisory Control and Data Acquisition system used in water and wastewater treatment and distribution to monitor leaks, waterflow, water analysis, and other measurable items necessary to maintain operations.
- **Contract Penalties:**  
Pays up to \$100,000 for contract penalties you are required to pay due to your failure to deliver your product according to contract terms solely as a result of direct physical loss or damage by a Covered Cause of Loss to Covered Property.
- **Contamination:**  
Pays up to \$250,000 for loss or damage to covered property because of contamination as a result of a Covered Cause of Loss. Contamination means direct damage to real property and business personal property caused by contact or mixture with ammonia, chlorine, or any chemical used in the water and / or wastewater treatment process.
- **Property In Transit:**  
Pays up to \$100,000 for direct physical loss or damage to covered property while in transit more than 1000 feet from the described premises. Shipments by mail must be registered for covered to apply. Electronic data processing property and fine arts are excluded.
- **Unintentional Errors:**  
Pays up to \$250,000 for any unintentional error or omission you make in determining or reporting values or in describing the covered property or covered locations.

## KEY DEFINITIONS

### ■ **Real Property:**

The buildings, items or structures described in the Declarations that you own or that you have leased or rented from others in which you have an insurable interest. This includes:

- Aboveground piping;
- Aboveground and belowground penstock;
- Additions under construction;
- Alterations and repairs to the buildings or structures;
- Buildings;
- Business personal property owned by you that is used to maintain or service the real property or structure or its premises, including fire-extinguishing equipment; outdoor furniture, floor coverings and appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- Completed additions;
- Exterior signs, meaning neon, automatic, mechanical, electric or other signs either attached to the outside of a building or structure, or standing free in the open;
- Fixtures, including outdoor fixtures;
- Foundations;
- Glass which is part of a building or structure;
- Light standards;
- Materials, equipment, supplies and temporary structures you own or for which you are responsible, on the premises or in the open (including property inside vehicles) within 1000 feet of the premises, used for making additions, alterations or repairs to buildings or structures at the premises;
- Paved surfaces such as sidewalks, patios or parking lots;
- Permanently installed machinery and equipment;
- Permanent storage tanks;
- Solar panels;
- Submersible pumps, pump motors and engines;
- Underground piping located on or within 100 feet of premises described in the Declarations;
- Underground vaults and machinery.

### ■ **Business Personal Property:**

The property you own that is used in your business including:

- Furniture and fixtures;
- Machinery and equipment;
- Computer equipment;
- Communication equipment;
- Labor materials or services furnished or arranged by you on personal property of others;
- Stock;
- Your use interest as tenant in improvements and betterments.
- Leased personal property for which you have a contractual responsibility to insure.

### ■ **Pollution Conditions:**

The discharge, dispersal, release, seepage, migration, or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, minerals, chemical elements and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**KEY DEFINITIONS** (continued)

■ **Remediation Expenses:**

Expenses incurred for or in connection with the investigation, monitoring, removal, disposal, treatment, or neutralization of pollution conditions to the extent required by: (1) Federal, state or local laws, regulations or statutes, or any subsequent amendments thereof enacted to address pollution conditions; and (2) a legally executed state voluntary program governing the cleanup of "pollution conditions."

■ **Outdoor Property:**

Fixed or permanent structures that are outside covered real property including but not limited to:

- Historical markers or flagpoles;
- Sirens, antennas, towers, satellite dishes, or similar structures and their associated equipment;
- Exterior signs not located at a premises;
- Fences or retaining walls;
- Storage sheds, garages, pavilions or other similar buildings or structures not located at a premises;
- Dumpsters, concrete trash containers, or permanent recycling bins; or
- Hydrants.

■ **Equipment Breakdown:**

Direct damage to mechanical, electrical or pressure systems as follows:

- Mechanical breakdown including rupture or bursting caused by centrifugal force;
- Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires;
- Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by you, or operated under your control;
- Loss or damage to steam boilers, steam pipes, steam engines or steam turbines; or
- Loss or damage to hot water boilers or other water heating equipment;
- If covered electrical equipment requires drying out as a result of a flood, we will pay for the direct expenses for such drying out.
- None of the following are covered objects as respects to equipment breakdown:
  - a. Insulating or refractory material;
  - b. Buried vessel or piping;
  - c. Sewer piping, piping forming a part of a fire protection system or water piping other than:
    - (1) Feed water piping between any boiler and its feed pump or injector;
    - (2) Boiler condensate return piping; or
    - (3) Water piping forming a part of refrigerating and air conditioning vessels and piping used for cooling, humidifying or space heating purposes;
  - d. Structure, foundation, cabinet or compartment containing the object;
  - e. Power shovel, dragline, excavator, vehicle, aircraft, floating vessel or structure, penstock, draft tube or well-casing;
  - f. Conveyor, crane, elevator, escalator or hoist, but not excluding any electrical machine or electrical apparatus mounted on or used with this equipment; and
  - g. Felt, wire, screen, die, extrusion, late, swing hammer, grinding disc, cutting blade, cable chain, belt, rope, clutch late, brake pad, non-metallic part or any part or tool subject to frequent, periodic replacement.



**PROPERTY SUBLIMITS:**

Coverage				Limit		
Accounts Receivable	X	\$500,000	<input type="checkbox"/>	\$1,000,000	<input type="checkbox"/>	\$2,000,000
Valuable Papers and Records	X	\$500,000	<input type="checkbox"/>	\$1,000,000	<input type="checkbox"/>	\$2,000,000
Contamination	X	\$250,000				
Tools and Equipment Owned by Your Employees	X	\$5,000	<input type="checkbox"/>	\$10,000	<input type="checkbox"/>	\$25,000
Personal Effects and Property of Others	X	\$5,000	<input type="checkbox"/>	\$10,000	<input type="checkbox"/>	\$25,000
New Locations or Newly Constructed Property		\$1,000,000				
Business Personal Property at New Locations		\$1,000,000				
Backup/Overflow of Water from Sewer, Drain, Sump		\$250,000				
Utility Services - Direct Damage		\$250,000				
Utility Services –		\$250,000				
Business Income and Extra Expense						
Dependent Business Premises		\$250,000				
Property at Other Locations		\$250,000				
Pollution Remediation Expense (specified cause of loss)		\$250,000				
Outdoor Property (unscheduled)		\$100,000				
Contract Penalties		\$100,000				
Pollution Remediation Expense (covered cause of loss)		\$100,000				
Property in Transit		\$100,000				
SCADA Upgrades		\$100,000				
Indoor and Outdoor Signs (unscheduled)		\$50,000				
Limited Coverage for “Fungus”, Wet Rot or Dry Rot		\$50,000				
Fine Arts		\$25,000				
Fire Department Service Charge		\$25,000				
Fire Protection Devices		\$25,000				
Key and Lock Replacement Expenses		\$25,000				
Trees, Shrubs & Plants (maximum \$1,000 any one item)		\$25,000				
Arson Reward		\$10,000				
Rental Reimbursement – Mobile Equipment		\$10,000				
Cost of Inventory or Adjustment		\$5,000				
Non-Owned Detached Trailers		\$5,000				
Water Contamination Notification Expenses		\$5,000				
Patterns, Dies, Molds, Forms		\$2,500				
Debris Removal		<b>25% of scheduled limit plus \$250,000</b>				
Ordinance or Law Provision		<b>100% of scheduled limit plus 25%</b>				

**NOTES:**

Contribution is calculated from attached property schedule; review property schedule for coverage and limit adequacy.

**Flood and Earthquake coverages are excluded.**

**COVERAGE PROPOSAL FOR MEMBER: Reclamation District 1608**

**EFFECTIVE DATE: 4/1/2021 - 4/1/2022**

**DISCLAIMER:** Actual coverage is subject to the language of the MOC as issued.



**SECTION 2. COMMERCIAL CRIME\***

**\*COMMERCIAL CRIME IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

**FORM:**

- Proprietary & Integrated

**RATING BASIS:**

- On file with underwriter
- Non auditable

**LIMITS:**

COVERAGE GROUP SELECTED	EMPLOYEE THEFT	FORGERY OR ALTERATION	INSIDE THE PREMISES Theft of Money and Securities	INSIDE THE PREMISES Robbery or Safe Burglary or Other Property	OUTSIDE THE PREMISES	COMPUTER FRAUD	FUNDS TRANSFER FRAUD	MONEY ORDERS & COUNTERFEIT PAPER CURRENCY
	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
X	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
	\$500,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
	\$1,000,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
	\$2,000,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000

**DEDUCTIBLE:**

\$1,000 each claim

**DESIGNATED EMPLOYEE BENEFIT PLAN(S):**

**COVERAGE HIGHLIGHTS:**

- Separate Limits Apply to Each Coverage
- Coverage Extended to Directors and Authorized Volunteers
- Faithful Performance

**NOTES:**

**COVERAGE PROPOSAL FOR MEMBER: Reclamation District 1608**

**EFFECTIVE DATE: 4/1/2021 - 4/1/2022**

**DISCLAIMER:** Actual coverage is subject to the language of the MOC as issued.



**SECTION 3. GENERAL LIABILITY\***

**\*GENERAL LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

**FORM:**

- Occurrence
- Defense Costs Outside the Limit
- Proprietary & Integrated

**RATING BASIS:**

- On file with underwriter
- Non auditable

**LIMITS:**

Per Occurrence	<b>\$ 1,000,000</b>
General Aggregate	<b>\$10,000,000</b>
Products & Completed Operations Aggregate	<b>\$10,000,000</b>
Personal & Advertising Injury Limit	<b>\$ 1,000,000</b>
Damage to Premises Rented to You	<b>\$ 1,000,000</b>
Medical Payments	<b>\$ 10,000</b>

**DEDUCTIBLE:**

N/A

**COVERAGE HIGHLIGHTS:**

- Duty to Defend
- Broad Definition of Enrolled Named Member
- Blanket Additional Enrolled Named Member
- Water & Wastewater Testing Errors & Omissions
- Expanded Pollution Liability
- Failure to Supply (no ISO limitation)
- Lead (potable water)
- Waterborne Asbestos (potable water)
- Product Recall
- Impaired Property
- Fungi & Bacteria

**OPTIONAL COVERAGES:**

- Hired & Non Owned Automobile Liability
- Employee Benefits Liability
- Dam, Levee & Dike Structural Failure

**COVERAGE PROPOSAL FOR MEMBER: Reclamation District 1608**

**EFFECTIVE DATE: 4/1/2021 - 4/1/2022**

**DISCLAIMER:** Actual coverage is subject to the language of the MOC as issued.

## SPECIAL COVERAGES:

- **Water & Wastewater Testing Errors & Omissions:**  
Coverage is provided for damages arising out of an act, error or omission which arises from your water or wastewater testing.
- **Failure To Supply:**  
Coverage is provided for bodily injury or property damage arising out of the failure of any Enrolled Named Member to adequately supply water.
- **Waterborne Asbestos:**  
Coverage is provided for bodily injury or property damage from waterborne asbestos arising out of potable water which is provided by you to others.
- **Contractual Liability - Railroads:**  
Coverage is provided for any contract or agreement that indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
- **Pollution:**  
Coverage is provided for bodily injury or property damage which occurs or takes place as a result of your operations and arises out of the following:
  - Potable water which you supply to others;
  - Chemicals you use in your water or wastewater treatment process;
  - Natural gas or propane gas you use in your water or wastewater treatment process;
  - Urgent response for the protection of property, human life, health or safety conducted away from premises owned by or rented to or regularly occupied by you;
  - Your application of pesticide or herbicide chemicals if such application meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government;
  - Smoke drift from controlled or prescribed burning that has been authorized and permitted by an appropriate regulatory agency.
  - Fuels, lubricants or other operating fluids needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts
  - Escape or back-up of sewage or waste water from any sewage treatment facility or fixed conduit or piping that you own, operate, lease, control or for which you have the right of way, but only if property damage occurs away from land you own or lease.
  - Sudden and accidental events that are neither expected nor intended by an Enrolled Named Member. However, no coverage is provided under this exception for petroleum underground storage tanks.
- **Damage to Impaired Property or Property Not Physically Injured**  
Coverage is provided for bodily injury or property damage arising from your potable water, nonpotable water, or wastewater as well as any loss of use of other property arising out of sudden and accidental physical injury to “your product” or “your work” after it has been put to its intended use.
- **Fungi or Bacteria**  
Coverage is provided for bodily injury or property damage arising from any “fungi” or bacteria that are, are on, or are contained in a good or product intended for consumption; or to any injury or damage arising out of or caused by your water, irrigation, or wastewater intake, outtake, reclamation, treatment and distribution processes.
- **Recall of Products, Work or Impaired Property**  
Coverage applies to any injury or damage arising out of or caused by your potable water, nonpotable water, or wastewater for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of: “Your product”; “Your work”; or “Impaired property”; if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

## NOTES:

**Dam Failure is subject to a satisfactory Engineer/Dam Report.**



**SECTION 4. PUBLIC OFFICIALS & MANAGEMENT LIABILITY\***

**\*PUBLIC OFFICIALS & MANAGEMENT LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

**FORM:**

- Proprietary & Integrated
- Occurrence
- Defense Costs Outside the Limits

**RATING BASIS:**

- On file with underwriter
- Non auditable

**LIMITS:**

Wrongful Acts	<b>\$1,000,000</b> per act
Employment Practices (including third party discrimination)	<b>\$1,000,000</b> per offense
Employee Benefit Plans	<b>\$1,000,000</b> per act
Injunctive Relief	<b>\$5,000</b> per act
	<b>\$10,000,000</b> aggregate limit

**PRIVACY LIABILITY AND NETWORK RISK<sup>1</sup>:**

Privacy & Network Security Wrongful Acts	<b>N/A</b> per act
Breach Consultation Services	<b>N/A</b> per offense
Breach Response Services	<b>N/A</b> per offense
Public Relations & Data Forensics	<b>N/A</b> per act

<sup>1</sup>Coverage provided for Privacy Liability & Network Risk Coverage is issued on a claims made basis with defense inside the limit of liability. Privacy Retroactive Date:N/A. Privacy Deductible: None.  
\*\$1,000,000 maximum annual aggregate applies per Enrolled Named Member, with a \$2,000,000 coverage form aggregate applicable to all participating Enrolled Named Members.

**SPECIAL COVERAGE:**

- Inverse Condemnation

**RETROACTIVE DATE:**

N/A

**DEDUCTIBLE:**

**\$1,000 each claim including expenses**

**COVERAGE HIGHLIGHTS:**

- Duty To Defend
- Broad Definition of Enrolled Named Member including Past and Future Employees
- Outside Directorship

**NOTES:**

**Note Cyber Liability Coverage is excluded.**

**COVERAGE PROPOSAL FOR MEMBER: Reclamation District 1608**

**EFFECTIVE DATE: 4/1/2021 - 4/1/2022**

**DISCLAIMER:** Actual coverage is subject to the language of the MOC as issued.





**SECTION 5. BUSINESS AUTO\***

**\*BUSINESS AUTO IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

**FORM:**

- Proprietary & Integrated
- Occurrence
- Defense Costs Outside the Limits

**PORTFOLIO:**

Coverage	Symbol	Limit
Combined Single Limit for Bodily Injury & Property Damage (each accident)	1	\$1,000,000
Hired Auto Liability	8	\$1,000,000
Non-Owned Auto Liability	9	\$1,000,000
Medical Payments	2	\$5,000
Uninsured / Underinsured Motorists	2	\$1,000,000
Hired Physical Damage	8	\$100,000
Owned Physical Damage – Comprehensive	2	ACV
Owned Physical Damage – Collision	2	ACV
Towing & Rental Car Reimbursement (covered accident)		\$75 per Day up to 30 Days
Fleet Automatic		Included

**DEDUCTIBLE:**

**Liability: None**  
**Comprehensive: \$1,000**  
**Collision: \$1,000**

**NOTES:**

**Please refer to auto terms provided for per unit coverage.**



**SECTION 6. EXCESS LIABILITY\***

**\*EXCESS LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

**ISSUER:**

- California Association of Mutual Water Companies  
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

**REINSURER:**

- Allied World Insurance Company or affiliate
- A XV (Excellent) A.M. Best Rating

**FORM:**

- Following Form
- Occurrence
- Defense Costs Outside the Limits

**LIMITS:**

**\$3,000,000/\$3,000,000**

**SCHEDULED UNDERLYING POLICIES:**

Commercial General Liability - Yes  
 Hired and Non-Owned Auto Liability - Yes  
 Owned Auto Liability - Yes  
 Public Officials & Management Liability - Yes  
 Wrongful Acts - Yes  
 Employment Practices - Yes  
 Employee Benefit Plans - Yes  
 Employers' Liability: *(minimum underlying limit requirement of \$500,000 / \$500,000 / \$500,000)* - Yes  
 Other:

**NOTABLE EXCLUSION:**

- Workers' Compensation
- Uninsured Motorists / Underinsured Motorists
- Underlying Limits < \$1,000,000 except for Employers' Liability

**NOTES:**

Employers' Liability subject to JPRIMA security requirements.

# Proposal Letter

<b>POLICY NUMBER</b>	<b>Coverage is provided by:</b>	<b>Agency Code</b>
	Joint Powers Risk and Insurance Management Authori	
<b>POLICY PERIOD:</b>		
<b>From:</b> 04/01/2021 <b>To:</b> 04/01/2022 (12:01 AM Standard time at the address shown in Named Insured)		
<b>NAMED INSURED:</b>		
Reclamation District 1608 7035 Bridgeport Circle Stockton, CA 95207		<b>AGENT:</b>

### Location 1

7035 Bridgeport Circle  
Stockton, CA 95207

Territories	
<b>Liability</b>	005
<b>Property</b>	1
<b>Business Auto</b>	037
Location Totals	
<b>Business Auto</b>	\$1,457
<b>Total Premium</b>	\$1,457

<b>Business Auto</b>		
7035 Bridgeport Circle Stockton, CA 95207		
<b>Liability Limit</b>	<b>Liability Deductible</b>	<b>Type of Fleet</b>
\$1,000,000		Non-Fleet

<b>Non-Owned Auto</b>		
<b>Coverage</b>	<b>Limit / Deductible</b>	<b>Premium</b>
Liability	See Above	
Number of Employees	1	\$120
	NOA Premium :	\$120

<b>Vehicle Schedule</b>				
<b>Vehicle #</b>	<b>Year Make/Model</b>	<b>Class Code</b>	<b>VIN #</b>	<b>Type</b>
1	2015 Ford/F150	01199	1FTEX1C83FFB48769	Truck

<b>Vehicles</b>				
<b>Vehicle #</b>	<b>Cost New:</b>	<b>Territory:</b>	<b>Total Premum:</b>	<b>\$1,337</b>
<b>Coverage</b>	<b>Limit / Deductible</b>		<b>Premium</b>	
Liability	See Above		\$828	
Medical	\$5,000		\$49	
Comp	\$1,000		\$82	
Collision	\$1,000		\$256	
Uninsured	\$1,000,000		\$122	
Underinsured	\$1,000,000		Incl	

**Business Auto Policy Level Totals**

<b>Liability</b>	<b>\$948</b>
<b>Medical</b>	<b>\$49</b>
<b>Uninsured</b>	<b>\$122</b>
<b>Comprehensive</b>	<b>\$82</b>
<b>Collison</b>	<b>\$256</b>
<b>Total</b>	<b>\$1,457</b>
<b>Vehicle Totals</b>	<b>\$1,337</b>
<b>Drive Other / Hired Auto / Non Owned Total</b>	<b>\$120</b>

<b>Policy Totals</b>	
----------------------	--

<b>Business Auto</b>	\$1,457.00
<b>Policy Total</b>	\$1,457.00

Loc#	Description	Street	City	State	Zip	Building	Contents
1.1	Pump Station	S/E Corner of Grupe Park	Stockton	CA	95207	\$ 94,900.00	\$ -
2.1	Storage Shed	2 Cumberland Drive	Stockton	CA	95207	\$ 3,163.00	\$ 9,489.00
						\$ 98,063.00	\$ 9,489.00

**Total Combined Insurance Value: \$ 107,552.00**

PLEASE ADD CHANGES BELOW:

Valuation	Description (No punctuation)	Serial #/ ID #	Model Year
ACV	Portable Generator		

*Scheduled Inland Marine*  
**Total Value**



Value (Cost new)	
\$	10,000.00

**\$10,000.00**



# JPRIMA RENEWAL APPLICATION



Account Name: \_\_\_\_\_  
 Effective Date: \_\_\_\_\_

GENERAL INFORMATION	No Changes	*Update Needed
Mailing Address:	<input type="checkbox"/>	<input type="checkbox"/>
Street Address:	<input type="checkbox"/>	<input type="checkbox"/>

RENEWAL CHANGES	N/A	No Changes	*Update Needed
Operations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Field Payroll?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Quality Violations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Budget?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Full-Time Employees?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Course of Construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hydroelectric/Power Generating Facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pumps >1,000 HP?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REQUIRED ATTACHMENTS	N/A	No Changes	*Update Needed/Attached
<input type="checkbox"/> ACORD Application (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Property Schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Mobile Equipment Schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Auto Schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Additional Interests	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Driver List	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Dam and/or Levee Inspection Report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Copy of Current Work Comp Dec	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**\*UPDATE NEEDED/ATTACHED:** *(Please elaborate.)*

**CLAIMS**

In the past 5 years, are you aware of any claims/lawsuits against you or know of any other events / incidents / occurrences which might reasonably lead to a claim/lawsuit? *If yes, please provide details:*  Yes  No

In the past 5 years, have you received any claims/complaints or had any lawsuits brought by or on behalf of your customers / others regarding exposure to toxins, contaminants or pollutants as a result of your water/sewage services? *If yes, please provide details:*  Yes  No

*I have reviewed this application for accuracy before signing it. As a condition precedent to coverage, I hereby state that the information contained herein is true, accurate, and complete and that no material facts have been omitted, misrepresented, or misstated. I know of no other claims or lawsuits against the Applicant, and I know of no other events, incidents, or occurrences which might reasonably lead to a claim or lawsuit against the Applicant. I understand that this is an application for insurance only and that completion and submission of this application does not bind coverage with any insurer.*

<b>Applicant Signature:</b>	_____	_____
<b>Broker Signature:</b>	_____	_____

# ITEM 4

**RECLAMATION DISTRICT NO. 1608  
LINCOLN VILLAGE WEST  
BOARD OF TRUSTEES MEETING  
WEDNESDAY, MARCH 3, 2021  
8:00 A.M.  
ENGINEER'S REPORT**

**I. SEDIMENT REMOVAL PROJECT**

A. This project is 100% complete

**II. PLAN REVIEW**

**A. Permit Requests from homeowners**

- a) **6207 Embarcadero Dr.**  
Ms. Barbara Delgado  
Index No. 16, Lot No 1914  
APN 098-340-01  
Barbara (209) 598-4913 (H)

Review an application for the installation of a 12 ft X 20 ft area on the crown of the levee with concrete pavers. Section for pavers is 7 inches deep (4 inches of base rock and 1 inch of sand with 2 inches of concrete paver) Remove two existing trees and plant two dwarf peach trees. **KSN Inc. is not recommending approval of this application for encroachment.** KSN is not in favor of incising pavers into the levee crown thereby reducing the overall elevation of the levee and penetrating the District's levee design template. The preferred option for ridding the small gravel that gets stuck in the treads of shoes of those walking across the crown of the levee is to place Class II ¾ Aggregate Base.

Furthermore, **KSN Inc. is not recommending the planting any fruit trees** on the levee due to the likelihood of attracting rodents due to the fruit. This is supported by the Vegetation Policy of the Central Valley Flood Protection Board for which our Chapter 6 of our Levee Encroachment Standards refer to. *(In all cases where vegetation is allowed by permit, Section 131, Title 23, California Code of Regulations and Sections 6.02 through 6.06 of these Standards shall apply to such vegetation).*

**KSN Inc. supports the removal of two existing trees** provided that the Delgado's and/or their tree removal contractor remove all of the root system down to 3/8 of inch in diameter.

***EXHIBIT A: February 23, 2021 Encroachment APPLICATION for pavers and trees.***

***EXHIBIT B: Plans of and pictures of crown of levee and location of pavers***

***EXHIBIT C: Site Photos of the lot.***

### **III. AB 360 DELTA LEVEE SUBVENTIONS PROGRAM**

A. Review status of fallen tree at:

a) **3612 Fourteen Mile Drive**

Mr. & Mrs. John & Daniela Burke

Index No. 42, Lot No 415

APN 098-490-35

John's Cell 209.513.0275

Email: [Daniela.Burke@yahoo.com](mailto:Daniela.Burke@yahoo.com)

- B. Review status of gate repairs along Southwest Quadrant. This past year 5 gates were repaired where the previous year there were 7 gates repaired. Due to the recent windstorm approximately 3 weeks ago there was damage to an additional two gates. This work will exceed our 25,000/year budget by an additional amount of \$8,000-10,000. Discuss with the Board of Trustees whether they will authorize the changing of the wooden slats/stakes on the gate metal frames. This item of the gate restoration needs to be discussed with the Board of Trustees and seek direction on how they would like to proceed.
- C. Annual inspection of Lot Encroachments commenced on Monday March 1, 2021.

# Exhibit A

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Index No. 16 Lot No. 1914

**APPLICATION FOR APPROVAL OF PLANS AND/OR ENCROACHMENT PERMIT**

1. Application to the Reclamation District 1608 for approval to put a 12x20

area on top of levee with pavers and remove two existing trees + plant two dwarf peach trees. Pavers need to dig 7 inches, 4 inch base of rock, 1 inch of sand and pavers on top. See picture

2. Please check exhibits accompanying application.

a.  Location or vicinity map showing location of proposed work within the RD1608 area of responsibility, to permit visitation and inspection of work. Provide a marked-up copy of the RD1608 Boundary Map contained within the RD1608 Levee Encroachment Standards (Appendix E-1) to convey the appropriate location information (follow directions cited in Appendix E-1).

b.  A complete plan view and cross section of the proposed work, to scale, showing: dimensions; materials of construction and/or vegetative plantings; irrigation system; location of levee crown, toe and side slopes; relationship of the proposed work to the levee, adjacent home, RD1608 easement lines, and property lines; and any other notable feature within the lot.

c.  A cross section of the levee, berm, and stream area with dimensions and elevations of the levee crown, levee toes, floodplain, low water levee, etc., with reference to the U.S. Geological Survey, U.S. Corps of Engineers, or other datum generally used within the locale.

d.  Profiles of existing or proposed levees, fills, or other obstructions in the stream or overflow area with reference to the U.S. Geological Survey, U.S. Corps of Engineers, or other datum generally used within the locale.

See attached pictures

3. Please Print or Type:

Name of Applicant Barbara Delgado Address-Zip Code 6207 Embarcadero Telephone Number 209 598-4913  
Office \_\_\_\_\_ Home \_\_\_\_\_

Signature Barbara Delgado Date 2/23/21

**4. Endorsement**

We, the Trustees of Reclamation District 1608 at its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, hereby

**APPROVE** and give consent to the execution of the encroachment permit subject to the following conditions:

Conditions listed on the back of this form  Additional attached conditions.

No conditions

DENY the application for the following reasons:

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Date \_\_\_\_\_

Board of Trustees,  
Reclamation District 1608

5. Name and address of owners of adjacent land parcels sharing a length of point of common boundary with the land upon which the contents of this application apply.

<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Conditions:

1. Comply with Reclamation District 1608 Levee Encroachment Standards.
2. Submit new application for any future encroachment within ten (10) feet of levee toe.

SEE ATTACHED ADDITIONAL CONDITIONS. IF BOX CHECKED ON FRONT PAGE

3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_



# Exhibit B

---



12'

pavers

pavers

pavers

pavers

12'

20'

For Pavers

They need to dig 7 inches down

4" of base rock

1" of sand

pavers sit on top.

12x20 area

remover  
put in dwarf  
peach tree  
tree has  
fallen down

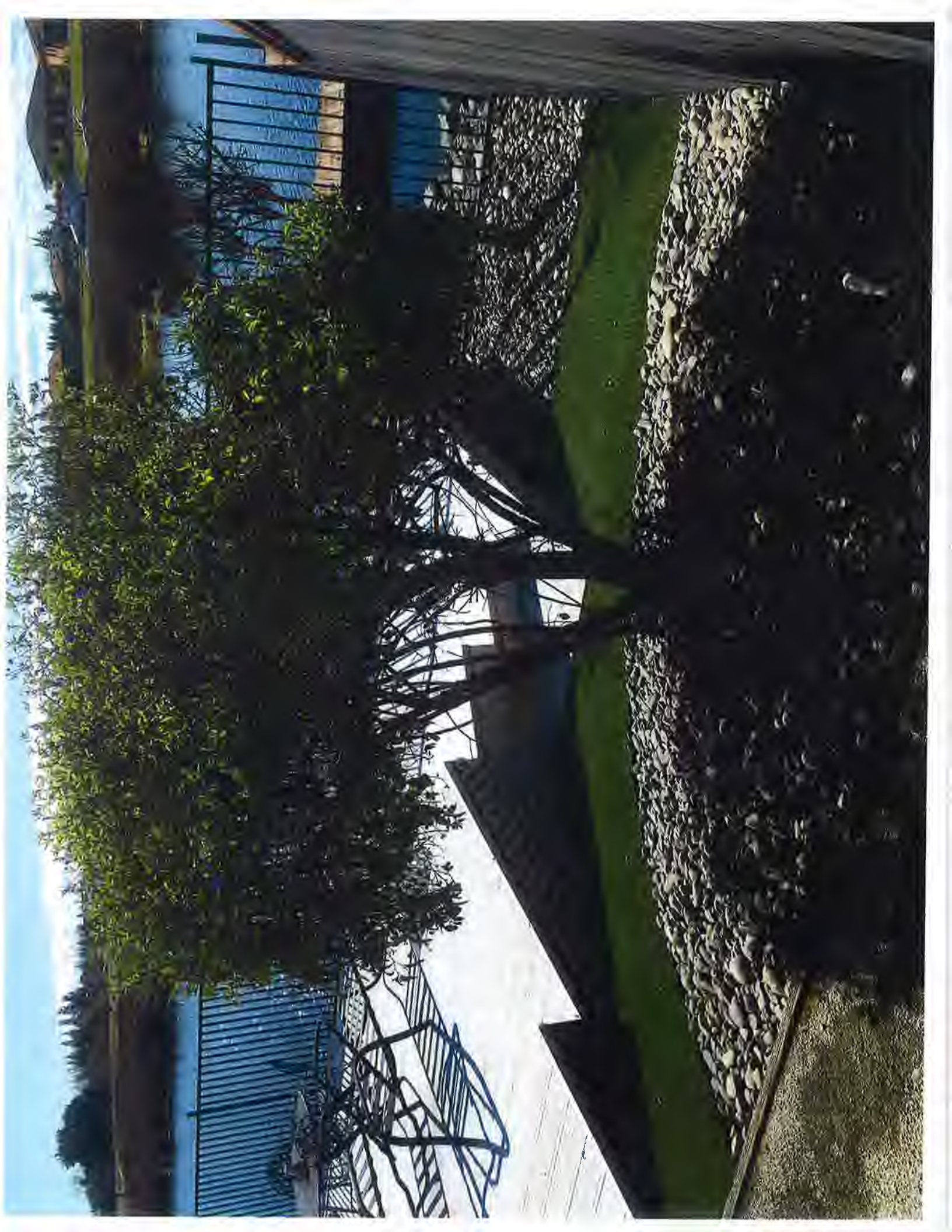


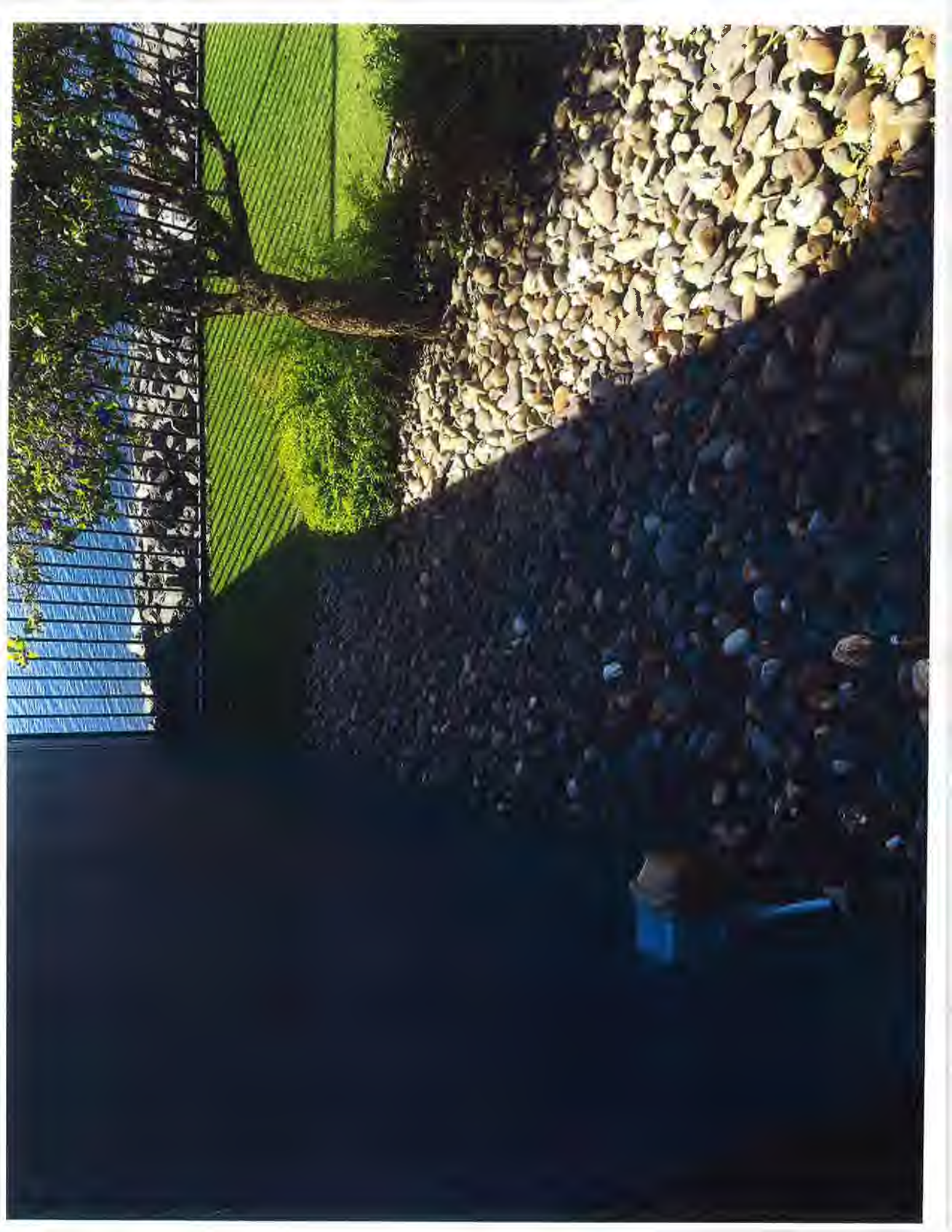
Remove  
part in  
dwarf  
peach  
tree



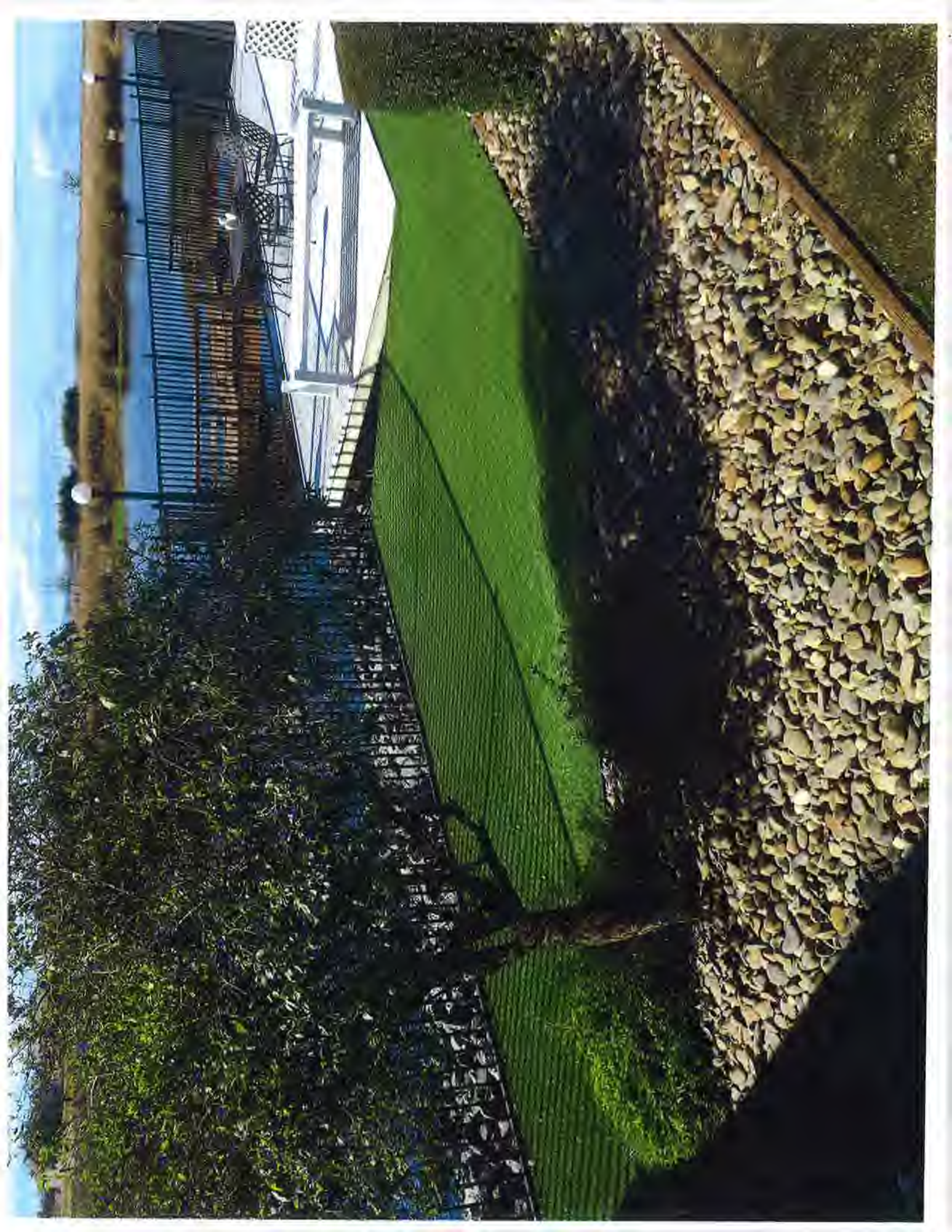
# Exhibit C

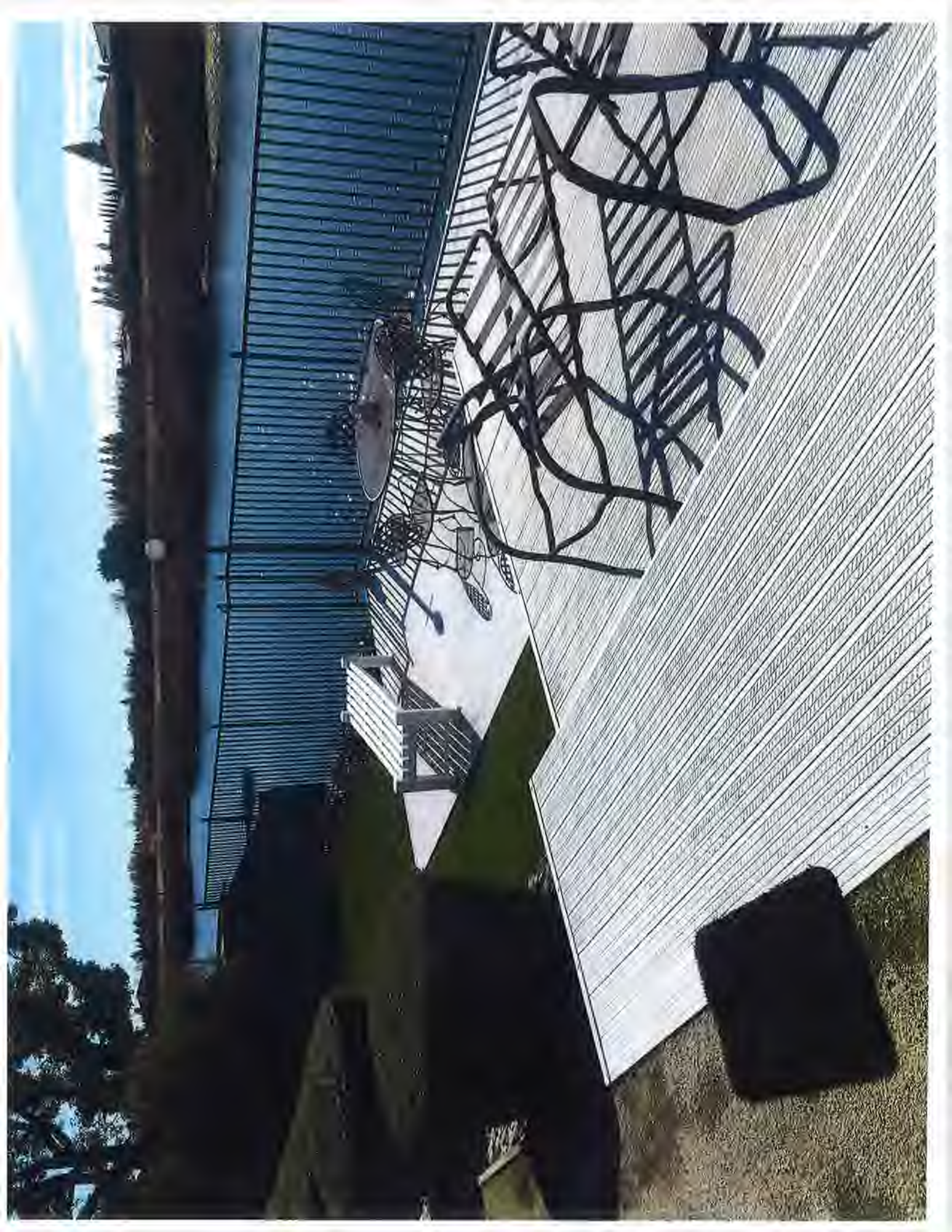
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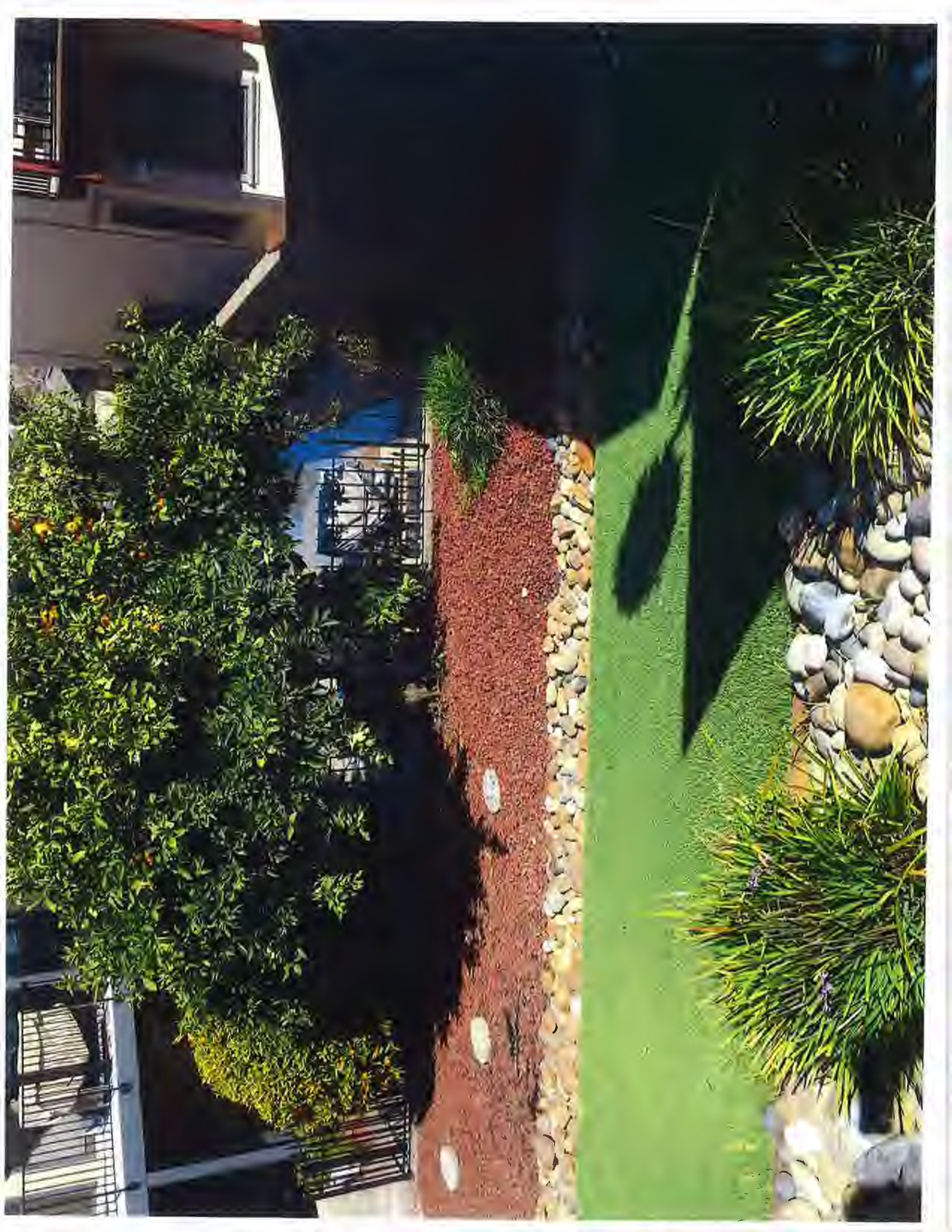






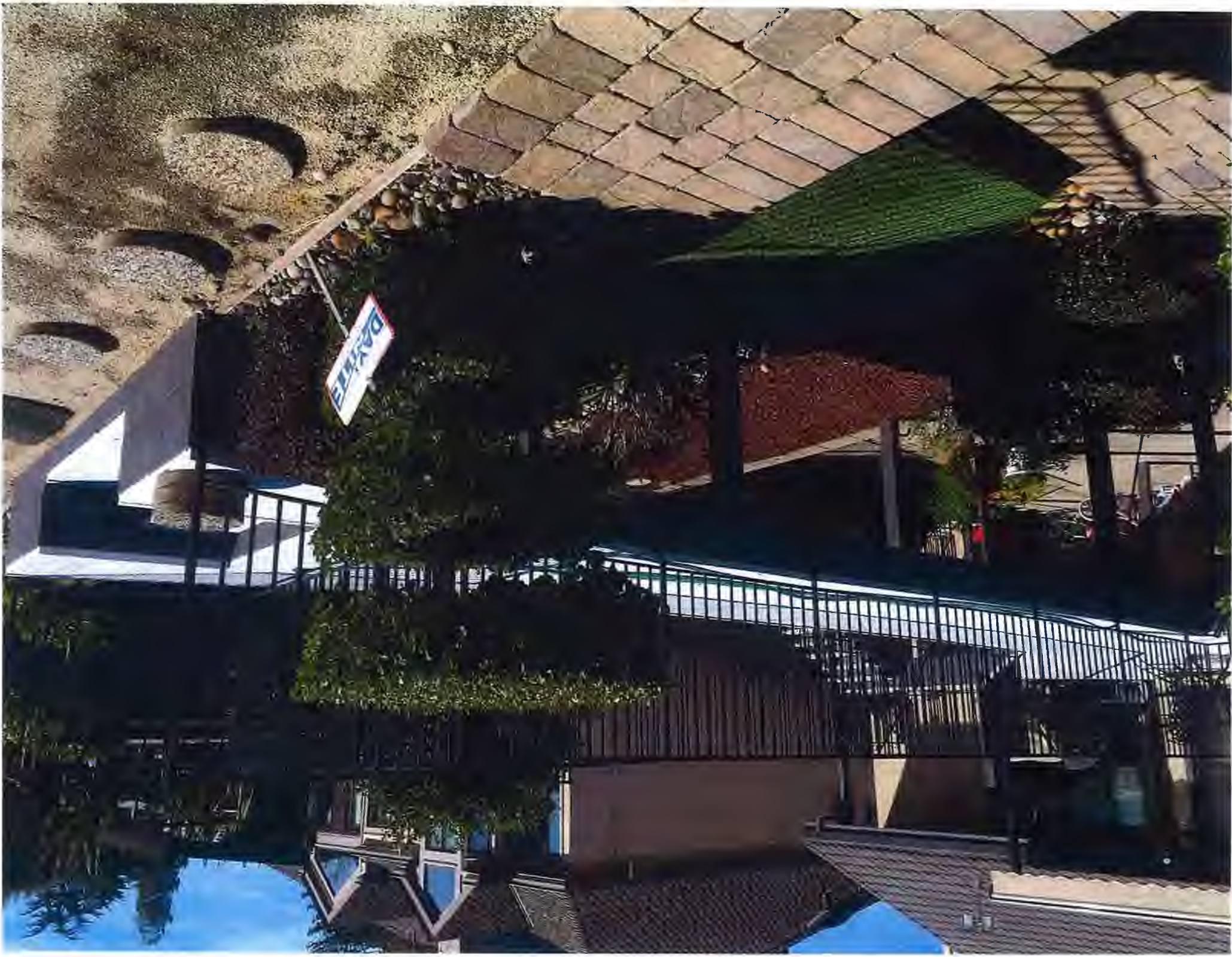












# ITEM 5

**RECLAMATION DISTRICT NO. 1608  
ORDINANCE 2021-01**

**ORDINANCE ESTABLISHING TRUSTEE COMPENSATION FOR MEETING  
ATTENDANCE**

WHEREAS, on June 3, 2020, the Reclamation District 1608 (the “District”) Trustees duly adopted Ordinance 2020-01, increasing Trustee compensation for meeting attendance from \$246.75 per meeting to \$259.09 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 \$12.95 to the current amount \$259.09 per meeting resulting in an amount of \$272.04 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 \$272.04 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 March 3, 2021 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

---

MICHAEL PANZER, President

ATTEST:

---

ELVIA TRUJILLO, Secretary

# ITEM 6

## MARCH 2021 RECLAMATION DISTRICT 1608 JOE BRYSON

1. Levee patrol station 00+thru 180+. Cleaned and checked pump station four times. Every other year I walk the levee. Land side and water side.
2. Opened gates seven times for Contractors and PG&E.
3. Homeless bad at Kelly West, will have the police out Monday. They are putting mattresses, box springs, and blankets on top of our fence and climbing over. Connecting a cable to our fence to hold up their tents.
4. New homeowners Karl and Danielle Siegel, 7052 Bridgeport Circle. Karl 209-598-6230, Danielle 209-598-5824.
5. Someone is shooting pellet and BB guns on North West levee.
6. Have pulled debris from North West levee rocks, Five Mile. Trash from North side homeless camp.
7. With warmer weather vegetation everywhere.
8. Repaired five fences. Lots of materials and many hours.
9. Called Chris at KSN. Homeowner cut down tree close to the toe, explored for roots.
10. On Monday KSN, engineers, and I will start our annual inspection.
11. Found two large dead birds, North West levee.
12. Three foxes on North West/North East levee.
13. Thursday March fourth will inspect and clean up South West levee.
14. Received a call from homeowner at 10665 Elkhorn Drive Stockton, California. He is demanding we take his address off our mailing list. He has no affiliation with Merrimack Green Association.
15. Had one of best months for work done. The guys did an excellent job. Some areas had a foot of vegetation growth.

# ITEM 9

## **SHORT TERM GOALS**

**2021**

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 10

## **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:**

<b>Name</b>	<b>Term Commenced</b>	<b>Term Ends</b>
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 12

Reclamation District 1608  
Bills to be Paid - March 3, 2021 Board Meeting

NAME	Date	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	SUBVENTION FUND
Michael Panzer (3/3/2021 Regular Mtg)	3/3/2021	Trustee Fee	\$259.09				
				\$259.09	6445		
Brett Tholborn (3/3/2021 Regular Mtg)	3/3/2021	Trustee Fee	\$259.09				
				\$259.09	6446		
Dan MacDonnell (3/3/2021 Regular Mtg)	3/3/2021	Trustee Fee	\$259.09				
				\$259.09	6447		
Elvia Trujillo (February 2021)	3/3/2021	Secretary Fee	\$1,047.50				
				\$1,047.50	6448		
PG&E (Landview & Seagull)	1/29/2021	0950847867-5	\$10.45				
PG&E (Stone River)	2/22/2021	2999432760-8	\$11.26				
				\$21.71	6449		
Neumiller & Beardslee	2/17/2021	315063	\$3,799.55				
				\$3,799.55	6450		
Kjeldsen Sinnock & Neudeck	2/22/2021	29726	\$641.25				
	2/22/2021	29727	\$1,256.25				
	2/22/2021	29728	\$87.50				
	2/22/2021	29729	\$667.50				
	2/22/2021	29730	\$2,918.15				
	2/22/2021	29731	\$195.00				
	2/22/2021	29732	\$1,204.50				
				\$6,970.15	6451		
California Assoc. of Mutual Water Agencies	1/25/2021	1569	\$100.00				
(2021 Membership Dues)				\$100.00	6452		
Paul E. Vaz Trucking	2/16/2021	73349	\$1,482.27				
	2/16/2021	73350	\$1,100.52				
				\$2,582.79	6453		

Reclamation District 1608  
Bills to be Paid - March 3, 2021 Board Meeting

Port of Stockton	2/5/2021	01-9012-2021	\$375,444.40			
				<b>\$375,444.40</b>	6454	
Bank of Stockton	3/3/2021	For Port of Stockton Payment	\$25,000.00	<b>\$25,000.00</b>	6455	
Bank of Stockton	3/3/2021	For Port of Stockton Payment	\$25,000.00	<b>\$25,000.00</b>	6456	
Bank of Stockton	3/3/2021	For Port of Stockton Payment	\$25,000.00	<b>\$25,000.00</b>	6457	
Bank of Stockton	3/3/2021	For Port of Stockton Payment	\$25,000.00	<b>\$25,000.00</b>	6458	
Bank of Stockton	3/3/2021	For Port of Stockton Payment	\$25,000.00	<b>\$25,000.00</b>	6459	
Bank of Stockton	3/3/2021	For Port of Stockton Payment	\$25,000.00	<b>\$25,000.00</b>	6460	
Bank of Stockton	3/3/2021	For Port of Stockton Payment	\$25,000.00	<b>\$25,000.00</b>	6461	
Bank of Stockton	3/3/2021	For Port of Stockton Payment	\$25,000.00	<b>\$25,000.00</b>	6462	
Bank of Stockton	3/3/2021	For Port of Stockton Payment	\$25,000.00	<b>\$25,000.00</b>	6463	
Bank of Stockton	3/3/2021	For Port of Stockton Payment	\$25,000.00	<b>\$25,000.00</b>	6464	
Bank of Stockton	3/3/2021	For Port of Stockton Payment	\$25,000.00	<b>\$25,000.00</b>	6465	
Bank of Stockton	3/3/2021	For Port of Stockton Payment	\$25,000.00	<b>\$25,000.00</b>	6466	
Bank of Stockton	3/3/2021	For Port of Stockton Payment	\$25,000.00	<b>\$25,000.00</b>	6467	
Bank of Stockton	3/3/2021	For Port of Stockton Payment	\$25,000.00	<b>\$25,000.00</b>	6468	
Bank of Stockton	3/3/2021	For Port of Stockton Payment	\$20,000.00	<b>\$25,000.00</b>	6469	
Reclamation District 1608 (Transfer to Checking Account)	3/3/2021		\$15,000.00			
				<b>\$15,000.00</b>	6470	
Bank of Stockton Visa	2/4/2021	12/28/20 - 1/27/21	\$4,700.36	<b>\$4,700.36</b>		online
State of California Payroll Taxes	Feb-21	February Payroll	\$780.31	<b>\$780.31</b>		online
Federal Government Payroll Taxes	Feb-21	February Payroll	\$3,115.29	<b>\$3,115.29</b>		online
Joe L. Bryson (Payroll)	3/1/2021	2/1/21-2/29/21	\$4,594.29	<b>\$4,594.29</b>		Direct Deposit
Andy Montoya (Payroll)	2/16/2021	2/1/21 - 2/15/21	\$998.86			Direct Deposit
	3/1/2021	2/16/21 - 2/29/21	\$577.32			Direct Deposit
				<b>\$1,576.18</b>		
David Mazzara (Payroll)	2/16/2021	2/1/21 - 2/15/21	\$946.76			Direct Deposit
	3/1/2021	2/16/21 - 2/29/21	\$1,007.11			Direct Deposit
				<b>\$1,953.87</b>		



# ITEM 14

## SECOND AMENDED AND RESTATED EMPLOYMENT CONTRACT

For Joe Bryson  
Reclamation District 1608

THIS CONTRACT is made, effective as of the 1st day of June, 2020, 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 Forty Dollars (\$40.00) 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.

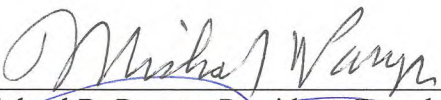
Section 8. **Retirement.** Employer shall not provide retirement benefits or pension benefits for Employee.

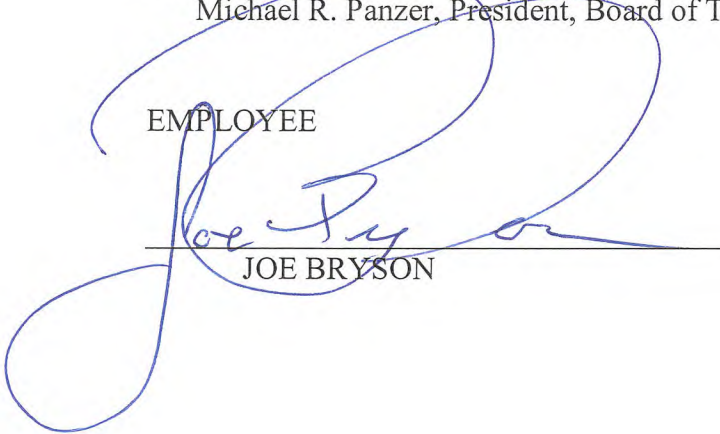
Section 9. **Reimbursement Expenses.** Employee will receive reimbursement for all sums necessarily incurred and paid by Employee in the performance of Employee's duties.

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 4<sup>th</sup> day of September between RECLAMATION DISTRICT 1608, a reclamation district organized under the laws of the State of California ("District"), and ELVIA TRUJILLO ("Secretary").

1) Retention of Secretary. District hereby retains 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 conditions specified herein.

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

3) Specific Attendance at Meetings. Secretary shall (except in the event of irreconcilable schedule conflicts or absences, to be approved by the District as recording Secretary), attend such meetings of the Board of Trustees as requested.

4) Term. This Agreement shall commence on the date first set forth herein and shall continue indefinitely, except that District may terminate this Contract 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 Agreement 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, at the rate of \$250 per hour worked, plus \$250 for each meeting in excess of one hour.



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