

**MEETING AGENDA FOR
RECLAMATION DISTRICT NO. 1608
BOARD OF TRUSTEES MEETING
8:00 A.M. MAY 6, 2026**

**NEUMILLER & BEARDSLEE
3121 WEST MARCH LANE, SUITE 100
STOCKTON, CALIFORNIA**

Call to Order.

Roll Call.

Agenda Items.

1. Public Comment. The public may comment on any matter within the District's jurisdiction that is not on the agenda. Matters on the agenda may be commented on by the public when the matter is taken up. All comments are limited to a maximum of three minutes for general public comments on items within the District's subject matter jurisdiction and three minutes before or during the Board's consideration of each agenda item, subject to the sole discretion of the Board President to allow additional time for a comment in accordance with Resolution 2019-04.
2. Approval of Minutes. Minutes of the Regular Meeting of April 1, 2026.
3. Financial Report. Review, discuss, and accept financial reports.
4. Budget. Discussion and direction to staff regarding Draft Budget for Fiscal Year 2026 – 2027.
5. CEQA Exemption. Adopt Resolution 2026-01 Authorizing and Directing Filing of Notice of Exemption for Routine Maintenance for Fiscal Year 2026 – 2027.
6. Levee Subventions. Adopt Resolution 2026-02 Authorizing Execution of the Levee Subventions Program.
7. Levee Standard Ordinance .
 - a. Discussion and Possible Action to Waive First Reading of Ordinance 2026-02, an Ordinance of the Board of Trustees of Reclamation District 1608 Adopting the District's Updated Levee Encroachment Standards.
8. Engineer's Report. Discussion and Possible Action on Engineer's Report.
 - I. PLAN REVIEW
 - A. Review Final Draft of Rules and Regulations (under separate cover Pinasco Handout)
 - B. Review status of Annual Levee Inspection of the District's Levee system for 2026.
EXHIBIT A: Violation Remedy tracking 2026.
9. Superintendent Report. Request for directions and approvals.
10. Meetings. Report by Trustees on meetings attended and upcoming meetings. Request for direction.

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.

11. Report and possible action on Progress of Tasks Assigned at Previous Board Meetings.
12. Discussion and direction on Short-Term and Long-Range Goals.
13. District Calendar. Discussion and direction.
 - a. Next Meeting is June 3, 2026.
14. Correspondence.
15. Approval of Bills. Motion to Approve of Bills.
16. 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.
17. Adjournment.

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**AGENDA PACKET
RECLAMATION DISTRICT 1608
MAY 6, 2026**

<u>ITEM</u>	<u>COMMENTARY</u>
1.	Self-explanatory.
2.	Please see attached.
3.	Please see attached.
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.	Self-explanatory.
15.	Please see attached.
16.	Self-explanatory.
17.	Self-explanatory.

ITEM 2

**MINUTES OF THE REGULAR MEETING OF BOARD OF TRUSTEES
FOR RECLAMATION DISTRICT 1608
HELD ON WEDNESDAY, APRIL 1, 2026**

A Regular Meeting of the Board of Trustees of Reclamation District 1608 was called to order at 8:00 a.m. by President Panzer on April 1, 2026, at the law offices of Neumiller & Beardslee, 3121 W. March Lane, Suite 100, Stockton, California.

TRUSTEES PRESENT

MICHAEL PANZER
DAN MacDONNELL
DOTTIE LOFSTROM

OTHERS PRESENT

ANDY PINASCO
CHRIS NEUDECK
JOE BRYSON
ELVIA TRUJILLO
BOB BENTZ
CHRIS KANE

1. Public Comment.

- Chris Kane introduced himself and described the pest control services he provides which include inspections and pest eradication. He noted the use of thermal imaging to identify water intrusion and stated he holds required federal, state, and county permits. Mr. Kane said that he consults with biologists, prepares documentation, and participates in site walk-throughs as part of the permitting process. He mentioned the work he does is eligible for subvention reimbursement.
- Bentz commented on the presence of wolves near Highway 4 and stated that he had encountered what he believed to be a wolf den. He identified the animals as Canadian wolves and contacted the Department of Fish & Wildlife.
- President Panzer commented he received notification from the Central Valley Flood Protection Board and added that properties located within waterways commonly receive such notifications.

2. Approval of Minutes. Minutes of the Regular Meeting of March 4, 2026. The Trustees reviewed the draft minutes. After review,

It was moved, seconded (D. Lofstrom/D. MacDonnell) and unanimously carried by the Board Trustees of Reclamation District 1608, that the minutes of the March 4, 2026, Regular Meeting be approved as presented.

3. Financial Report. Review, discuss, and accept financial report. District Secretary Elvia Trujillo presented an oral and written report. There was discussion regarding the engineering expenses and the registered warrants. After further discussion,

It was moved, seconded (D. MacDonnell/D. Lofstrom) and unanimously carried by the Board of Trustees of Reclamation District 1608 that the Financial Report presented at the April 1, 2026, meeting be approved.

4. **Audit.**

- a. Discussion and possible action to approve Draft Audit for fiscal year ending June 30, 2025. Mr. Pinasco presented this item and reviewed the working draft audit for fiscal year ending June 30, 2025. He noted that the audit is a standard report and reported that revenues have been strong, largely due to engineering participation in the subventions program. He stated that the District remains in a strong net position and that audits continue to reflect clean results. Mr. Pinasco recommended approval of the draft audit.
- b. Review and approve standard representation letter from Croce, Sanguinetti & Vander Veen for year ended June 30, 2025. Mr. Pinasco reviewed the representation letter and noted the proposal is substantially the same as in prior years. He explained the representation letter authorizes the District to enter into a contract with Croce Sanguinetti & Vander Veen for preparation of the financial audit. After review, and upon motion duly made and seconded, the Board approved the representation letter and authorized execution of a contract with CSV for financial audit services.

A motion was made, seconded (D. Lofstrom/D. MacDonnell) and unanimously carried by the Board of Trustees of Reclamation District 1608 that the Draft Audit for Fiscal Year Ending June 30, 2025, be approved as presented and authorized execution of the representation letter.

5. **Levee Ordinance.**

- a. Discussion related to the proposed Standards and corresponding revisions.
- b. Discussion and Possible Action to Adopt Ordinance 2026-02, an Ordinance of the Board of Trustees of Reclamation District 1608 Adopting the District's Updated Levee Encroachment Standards.

Mr. Pinasco and Mr. Neudeck recommended continuing this item to the May meeting since minor edits and exhibits are being refined.

6. **Engineer's Report. Discussion and Possible Action on Engineer's Report.**

- I. LOWER SAN JOAQUIN RIVER FEASIBILITY PROJECT
 - A. Review next meeting scheduled with the USACE for a Design Charette scheduled for May 21 at San Joaquin County Council of Governments Conference Room. The charette is still in the planning and development phase, the workshop will be a full day, to include a brief site visit followed

by focused discussion for the remainder of the day. The purpose of the meeting will be to form consensus on the path forward for design of the authorized gate structure. This meeting is by invitation only and the parties will be limited in an effort to keep the group focused and on-task as the USACE moves through the technical discussions to come to agreement on decisions made.

Mr. Neudeck gave a brief update and will be reporting back on the outcome of the May 21, 2025, meeting.

II. PLAN REVIEW

- A. Review plan review submittal.
3856 Fourteen Mile Drive
Assessor's Parcel No. 098-500-38
Index No. 25 Lot 1151
Dottie M. Lofstrom

Review of a permit application for a vegetable garden located landward of the levee toe submitted by Dottie M. Lofstrom. Seek the Board of Trustees' approval for this application. KSN Inc. recommends approval. The Lofstrom vegetable garden meets the District Guidelines.

EXHIBIT A: Plans vegetable garden.

EXHIBIT B: Photograph of area of Lofstrom lot where garden will be placed.

EXHIBIT C: February 13, 2026, Encroachment Application for a vegetable garden.

Prior to consideration of this item, Trustee Lofstrom recused herself and exited the conference room as she could not act in an official capacity on this item. The recusal was made to ensure there was no influence on the Board's discussion or action. Following Trustee Lofstrom's recusal, Mr. Neudeck reported that Trustee Lofstrom had submitted an application to construct a vegetable garden on her property. Mr. Neudeck stated that approval was recommended because there is no other feasible location on the lot, as the proposed area is the only workable space on her lot. In addition, it is a rock lot, there is complete visibility, and the proposed plants are annuals. Mr. Neudeck stated that the application meets applicable rules and regulations and recommended approval subject to the condition that the area be properly maintained, adequately spaced, and remain subject to inspection. After discussion,

It was moved, seconded (D. MacDonnell/M. Panzer) and unanimously carried by the Board of Trustees of Reclamation District 1608, that the permit application for a vegetable garden located landward of the levee toe for 3856 Fourteen Mile Drive be

approved with the condition that it be property maintained, adequately spaced, and remain subject to inspections.

- B. Review status of Annual Levee Inspection of the District's Levee system for 2026.

EXHIBIT D: Violation Remedy tracking 2026.

Mr. Neudeck reported that, following the annual inspection process, one landowner, Maria Legoff, remains unresponsive despite multiple formal written notices. While staff previously delayed further action due to the gentleman that lived there moving, the matter continues to be a concern. The Board discussed next steps and expressed interest in pursuing enforcement if no response is received. Direction was given for Mr. Pinasco to proceed with a letter rather than additional correspondence from Mr. Neudeck. Staff noted that any unpermitted encroachment constitutes a violation under the levee standards ordinance. Mr. Pinasco will review the applicable levee standards ordinance to ensure compliance and to determine appropriate enforcement actions. It was noted that if the landowner remains unresponsive, the District may seek a court order to obtain authorization to remove encroachments, as the District does not have authority to do so without legal approval. Staff emphasized that a good-neighbor approach has been and will continue to be used as the initial step prior to formal enforcement action.

III. DELTA LEVEE SUBVENTIONS PROGRAM

- A. Review status of drains at toe of levee along 5 Mile Slough at the North end of Potomac Way and Germana Court.

EXHIBIT E: Photos of levee toe at private driveways along Five Mile Drive.

Mr. Neudeck reported the drains located at the toe of the levee along Five Mile Slough were installed by the City many years ago but were never fully completed and were abandoned. The drains provide limited function for small storm events only and are not designed for larger storms. Mr. Neudeck suggested installing small dry wells to improve appearance, provide limited drainage for minor storm events, and to address visual concerns.

- 7. **Superintendent Report. Request for directions and approvals.** Levee Superintendent Joe Bryson gave a written and oral report. In addition to the items listed in his report, Mr. Bryson reported the District's truck is currently at the dealership for repairs and that a rental vehicle has been obtained in the interim. There was discussion regarding the importance of confined space and trench safety training for personnel. It was suggested that training be pursued and for Mr. Bryson to contact the Builder's Exchange to identify available training

resources. For a complete list of items, please refer to the Levee Superintendent's Report attached hereto.

8. **Meetings.** Report by Trustees on meetings attended and upcoming meetings. Request for direction. No report.
9. **Report and Possible Action on Progress of Tasks Assigned at Previous Board Meetings.** No report.
10. **Discussion and direction on Short-Term and Long-Range Goals.** No discussion.
11. **District Calendar.** Discussion and direction.
 - a. Next Board Meeting May 6, 2026
 - Trustee Lofstrom reported she will not be available to attend the May meeting.
12. **Correspondence.** None of note.
13. **Approval of Bills.** District Secretary Elvia Trujillo presented an oral and written report on District expenses. After review,

It was moved, seconded (D. MacDonnell/D. Lofstrom) and unanimously carried by the Board of Trustees of Reclamation District 1608 to approve the list of bills as presented.

The Board adjourned the meeting at 9:38 a.m. to start the closed session.

14. **Closed Session.**
 - a. Public Employee Performance Evaluation.
Title: Levee Superintendent
 - b. Public Employee Performance Evaluation
Title: District Secretary
15. **Closed Session Report.**

The Board reconvened from Closed Session at 10:11 a.m. During the Closed Session, all three Trustees were present. There was no reportable action regarding Items 14.a and 14.b.
16. **Employee Contracts.** Discussion and possible action regarding changes to Levee Superintendent and Secretary Contracts. Attorney Andy Pinasco presented this item. He addressed the Board by saying this is an opportunity to discuss whether there are any changes to be made to the Levee Superintendent Contract and the District Secretary Contract. Changes in the past have been related to compensation. Discussion followed and a cost

of living adjustment of three percent (3%) was approved for both the Levee Superintendent and the District Secretary.

It was moved, seconded (D. Lofstrom/D. MacDonnell) and carried by the Board of Trustees of Reclamation District 1608 to authorize the President to exercise amendment to (1) the Levee Superintendent Contract increasing the hourly rate by three percent to \$51.69 per hour and (2) the District Secretary Contract increasing the hourly rate by three percent (3%) to 64.60 per hour.

17. **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.
18. **Adjournment.** The meeting adjourned at 10:15 a.m.

Respectfully submitted,

Elvia C. Trujillo
District Secretary

Acronyms Frequently Used

AC Repairs = Asphalt Concrete Repairs
CEQA = California Environmental Quality Act
CVFPDB = Central Valley Flood Protection Board
District= Reclamation District 1608
DWR = Department of Water Resources
KSN = Kjeldsen, Sinnock & Neudeck
LWA = Larsen Wurzel & Associates
MCSA = Maintenance and Capital Services Assessment District
N&B = Neumiller & Beardslee
Prop 218 = Proposition 218
RD 1608 = Reclamation District 1608
SJAFCA = San Joaquin Area Flood Control Agency
San Joaquin OES = San Joaquin Office of Emergency Services
USACE = United States Army Corps of Engineers

APRIL 2026 MINUTES RECLAMATION DISTRICT 1608 SUPERVISOR

JOE BRYSON

1. I cleaned and checked the pump station four times.
2. Cleaned Kelly gates, East and West.
3. Pulled a lot of debris from Fourteen Mile Slough, two large stumps and one large freezer.
4. Homeless cut Morgan fence, we repaired.
5. Swain gate homeless climbed over the fence, doing damage to the trees on the outside. We cut and trimmed, problem gone.
6. The spray contractor came out and sprayed the levee. He said you will not have more weeds on the levee. My crew told him there are no weeds on the levee.
7. In the month of March, we installed over 60 yards of rock on Five Mile Slough.
8. During the months of December, January, and February I inspected the levee at high tide. I started at 5:00am, 6am, 7am checking the front yard of every house.
9. I'm down to two men for the month of March.
10. We had many kids throwing rocks into the water.
11. Opened gates for Clear Lakes two times, Contractors three times, Fire Department one time. Fire Department would like for us to put their locks on our gates.

Reclamation District 1608
Bills for Approval - April 1, Board Meeting

NAME	Date	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	RATIFICATION
CA Assoc. of Mutual Water Companies	3/17/2026	4139	\$100.00	\$100.00	6996		X
Michael Panzer	4/1/2026	Trustee Stipend	\$299.92	\$299.92	6997		
Dan MacDonnell	4/1/2026	Trustee Stipend	\$299.92	\$299.92	6998		
Dottie Lofstrom	4/1/2026	Trustee Stipend	\$299.92	\$299.92	6999		
Elvia Trujillo (March Services)	4/1/2026	Secretary Fee	\$963.08	\$963.08	7000		
Kjeldsen Sinnock & Neudeck	3/23/2026	42888	\$946.25	\$15,204.55	7001		
	3/23/2026	42889	\$630.25				
	3/23/2026	42890	\$10,235.55				
	3/23/2026	42891	\$3,392.50				
PG&E	3/6/2026	0950847867-5	\$1.59	\$39.59	7002		
	3/27/2026	2999432760-8	\$38.00				
James G. Parker Insurance Associates	3/19/2026	106220	\$25,261.00	\$25,261.00	7003		
Rhonda Olmo	3/25/2026		\$399.63	\$399.63	7004		
Reclamation District 1608	4/1/2026		\$40,000.00	\$40,000.00	7005		
Chem-Weed LLC	3/24/2026	18839-25-APL	\$10,000.00	\$10,000.00	7006		

Reclamation District 1608
Bills for Approval - April 1, Board Meeting

Transfer to Sediment Removal Proj Fund	4/1/2026	For Registered Warrant #6459	\$29,142.64			
				\$29,142.64		
Bank of Stockton	4/1/2026	Registered Warrant #6459	\$29,142.64			
(Payment of Registered Warrant 6459)				\$29,142.64	RW6459	
State Compensation Insurance Fund	3/2/2025	1002894241	\$1,063.08	\$1,063.08		e-Check
Bank of Stockton Visa	2/25/2026	1/28/26-2/24/26	\$1,635.95	\$4,295.08		Online
ADP, Inc. (payroll)	3/6/2026	714670459	\$88.12	\$88.12		Online
ADP, Inc. (payroll)	3/26/2026	716266186	\$88.12	\$88.12		Online
State of California Payroll Taxes		2/28/26 and 3/15/26 Payroll	\$1,325.50	\$1,325.50		Online
Federal Government Payroll Taxes		2/28/26 and 3/15/26 Payroll	\$4,349.71	\$4,349.71		Online
Joe L. Bryson (Payroll)	2/28/2026	2/1/26-2/28/26	\$6,941.42	\$6,941.42		Direct Deposit
Joe C. Godinez Sr. (Payroll)	3/13/2026	3/1/26-3/15/26	\$638.48	\$638.48		Direct Deposit
Carlo D. Boccia (Payroll)	2/27/2026	2/16/26-2-28/26	\$1,188.21	\$1,188.21		Direct Deposit
Carlo D. Boccia (Payroll)	3/13/2026	3/1/26-3/15/26	\$1,486.07	\$1,486.07		Direct Deposit
Roger Lamarra (Payroll)	2/27/2026	2/16/26-2/28/26	\$1,014.12	\$1,014.12		Direct Deposit
Roger Lamarra (Payroll)	3/13/2026	3/1/26-3/15/26	\$1,073.29	\$1,073.29		Direct Deposit
		WARRANT TOTAL:		\$122,010.25		
		CHECKING TOTAL:		\$23,551.20		
		TOTAL BILLS PAID		\$145,561.45		

ITEM 3

RECLAMATION DISTRICT 1608
FINANCIAL REPORT - MAY 6, 2026
% OF FISCAL YEAR ELAPSED THROUGH THE END OF APRIL 2026 - 83.33%

Budget Item	Budget Amount	Expended MTD	Expended YTD	% YTD
Operations & Maintenance Expenses				
O1 Levee Superintendent	\$95,000.00	\$10,976.88	\$92,381.39	97.24%
O2 Part Time Employees	55,000.00	9,114.00	50,716.02	92.21%
O3 Payroll Taxes and Expenses	10,000.00	2,078.03	14,708.93	147.09%
O4 Fences & Gates	25,000.00	0.00	0.00	0.00%
O5 Locks & Signs	1,000.00	0.00	0.00	0.00%
O6 Weed and Rodent Control & Clean up	20,000.00	0.00	13,912.77	69.56%
O7 Levee Repair Fund (General Operations & Maintenance)	50,000.00	21,125.62 *	47,300.79	94.60%
O8 Levee Repair Fund (Levee Capital Improvement Projects)	50,000.00	0.00	934.96	1.87%
O9 Pump System Maintenance	1,000.00	64.51	239.17	23.92%
O10 Wireless Services (Cell and Mobile Computer)	6,000.00	598.08	5,614.52	93.58%
O11 Garbage Service	5,000.00	0.00	1,552.15	31.04%
O12 District Vehicle (Fuel, Maintenance and Repairs)	5,000.00	1,533.35	5,323.85	106.48%
TOTAL	\$323,000.00	\$45,490.47	\$232,684.55	72.04%
General Expenses				
G1 Trustee Fees	\$15,000.00	\$900.00	\$9,897.60	65.98%
G2 Secretary Fees	15,000.00	1,983.65	14,399.04	95.99%
G3 Office Expenses (includes storage facility)	1,000.00	0.00	681.88	68.19%
G4 General Legal	40,000.00	7,117.00	30,615.83	76.54%
G5 Audit	7,000.00	0.00	0.00	0.00%
G6 County Administration Costs	6,000.00	0.00	4,851.80	80.86%
G7 Property and Liability Insurance	24,000.00	0.00	25,361.00	105.67%
G8 Workers Compensation Insurance	15,000.00	1,063.12	10,630.84	70.87%
G9 Election Costs	25,000.00	50.00 **	165.30	0.66%
G10 Newsletters & Public Communications	10,000.00	0.00	6,167.99	61.68%
TOTAL	\$158,000.00	\$11,113.77	\$102,771.28	65.05%
Debt Service				
D1 Registered Warrant Expense	\$115,000.00	\$29,142.64 ***	\$115,849.32	100.74%
	\$115,000.00	\$29,142.64	\$115,849.32	100.74%
Engineering Expenses				
E1 General Engineering	\$25,000.00	\$1,725.75	\$14,401.45	57.61%
E2 Plan Review Engineering	25,000.00	403.75	29,232.80	116.93%
E3 Administration of Delta Levee Subventions Program	20,000.00	2,203.00	26,584.09	132.92%
E4 Periodic Levee Property Inspections and Surveys	7,500.00	0.00	0.00	0.00%
E5 Routine Levee Maintenance Consultation	3,500.00	2,051.25	12,519.50	357.70%
E6 Assessment Engineering	4,000.00	62.50	12,133.28	303.33%
E7 Lower San Joaquin River Project	15,000.00	542.50	12,546.75	83.65%
TOTAL	\$100,000.00	\$6,988.75	\$107,417.87	107.42%
TOTAL EXPENDITURES	\$696,000.00	\$92,735.63	\$490,207.55	70.43%

* **Dino & Sons \$16,556.61**
** **SJC Registrar of Voters: Admin Fee**
*** **Payment of Registered Warrant No. 6459**

Budget Item	Anticipated Income	Income MTD	Income YTD	% YTD
Income				
Property Taxes	\$295,000.00	\$0.00	\$173,667.09	58.87%
Interest Income	12,000.00	0.00	18,861.47	157.18%
Assessments	330,000.00	0.00	174,398.14	52.85%
Subvention Reimbursement	424,000.00	0.00	309,375.00	72.97%
Emergency Operations Plan	15,000.00	0.00	14,930.00	99.53%
Other	0.00	0.00	2,155.65	0.00%
Totals	\$1,076,000.00	\$0.00	\$693,387.35	64.44%

Subventions Reimbursement for FY 2023-2024 \$309,375.00

Cash On Hand	
Cash Balance as of July 1, 2025	\$415,279.75
Revenues (YTD), as of March 31, 2026	625,358.87
Expenses (YTD), as of March 31, 2026	401,968.23
Fund Balance as of March 31, 2026	\$790,472.37
Warrants for Approval at May 6, 2026, Board Meeting	\$73,600.52
TOTAL CASH	\$716,871.85

Checking Account Balance as of April 29, 2026 **\$7,217.43**

Reserves	
Board-Designated Reserve (For District Operations Only)	100,000.00

SEDIMENT REMOVAL PROJECT 2020
REGISTERED WARRANTS - 05/06/2026 BOARD MEETING

WARRANT DATED	REGISTERED WARRANT #	DATE REGISTERED	FOR PAYMENT OF	PRINCIPAL AMOUNT	INTEREST RATE	TOTAL INTEREST TO DATE	TOTAL PAYOFF AMOUNT	DATE CALLED
11/04/20	6392	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$812.50	\$25,812.50	11/5/2021
11/04/20	6393	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$952.74	\$25,952.74	1/7/2022
11/04/20	6394	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,021.75	\$26,021.75	2/7/2022
11/04/20	6395	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,084.08	\$26,084.08	3/7/2022
11/04/20	6396	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,161.99	\$26,161.99	4/11/2022
11/04/20	6397	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,239.90	\$26,239.90	5/16/2022
11/04/20	6398	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,286.64	\$26,286.64	6/6/2022
11/04/20	6399	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,364.55	\$26,364.55	7/11/2022
11/04/20	6400	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,431.34	\$26,431.34	8/10/2022
11/04/20	6401	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,498.12	\$26,498.12	9/12/2022
11/04/20	6402	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,567.12	\$26,567.12	10/10/2022
11/04/20	6403	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,636.13	\$26,636.13	11/10/2022
11/04/20	6404	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,711.81	\$26,711.81	12/14/2022
11/04/20	6405	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,774.14	\$26,774.14	1/11/2023
11/04/20	6406	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,825.34	\$26,825.34	2/3/2023
11/04/20	6407	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$1,894.35	\$26,894.35	3/6/2023
11/04/20	6408	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$2,315.07	\$27,315.07	9/11/2023
11/04/20	6409	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$3,016.27	\$28,016.27	7/22/2024
11/04/20	6410	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$3,016.27	\$28,016.27	7/22/2024
11/04/20	6411	11/05/20	Dixon Marine Progress Pay #4	\$25,000.00	3.25%	\$3,134.25	\$28,134.25	9/13/2024

\$500,000.00 \$33,744.35 \$533,744.35

03/03/21	6455	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$2,918.32	\$27,918.32	10/4/2024
03/03/21	6456	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$3,813.19	\$28,813.19	11/10/2025
03/03/21	6457	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$3,875.51	\$28,875.51	12/8/2025
03/03/21	6458	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$4,017.98	\$29,017.98	2/10/2026
03/03/21	6459	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$4,142.64	\$29,142.64	4/7/2026
03/03/21	6460	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$4,142.64	\$29,142.64	
03/03/21	6461	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$4,142.64	\$29,142.64	
03/03/21	6462	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$4,142.64	\$29,142.64	
03/03/21	6463	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$4,142.64	\$29,142.64	
03/03/21	6464	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$4,142.64	\$29,142.64	
03/03/21	6465	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$4,142.64	\$29,142.64	
03/03/21	6466	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$4,142.64	\$29,142.64	
03/03/21	6467	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$4,142.64	\$29,142.64	
03/03/21	6468	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$4,142.64	\$29,142.64	
03/03/21	6469	03/03/21	Port of Stockton	\$25,000.00	3.25%	\$4,142.64	\$29,142.64	

\$375,000.00 \$60,194.01 \$435,194.01

LEGEND

PAID
PROPOSED

	Registered Warrants	Interest	Principal + Interest
Subtotals	\$875,000.00	\$93,938.35	\$968,938.35
Total Amount Paid to Date	\$625,000.00	\$48,369.35	\$673,369.35
Total Remaining Due as of 05/06/2026	250,000.00	\$45,569.01	\$295,569.01

ITEM 4

RECLAMATION DISTRICT 1608

		FY 2025-2026 Adopted Budget	FY 2025-2026 Actual (Thru Apr)	FY 2026-2027 Proposed Budget
OPERATIONS & MAINTENANCE EXPENSES				
01	LEVEE SUPERINTENDENT	\$95,000	\$92,381	\$111,000
02	PART TIME EMPLOYEES	\$55,000	\$50,716	\$61,000
03	PAYROLL TAXES AND EXPENSES	\$10,000	\$14,709	\$17,500
04	FENCES & GATES	\$25,000	\$0	\$25,000
05	LOCKS & SIGNS	\$1,000	\$0	\$1,000
06	WEED AND RODENT CONTROL & CLEANUP	\$20,000	\$13,913	\$17,000
07	LEVEE REPAIR FUND (General Operations & Maintenance)	\$50,000	\$47,301	\$57,000
08	LEVEE REPAIR FUND (Levee Capital Improvement Projects)	\$50,000	\$935	\$50,000
09	PUMP SYSTEM MAINTENANCE	\$1,000	\$239	\$500
010	WIRELESS SERVICES (Cell and Mobile Computer)	\$6,000	\$5,615	\$6,500
011	GARBAGE SERVICE	\$5,000	\$1,552	\$2,000
012	DISTRICT VEHICLE (Fuel, Maintenance & Repairs)	\$5,000	\$5,324	\$6,500
		\$323,000	\$232,685	\$355,000
GENERAL EXPENSES				
G1	TRUSTEE FEES	\$15,000	\$9,898	\$12,000
G2	SECRETARY FEES	\$15,000	\$14,399	\$17,500
G3	OFFICE EXPENSES (includes storage facility)	\$1,000	\$682	\$1,000
G4	GENERAL LEGAL	\$40,000	\$30,616	\$37,000
G5	AUDIT	\$7,000	\$0	\$7,000
G6	COUNTY ADMINISTRATION COSTS	\$6,000	\$4,852	\$6,000
G7	PROPERTY & LIABILITY INSURANCE	\$24,000	\$25,361	\$27,000
G8	WORKERS COMPENSATION INSURANCE	\$15,000	\$10,631	\$13,000
G9	ELECTION COSTS	\$25,000	\$165	\$500
G10	NEWSLETTER & PUBLIC COMMUNICATIONS	\$10,000	\$6,168	\$7,500
		\$158,000	\$102,771	\$128,500
DEBT SERVICE				
D1	REGISTERED WARRANT EXPENSE	\$115,000	\$115,849	\$139,000
		\$115,000	\$115,849	\$139,000
ENGINEERING EXPENSES				
E1	GENERAL ENGINEERING	\$25,000	\$14,401	\$25,000
E2	PLAN REVIEW ENGINEERING	\$25,000	\$29,233	\$35,000
E3	ADMINISTRATION OF DELTA LEVEE SUBVENTIONS PROGRA	\$20,000	\$26,584	\$20,000
E4	PERIODIC LEVEE PROPERTY INSPECTIONS AND SURVEYS	\$7,500	\$0	\$7,500
E5	ROUTINE LEVEE MAINTENANCE CONSULTATION	\$3,500	\$12,520	\$15,000
E6	ASSESSMENT ENGINEERING	\$4,000	\$12,133	\$14,500
E7	LOWER SAN JOAQUIN RIVER PROJECT	\$15,000	\$12,547	\$15,000
		\$100,000	\$107,418	\$132,000
	TOTAL EXPENDITURES	\$696,000	\$558,723	\$754,500

INCOME

PROPERTY TAXES	\$295,000	\$173,667	\$295,000
INTEREST INCOME	\$12,000	\$18,861	\$18,000
ASSESSMENTS	\$330,000	\$174,398	\$330,000
SUBVENTION REIMBURSEMENT	\$115,000	\$309,375	\$115,000
EMERGENCY OPERATIONS PLAN	\$15,000	\$14,930	\$0
TOTAL INCOME	\$767,000	\$691,232	\$758,000
NET INCOME	\$71,000	\$132,509	\$3,500

** FY 2025-2026 actual figures are year-to-date through April 30, 2026 (10 of 12 months). Final year-end figures pending.*

ITEM 5

**RECLAMATION DISTRICT NO. 1608
RESOLUTION 2026-01**

**RESOLUTION AUTHORIZING AND DIRECTING FILING OF NOTICE OF
EXEMPTION FOR ROUTINE MAINTENANCE, FOR FISCAL YEAR 2026-2027**

WHEREAS, the Board of Trustees (“Board”) of Reclamation District 1608 (“District”), in conjunction with, but not limited to, that certain Delta Levee Maintenance Subventions Program Work Agreement Fiscal Year 2026-2027 (“Agreement”), between the District and the Central Valley Flood Protection Board of the State of California (“Protection Board”) has determined that the work described therein consists of routine maintenance to existing levee improvements;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. All repair of wave wash and erosion protection, all levee crown restoration which is not in excess of the 100 year flood elevation plus (2) two feet and all levee section restoration including adding material to back slopes, construction of toe berms and construction of seepage berms, drains and other measures to control seepage exit gradients to less than 0.5 and including the work described in the Fiscal Years 2026-2027 Delta Levee Subventions Program Applications consists of routine maintenance to existing levee improvements and falls within the categorical exemptions to the California Environmental Quality Act pursuant to Section 15301 (Class I) of the Guidelines for the California Environmental Quality Act, California Administrative Code of Regulations, Title 14, Chapter 3, Article 19.
2. The District finds the proposed work will not have a material adverse effect upon the environment.
3. That said work does not constitute an exception to the exemptions of the California Environmental Quality Act.
4. That Christopher H. Neudeck is hereby directed to prepare and file with the County Clerk of San Joaquin County for posting, a “Notice of Exemption” pursuant to California Administrative Code, Title 14, Chapter 3, Section 15062 and 15261.

[Signatures on next page]

PASSED AND ADOPTED by the Board of Trustees of Reclamation District No. 1608 at a meeting thereof held on this 6th day of May 2026, by the following vote, TO WIT:

AYES:

NOES:

ABSTENTION:

ABSENT:

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

By: _____
MICHAEL PANZER, President

ATTEST:

ELVIA TRUJILLO, Secretary

CERTIFICATION

I, ELVIA TRUJILLO, Secretary of Reclamation District No. 1608, do hereby certify that the foregoing is a full, true and correct copy of a resolution of Reclamation District No. 1608 duly passed and adopted at a regular meeting of the Board of Trustees thereof held on the 6th day of May, 2026.

Dated: _____, 202__.

ELVIA TRUJILLO, Secretary
Reclamation District No. 1608

ITEM 6

**RECLAMATION DISTRICT NO. 1608
RESOLUTION 2026-02**

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF
DELTA LEVEE MAINTENANCE SUBVENTIONS PROGRAM WORK AGREEMENT
FISCAL YEAR 2026-2027**

WHEREAS, the Board of Trustees (“Board”) of Reclamation District 1608 (“District”) has reviewed, and desires to enter into, that certain Delta Levee Maintenance Subventions Program Work Agreement Fiscal Year 2026-2027 (“Agreement”), between the District and the Reclamation Board of the State of California (“Reclamation Board”);

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- 1. The Agreement is approved, and the District Secretary or President of the Board is authorized and directed to execute the Agreement, and cause it to be presented to the Reclamation Board with a certified copy of this Resolution.

PASSED AND ADOPTED by the Board of Trustees of Reclamation District No. 1608 at a meeting thereof held on this 6th day of May, 2026, by the following vote, TO WIT:

AYES: _____
NOES: _____
ABSTENTION: _____
ABSENT: _____

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

By: _____
MICHAEL PANZER, President

ATTEST:

ELVIA TRUJILLO, Secretary

CERTIFICATION

I, ELVIA TRUJILLO, Secretary of Reclamation District No. 1608, do hereby certify that the foregoing is a full, true and correct copy of a resolution of Reclamation District No. 1608 duly passed and adopted at a regular meeting of the Board of Trustees thereof held on the 6th day of May, 2026.

Dated: _____, 202__.

ELVIA TRUJILLO, Secretary
Reclamation District No. 1608

ITEM 7

RECLAMATION DISTRICT NO. 1608

ORDINANCE 2026-02

ORDINANCE ADOPTING LEVEE ENCROACHMENT STANDARDS

WHEREAS, Reclamation District 1608 (the “District”) is charged by law with the responsibility of maintaining levees and related flood control works within its jurisdiction for purposes of flood control; and

WHEREAS, the District has adopted and periodically revised levee encroachment standards to protect levee integrity, preserve inspection visibility, and ensure access for maintenance, repair, and flood fighting; and

WHEREAS, the Board of Trustees desires to adopt the District’s updated “Levee Encroachment Standards,” dated _____ (the “Standards”), to consolidate and update the District’s regulations governing encroachments on or near the District’s levees; and

WHEREAS, the Board has reviewed the Standards and finds that adoption of the Standards is necessary and appropriate to aid the District in carrying out its statutory responsibilities; and

WHEREAS, this action was considered and taken at a duly noticed public meeting of the Board; and

WHEREAS, the Board finds that adoption of this Ordinance is not a “project” under the California Environmental Quality Act (“CEQA”) because it constitutes general policy and procedure making and/or organizational or administrative activity that will not result in a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment (14 CCR § 15378(b)(2) and (5)); and

WHEREAS, the Board further finds that, in the alternative, adoption of this Ordinance is exempt under the common sense exemption because it can be seen with certainty that there is no possibility that adoption of the Standards, by itself, may have a significant effect on the environment (14 CCR § 15061(b)(3)).

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

Section 1. Adoption of Standards. The “Levee Encroachment Standards,” dated _____, are hereby adopted and incorporated by reference as the District’s official Levee Encroachment Standards. The Standards shall be maintained in the District’s records and made available for public inspection at the office of the District Secretary.

Section 2. Supersession; Existing Approvals. Upon the effective date of this Ordinance, the Standards adopted herein supersede and replace any prior levee encroachment standards or guidelines of the District to the extent inconsistent. Permits, agreements, and approvals previously issued by the District remain in effect according to their terms, subject to any provisions of the Standards governing nonconforming encroachments and future repairs, rebuilding, or replacement.

Section 3. Procedure and Implementation. The District shall implement the Standards through the permit, variance, and enforcement procedures set forth in the Standards. The District’s Levee Superintendent and/or District Engineer, as designated by the Board from time to time, are authorized to administer applications and field review consistent with the Standards, subject to final Board authority where required by the Standards.

Section 4. CEQA. The Board hereby confirms the CEQA determination set forth in the recitals above. The District Secretary is authorized to file a Notice of Exemption if deemed appropriate.

Section 5. First Reading; Second Reading and Adoption; Publication and Posting. (A) This Ordinance shall be introduced (first reading) at a regular meeting (or an adjourned regular meeting) of the Board and shall not be finally passed within five (5) days of its introduction. (B) Except when further reading is waived by regular motion adopted by majority vote, this Ordinance shall be read in full either at the time of introduction or passage; provided, however, that a reading of the title or Ordinance shall not be required if the title is included on the published agenda and a copy of the full Ordinance is made available to the public online and in print at the meeting prior to introduction or passage. (C) If this Ordinance (other than typographical or clerical corrections) is altered after introduction, it shall be passed only at a regular meeting (or an adjourned regular meeting) held at least five (5) days after alteration. (D) Within fifteen (15) days after final passage, the District Secretary shall cause the Ordinance to be published or posted in the manner required by applicable law, together with the names of the Trustees voting for and against the Ordinance. Publication/posting may be satisfied by publication of a summary and posting of the full text as permitted by applicable law.

Section 6. No Mandatory Duty of Care. 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 7. Severability. If any provision of this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect 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 Board hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 8. Effective Date. This ordinance shall become effective thirty (30) days after its final passage and after publication/posting as required by law.

Section 9. Certification. The District Secretary shall certify adoption of this Ordinance and maintain the Ordinance and the Standards in the District’s official records.

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 _____, 2026, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

RECLAMATION DISTRICT NO. 1608

By: _____

MICHAEL PANZER, President

ATTEST:

ELVIA TRUJILLO, Secretary

EXHIBIT A

LEVEE ENCROACHMENT STANDARDS

The “Reclamation District 1608 Levee Encroachment Standards,” dated _____, are incorporated by reference into Ordinance 2026-02 and are maintained in the District’s official records. (Attach final Standards as adopted.)

**RECLAMATION DISTRICT 1608
LEVEE ENCROACHMENT STANDARDS**

ADOPTED: MARCH 21, 1997

**REVISED: JANUARY 7, 2000
 DECEMBER 6, 2002
 APRIL 2, 2004
 NOVEMBER 4, 2009
 MARCH 5, 2010
 APRIL 6, 2012
 MARCH 1, 2013
 NOVEMBER 5, 2015
 OCTOBER 2, 2019
 JUNE X, 2026**

RECLAMATION DISTRICT 1608 LEVEE ENCROACHMENT STANDARDS

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CHAPTER 1
GENERAL PROVISIONS

Section 1.01	Purpose and Authority
Section 1.02	History
Section 1.03	Definitions
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Section 1.01. Purpose and Authority. Reclamation District 1608 is charged by law (California Water Code sections 8700 et seq., and sections 50000 et seq.) with the responsibility of maintaining the levees which border the District on the North, West and South, for purposes of flood control. Promulgation of local reclamation district standards was approved by the State Reclamation Board on June 28, 1977, and was upheld as a police power of the Reclamation District in the matter of Reclamation District 1608 v. Buhari, Superior Court of California, County of San Joaquin, No. 189998. Accordingly, these Standards provide regulations for encroachment on or near the levees to aid the District in carrying out that responsibility. The Standards are designed primarily to ensure the integrity of the levees, to provide access for repair of the levees, and to provide capability for inspection of the levees. Therefore, these Standards are to be used as a guide to determine what encroachments will not be permitted and what encroachments, by way of limited construction of structures and the planting of certain specified vegetation, will be permitted specially by issuance of a permit, on and in the vicinity of, levees within the boundaries of Reclamation District 1608.

Section 1.02. History.

A. These Levee Encroachment Standards consolidate and replace those certain Revised Levee Encroachment Standards first adopted in 1977.

B. Due to historical conditions, differences in form of ownership, and reliance on past Standards issued by Reclamation District 1608, these Revised Levee Encroachment Standards do not apply uniformly to all the levees within the boundaries of Reclamation District 1608. Instead, there are hereby defined four areas: The **Southeast Levee**,

Southwest Levee, Northwest Levee, and Northeast Levee. Each of these is defined in Section 1.03 of these Standards.

Section 1.03. Definitions. As used in these Standards, the following words shall have the following meanings:

A. **"Building"** means any structure affixed to the ground or to another permanent structure, including, but not limited to roofs, eaves, fixed decks, overhangs, and any other permanent component or attachment..

B. **"District"** means Reclamation District 1608 of the State of California.

C. **"Standards"** means the standards set forth herein and adopted by Reclamation District 1608 to provide regulations for encroachment on or near the levees which border the District.

D. **"Levee"** means any permanent flood control embankment or structure of the District as it now exists or as it may hereafter be modified or reconstructed, or improved, including all segments depicted on Appendix S-1 BOUNDARY MAP.

E. **"Southeast Levee"** means that portion of the levee located along 14 Mile Slough near the southeast boundary of Reclamation District 1608 (see Appendix S; Standard Drawing S-1) and commencing at eastern boundary of RD 1608 at 14 Mile Slough east of Interstate 5, and running west on 14 Mile Slough to the boundary line between Lot 419 (Tract No. 874, Subdivision of San Joaquin County, Lincoln Village West, Unit No. 7, filed for record in Book of Maps and Plats, Volume 19, Page 1, San Joaquin County Records, 3502 Fourteen Mile Drive) and the western edge of Fritz Grupe Park;

F. **"Southwest Levee"** means that portion of the levee along 14 Mile Slough, commencing where the Southeast Levee leaves off, at the east property line of said Lot 419 (3502 Fourteen Mile Drive) adjacent to Fritz Grupe Park, and running westerly and northerly along 14 Mile Slough to the point of intersection with the south end of the levee along the eastern edge of the Lincoln Village West Marina; and then departing from 14 Mile Slough, and running along the levee on the eastern edge of said Marina, to a location approximately 400 feet north of the northern end of the Lincoln Village West Marina, more particularly described in the District's Easement Deed, Instrument No. 85075146 (at the Embarcadero West Commercial Properties and north side of driveway leading to Lincoln Village West

Marina);

G. **"Northwest Levee"** means that portion of the levee beginning along 14 Mile Slough and commencing where the Southwest Levee leaves off approximately 400 feet north of the northern end of the Lincoln Village West Marina, thence running northerly along 14 Mile Slough to its junction with 5 Mile Slough, and thence easterly along 5 Mile Slough to the east property line of Lot 1843 of Tract No. 1069, Subdivision of San Joaquin County, Lincoln Village West, Unit No. 27, filed for record in Book of Maps and Plats, Volume 21, Page 36, San Joaquin Records, which is the District's cross-levee fence at the northern end of Cumberland Drive; (at 7046 Kennesaw Court)

H. **"Northeast Levee"** means that portion of the levee along 5 Mile Slough, commencing where the Northwest Levee leaves off at Lot 1843 of Tract No. 1069, Subdivision of San Joaquin County, Lincoln Village West, Unit No. 27, filed for record in Book of Maps and Plats, Volume 21, Page 36, San Joaquin Records, (7046 Kennesaw Court) at the District's cross-levee fence at the northern end of Cumberland Drive, and running easterly along 5 Mile Slough RD 1608's Eastern Boundary and 5 Mile Slough adjacent to Swenson Golf Course;

I. **"Encroachment"** means any permanent or temporary tower, pole, pipeline, fence, pump, planting, plant material, vegetation, dump, billboard, bridge, stand or building, or any structure or object of any kind or character which is placed in, under, over, upon or near any portion of any levee or other flood control, flood protection, or drainage works or facility of any kind or in any area of an adopted plan. The term also includes any obstruction to the free flow of water or any construction, enlargement, revetment, or alteration of any levee, embankment, canal, or other excavation in the bed of, or along the banks of, 14 Mile Slough, the Lincoln Village/West Marina, and 5 Mile Slough. It includes, but is not limited to, the use of any land for which the District has acquired a property right by ownership, easement, or otherwise.

J. **"Permit"** means approval, by means of issuance of permits, as set forth in Chapter 7 of these standards.

K. **"Levee Toe Drain"** means a subsurface rock and pipeline drainage system located adjacent to the landside levee toe in order to collect and drain water away from water

saturated levee soil;

L. **"Deck"** means any raised flat open platform affixed to the ground or another permanent structure, including, but not limited to, horizontal deck surfaces, side panels, beams, columns, foundations, and any other component parts of the deck structure;

M. **"Retaining Wall"** means any wall, free standing or laterally supported, that bears against earth or other fill to create level areas, including all footings, backfill, drainage components, and appurtenances.;

N. **"Patio"** means an outdoor area paved with concrete or masonry materials which lie on the ground.

O. **"Drainage Works"** means any permanent or temporary system, facility, channel, conduit, pump station, culvert, ditch, or appurtenance designed, constructed, or operated to collect, convey, control, or discharge stormwater, seepage, floodwater, or irrigation return flows within or adjacent to the District's boundaries, including but not limited to levee toe drains, relief wells, flap gates, and outlet structures.

P. **"Levee Crown"** means the top flat or crowned surface of the levee intended for patrol road and maintenance vehicle access, typically surfaced with Class II aggregate base.

Q. **"Theoretical Levee Section"** means the designed cross-sectional profile of the levee, including crown width, side slopes, and toe elevations, used to assess encroachments and ensure no intersections or impairments.

R. **"Levee Toe"** means the base of the levee slope where it meets the adjacent ground surface, either landside (inland) or waterside (river/slough side), critical for drainage and stability.

S. **"Nonconforming Encroachment"** means an existing encroachment lawfully installed and permitted under prior District standards but does not comply with current Standards. A Nonconforming Encroachment may continue only until it is demolished, or until any repair, reconstruction, or replacement involves a primary structural member, at which point the entire encroachment must be brought into full compliance with the current Standards, including any applicable permitting requirements. For purposes of this definition, "primary structural member" means any load-bearing post, beam, column, joist, footing, or

foundation element of the encroachment, as distinguished from cosmetic, surface, or finish components such as decking boards, fasteners, paint, sealant, or similar materials.

T. “**Variance**” means a discretionary deviation from Standards granted by the Board of Trustees upon finding special circumstances, subject to conditions ensuring no special privilege or public detriment.

U. “**Show Cause Hearing**” means a Board proceeding where a property owner must demonstrate why violations should not lead to permit revocation or court action.

V. “**Riprap**” means angular quarry stone placed on slopes for erosion protection, not to be disturbed or covered by encroachments.

W. “**Landside/Waterside**” means respectively the inland/rear side and river/slough-facing side of the levee, with distinct access and encroachment rules.

X. “**Vegetation**” means any living or dead plant material, whether naturally occurring or planted, located on or within the District’s property rights or within the area of applicability of these Standards. Vegetation includes, without limitation: trees (including trunks, limbs, branches, and roots), shrubs, bushes, vines, reeds, grasses, turf, groundcover, weeds, and similar growth, as well as stumps, downed limbs, leaf litter, and other vegetative debris that may affect levee inspection, maintenance, access, or performance.

Various terms referring to sections of the levee, areas on the levee, and areas within levee lots are shown on the Standard Drawings, inclusive, of these Standards.

Section 1.04. General Prohibitions.

A. No encroachment, of whatever nature, which is not either (1) specifically allowed without a permit by these Standards, or (2) granted a permit in accordance with these Standards, is permitted within the areas where these Standards apply (See Chapters 2, 3, 4, and 5).

B. Typical encroachments which are not permitted, and for which no permit will be issued, include, but are not limited to:

1. Overhead wires, except public utility wires;
2. Septic tanks;

3. Fuel tanks;
4. Wells;
5. Storage of construction material, debris, firewood, or miscellaneous items;
6. Parking (except in the area of the Marina);
7. Fish ponds or ornamental pools;

C. For any encroachment which is not specifically allowed without a permit under these Standards a written permit approved by RD 1608 in accordance with Chapter 7, of these Standards is required.

D. The listing, by way of example, of encroachments which will not be permitted does not imply that unlisted encroachments will be permitted. The general rule is that no encroachments which are not either specifically allowed by these Standards, or allowed by permit, will be permitted.

Section 1.05. Road. The District maintains a patrol road on the levee crown of all of their levees within its jurisdiction.

Southwest Levee Area: the road measures twelve feet (12') wide primarily consisting of decomposed granite and Class II $\frac{3}{4}$ aggregate base., Only Class II - $\frac{3}{4}$ inch aggregate base may be used in the Southwest Levee Area henceforth. The District may put headers along each or either side of the road to aid in preventing spread of the aggregate base down the landside or waterside levee slopes.

Northwest Levee, Northeast, and the Southeast Levee Areas: Roads may be surfaced in materials, including, but not limited to, or Class II - $\frac{3}{4}$ inch aggregate base or asphalt, which, in the sole discretion of the District, shall be sufficient to satisfy the expected use of the road.

General Requirements:

- No encroachment permitted on crown roads unless otherwise specifically permitted by these Standards.
- Additional surfacing requires Chapter 7 permit and District approval confirming no interference with patrol, maintenance, or flood fighting access. Any such

additional surfacing must be maintained by the owner, and shall not interfere with the use of the access gates.

- Notwithstanding any other part of the Levee Encroachment Standards, only Class II $\frac{3}{4}$ in Aggregate Base shall be allowed on the crown roadway, no lawn, grass, groundcover, vegetation, or alternative surfacing.

CHAPTER 2
SOUTHEAST LEVEE

Section 2.01	Access
Section 2.02	Applicability
Section 2.03	Encroachments Allowed Without Permit.
Section 2.04	Encroachment Allowed Upon Issuance of a Permit

Section 2.01. Access. In the **Southeast Levee** area, the District owns the Levee outright (except for the Fritz Grupe Park parcel), having acquired it from the Lincoln Village Maintenance District and the Pacific Gardens Sanitary District. No member of the public, including the adjacent landowners, are allowed to access the Levee, except by permit issued by the District.,

Section 2.02. Applicability. In the **Southeast Levee** area these standards shall apply to all that area from the landside boundary of the property of the District to the outer edge of the boundary of the District, which outer boundary lies in 14 Mile Slough. The landside boundary of the District's property is the fence at the back of the homeowner's lots.

Section 2.03. Encroachments Are Allowed Without A Permit. There shall be no encroachment of any sort within the **Southeast Levee** area of applicability unless specifically authorized by these Standards.

Section 2.04. Encroachment Allowed for Public Utility or Governmental Entity Upon Issuance of a Permit.

A. The District will not issue permits for any encroachment in the **Southeast Levee** area, except that the District, in its sole discretion, may issue a permit to a public utility or governmental agency for an encroachment that complies with these Standards and for which that entity assumes full responsibility for construction, operation, and maintenance of any permitted encroachments in accordance with these Standards, over the entire levee area or major segment thereof, as determined by the District.

B. All pipes penetrating levees must comply with federal, state, and local regulations for construction and maintenance, with special restrictions as to depth and side slopes of excavation, depth of installation, cutoff walls, valves, backfill, revetment and such

other conditions as may be applicable to the individual project. Engineering certification is mandatory.

C. Buried conduits must meet identical technical restrictions as pipes penetrating levees, including engineering certification.

D. Suitable soil (Class I - Levee Fill) may be placed on or against the landside levee slopes only with a permit specifying approved placement method, and the volume of the material.

E. Poles and appurtenances, including anchors, guys, and cables, belonging to public utilities or public agencies require permits And must be located at least ten feet (10') inland of the landside levee toe.

CHAPTER 3
SOUTHWEST LEVEE

Section 3.01	Access
Section 3.02	Applicability
Section 3.03	Encroachments Allowed Without Permit
Section 3.04	Encroachment Allowed Upon Issuance of a Permit

Section 3.01. Access. Access to and use of the **Southwest Levee** is governed by property ownership and recorded easements. The District holds a dedicated easement over all lots for flood control, maintenance, inspection, and patrol purposes. Private landowners hold fee title beneath the levee but all encroachments and uses remain subject to these Standards. Therefore, any encroachment (any construction, structure, etc.) or uses within Section 3.02 must fully comply with these Standards.

Section 3.02. Applicability. **Southwest Levee** Standards apply from the northerly line of the District's dedicated easement (recorded at Page 94 of Book 3304 of San Joaquin County Records) inland, to the District's boundary at 14 Mile Slough.

Along the eastern edge of the Lincoln Village West Marina, Standards apply from a line ten feet (10') inland of the landside levee toe to a line ten feet (10') of the waterside levee toe.

Section 3.03. Encroachments Allowed Without Permit. All encroachments within the Southwest Levee require a permit issued by the District. No encroachment of any kind may be installed, maintained, or continued within the Southwest Levee area unless a valid permit has been issued by the District in accordance with Chapter 7 of these Standards.

Section 3.04. Encroachment Allowed upon Issuance of a Permit.

A. Vegetation.

1. Vegetation may be permitted, upon issuance of a permit, in accordance with Chapter 6 of these Standards. Permittees bear full maintenance responsibility; District assumes no obligation.

2. For avoidance of doubt, this subsection applies only to vegetable gardens and related improvements located in whole or in part within the District's area of applicability (Section 3.02) and/or on land subject to the District's property rights (including recorded easements), provided such gardens meet the following conditions:

a. Such gardens do not interfere with maintenance or inspection of the levee.

b. No more than 25% of the width of the lot, or 15 feet, whichever is smaller, may be planted in large bushy plants such as corn, tomatoes, grapes and peas.

c. There is not a maintenance access road along the levee toe.

d. The adjacent levee slope is not sprayed with herbicide by the District.

e. The levee is not experiencing burrowing rodent activity. If there is burrowing rodent activity in the immediate vicinity, the vegetable garden permittee shall control the rodents to the satisfaction of the District or remove the garden.

f. Vegetable gardens must be maintained and kept pruned.

g. Composting of materials will not be allowed on the levee section or within ten feet (10') of the levee toe.

3. The District may require the removal of a permitted vegetable garden if at any time the requirements of these Standards are not met; or if it is deemed the vegetable garden poses a threat to the integrity of the levee; or the vegetable garden interferes with the regular maintenance and inspection of the levees.

4. Advisory (Non-Regulatory): Although gardens located entirely outside District property rights are not subject to these Standards, owners are encouraged to follow the setback and maintenance practices in this subsection to minimize visibility obstructions and avoid conditions that could affect levee inspection or maintenance.

B. Steps on the levee may be permitted, upon issuance of a permit, if such steps meet the following standards:

1. Any steps on a levee, other than wooden flights as hereinafter provided, shall be of concrete or of rock or brick embedded in concrete, and shall be built into the levee slope so as to be flush with the slope or not more than twelve inches (12") above the

slope on the landside or waterside sides where the adjacent area is landscaped, and provided the landscaping is maintained;

2. No steps shall penetrate the theoretical levee slope to a depth greater than twelve inches (12");

3. Wooden steps may be permitted on the landside or waterside sides of the levee slope provided they (i) conform to dimensional limitations applicable to concrete and masonry steps, and (ii) do not interfere with District inspection, maintenance, or access. Handrails are permitted on both the landside and waterside slopes. Any permitted handrail shall be installed and maintained so as to not obstruct visibility of the slope or impede maintenance equipment and shall be removed upon District request when necessary for access or repair.

The area adjacent to such wooden steps shall be landscaped and maintained so that weed or brush removal by the District is not required. The owner or applicant is responsible for structural maintenance of the steps and erosion control and slope protection beneath and around the steps.

C. Horizontal walkways and decks require permits, and must meet the following standards:

1. Horizontal wooden or concrete walkways or decks may be permitted on landside or waterside sides of the levees, if they do not cut into the levee theoretical section or interfere with maintenance, or with visibility of the levee and levee toe for purposes of inspection. Interference with maintenance or visibility will be determined on a case by case basis upon application for a permit. Generally, however, the following are minimum guidelines;

Horizontal wooden decks and the area under the decks shall be readily accessible. For purposes of this subsection C., the meaning of "accessible" includes clearly visible from the crown of the levee, whether by a person on foot or in a vehicle. The area from the deck to the ground shall not be enclosed, whether by structures, curtain walls, or obscured by vegetation.. The total width of horizontal walkways and decks shall be limited to a maximum of fifty percent (50%) of the longitudinal distance along the levee on any lot (see Appendix S; Standard Drawings S-15 & S-16). Deck construction shall be such that the

ground underneath is accessible for maintenance; and therefore, at least fifty percent (50%) of the deck area (a greater percentage may be required by the District; such percentage will be specified in the permit) for wooden decks shall be composed of readily removable sections for inspection and maintenance of the ground underneath. The area of the deck which is readily removable shall be removable in sections (but not more than six (6) sections), each of which does not exceed 200 pounds total weight, and each of which can be carried by hand. No roofed structures, or walls more than two (2) feet above the deck surface, will be permitted, except that open frames which support lightweight sunshade materials and which are not permanently affixed to the deck or to each other, which are constructed in such a fashion as to be readily removable, and each of which does not exceed two hundred (200) pounds total weight, and each of which can be carried away by hand, may be permitted. Upon notice of Reclamation District 1608 of the need for inspection or maintenance, property owners having such facilities shall immediately remove the panels and deck sections requested by the District for the period of time deemed necessary by Reclamation District 1608; (Amended, Res. 97-09).

2. Decks require a permit. No deck may extend waterside such that any portion of the deck structure, including framing, decking, or supports, is positioned over or above the top surface of the riprap. Any such positioning covers the riprap, interferes with inspection visibility, and impairs maintenance access. This prohibition applies regardless of whether the deck component physically contacts the riprap..

The prohibition expressed in this subsection does not apply to decks constructed before July 6, 1984, or decks for which an application for permit was pending on July 6, 1984. However if any such deck undergoes repair, reconstruction, or rebuilding that involves any primary structural member, as defined in Section 1.03(S), it shall thereafter be brought into compliance with this subsection and any other conditions set forth in the permit.

In addition, the District may remove, or direct the owner to remove (at the owner's expense, any such deck or any necessary portion of such deck, as necessary to obtain access for inspection, maintenance, repair, reconstruction, flood fighting, or other District work, without liability to the District for costs, damages, repair, or replacement. The discretion as to the necessity for such removal shall be in the District's sole judgement.

3. Maintenance work around such structures shall be done by the applicant or owner. Slopes under walkways or decks shall be properly protected from erosion and kept free of weeds and brush.

4. All walkways connecting between house or deck and the levee, and all deck extensions within the levee theoretical section shall preferably be constructed such that they are readily detachable and removable with ordinary equipment in the event that removal is necessary for access to the landside or waterside sides of the levee.

If any such walkway or deck extension is not readily detachable and removable with ordinary equipment, the District shall have the right to remove it without liability for cost, damages, or replacement in the event removal is necessary, in the District's sole judgment, for access to the landside or waterside sides of the levee, whether an emergency situation exists or not.

D. Boat ramps, docks, or similar facilities require a permit. Boat ramps, docks, and similar facilities shall not be cut into the levee section. All such installation on the berm and bank shall be properly maintained by the applicant or owner. Slopes under elevated ramps shall be properly rocked with 18 inch minus (18"-), quarry stone riprap for protection from erosion. Any existing bank rock shall not be disturbed.

E. All pipes penetrating levees shall conform to Federal regulations and state and local requirements for construction and maintenance, with special restrictions as to depth and side slopes of excavation, depth of installation, cutoff walls, valves, backfill, revetment and such other conditions as may be applicable to the individual project. Engineering certification is required.

F. Water pipes and sprinkling systems require a permit on the landside side, or the waterside side slopes of the levee section. Any valves in any systems or pipes (including hose bibs) shall be located at least ten feet (10') inland from the landside levee toe. Any pipes shall be buried no deeper than eight inches (8") into the theoretical levee slope, and they shall otherwise meet the conditions and specifications approved by the Central Valley Flood Protection Board. No ditches shall be dug in the levee section for flowing or standing water. Vegetation may be watered by hand or approved sprinkling systems. Watering shall be so controlled as to prevent erosion of the levee slopes. No system which contains pipes

or hoses which remain pressurized when not in actual use shall be allowed if the portion or portions of the system which remain pressurized are located in the area between the District's waterside boundary and a line ten feet (10') inland from the levee toe.

G. Buried conduits shall be subject to the same requirements as those applied to pipe installations.

H. Suitable soil may be placed on or against the landside levee slope, if a permit has been issued approving the method of placing, and the amount of, the material.

I. No fences parallel to the levee shall be permitted within the District's jurisdiction except as specifically permitted in this paragraph. Parallel open-fabric chain link fences, or open wrought iron fences, kept free of vegetation and of lathe or other coverings, may be allowed only at a line ten feet (10') inland from the levee toe or at the landside levee toe, upon issuance of a permit. Further, all such fences shall be so constructed that the fence may be easily removed with ordinary equipment. If such fence is not constructed so as to be readily removed with ordinary equipment, the District shall have the right to remove it without liability for cost, damages, or replacement in the event removal is necessary, in the District's sole judgment, for access to the land side of the levee, whether an emergency situation exists or not. In all levee areas, parallel fences shall not be permitted outside the line ten feet (10') inland from the landside levee toe or the levee toe depending on which option is permitted (see Appendix S; Drawing S-14).

J. Engineered retaining walls are only allowed on the landside pursuant to an approved permit provided that the walls are twenty-four inches (24") or less in height, and the foundation does not extend more than twenty four inches (24") into the ground..

K. Each levee lot owner may extend a fence along the sidelines of that owner's lot, up the landside face of the levee, across the crown of the levee with a double wide gate installed per District standards, and to the water's edge, upon issuance of a permit, subject to the following conditions listed in subsections 1. through 5. below:

1. Fence posts and supports shall not extend a distance greater than twenty four inches (24") deep into the theoretical levee section.

2. Each fence shall have a double wide swinging gate of a type that may be easily opened from either side, at least twelve feet (12') in width, which gate shall remain

unlocked at all times, and which gate when open will permit passage along the road on the crown of the levee, by motor vehicles, including but not limited to, trucks. Each such gate constructed, reconstructed, or repaired where such repair is greater than 50% of replacement value, in accordance with Section 9.03 of these Standards, shall substantially comply in construction technique with Appendix S; Standard Drawings S-17.1 and S17.2. of these Standards.

3. Such gates will be opened by the lot owner and left open upon request by the District during such times, in the opinion of the District, as immediate access to the road on the crown of the levee may be necessary.

4. Such gates may be opened and shut by the District at intervals when the District may use the road on the crown of the levee for purposes of inspection, maintenance, flood fighting, renovation, construction, or reconstruction of the levee or the levee crown road.

5. No portion of any cross-fence in the area from a line ten feet (10') inland from the landside levee toe to the water's edge shall be constructed of masonry or concrete.

L. Buildings may be allowed, upon issuance of a permit, provided those buildings meet the following conditions:

1. No building foundations shall intersect the theoretical levee section.
2. Buildings shall be set back a minimum of ten feet (10') from the landside levee toe,
- ~~3.~~ No exceptions within ten feet (10') regardless of levee width (toe visibility critical for seepage monitoring).

M. Poles and appurtenances, including anchors, guys, and cables require a permit. Generally, such poles, appurtenances, anchors, guys or cables should be located at least ten feet (10') inland of the landside levee toe.

N. Patios (At-Grade).

1) Scope/Jurisdiction. This subsection applies only to patios and related improvements located in whole or in part within the District's area of applicability for the Southwest Levee (3.02) and/or on land subject to the District's property rights (including

recorded easements). A patio located entirely outside the District's property rights is not regulated by these Standards and does not require a District permit. The permit application shall include a plot plan showing the recorded easement boundaries and the proposed patio footprint.

2) Permit Required Within District Area. Patios that lie upon the ground may be permitted only upon issuance of a permit, and only in the following locations:

1) Landside: Within that portion of the District's property rights that lies landward of a line ten feet (10') inland from the landside levee toe; and

2) Within the terraced or berm portion of the waterside levee where the District's Standards expressly allow at grade improvements. For avoidance of doubt, patios are permitted within the landside setback area described in clause (1) above, subject permit issuance and compliance with these Standards.

3) Prohibited Areas. No at-grade patio is permitted on the levee crown or levee side slopes.

CHAPTER 4 **NORTHWEST LEVEE**

Section 4.01	Access
Section 4.02	Applicability
Section 4.03	Encroachments Allowed Without Permit
Section 4.04	Encroachment Allowed Upon Issuance of a Permit

Section 4.01. Access. The District owns in fee the **Northwest Levee** and all property within the Section 4.02 applicability area., Individual homeowners hold limited easements subordinate to District flood control over this property..

Homeowner Easement Limitation.

1. **Encroachment Easement:** Permits homeowner improvements (structures, fences, etc.) only between the rear property line and the landside levee crown edge, subject to strict compliance with these Levee Encroachment Standards and easement terms.
2. **Pedestrian Access Easement:** Grants foot and bicycle access along the entire levee crown and waterside slope to all Northwest Levee homeowners exclusively, no motor vehicles, scooters, or powered vehicles permitted.

District Supremacy. All private easements, uses, and encroachments remain subject to these Standards. District retains unrestricted priority access for maintenance, inspection, flood fighting, and patrol road operations.

Section 4.02. Applicability. Northwest Levee Standards apply from the rear (closest to the levee) of the subdivision lot line of the lots adjacent to the levee, to the outer edge of the boundary of the District, which boundary lies in 14 Mile Slough or 5 Mile Slough. Includes all encroachments that are associated with improvements on the individual homeowner's property.

Section 4.03. Encroachments Allowed Without Permit. There shall be no encroachments of any sort within the Northwest Levee area of applicability unless specifically allowed by these Standards and permitted accordingly.

Section 4.04. Encroachment Allowed Upon Issuance of a Permit.

A. Notwithstanding any other provision of these Standards, no encroachment of any sort, including but not limited to vegetation, shall be permitted in the Northwest Levee in the area between the landside edge of the levee crown and the District's waterside boundary, except that the District, in its sole discretion, may issue a permit to a public utility or governmental agency for an encroachment that complies with these Standards and for which that entity assumes full responsibility for construction, operation, and maintenance of any permitted encroachments in accordance with these Standards, over the entire levee area or major segment thereof, as determined by the District.

B. Vegetation.

1. Vegetation may be permitted, upon issuance of a permit, in accordance with Chapter 6 of these Standards. Any vegetation so permitted must be maintained by the permittee, and the District shall not be responsible for such maintenance.

2. For avoidance of doubt, this subsection applies only to vegetable gardens and related improvements located in whole or in part within the District's area of applicability (Section 4.02) and/or on land subject to the District's property rights (including recorded easements) , provided such gardens meet the following conditions:

- a. The gardens do not interfere with maintenance and inspection;
- b. No more than 25% of the width of the lot, or 15 feet, whichever is smaller, may be planted in large bushy plants such as corn, tomatoes, grapes and peas;
- c. There is not a maintenance access road along the landside levee toe;
- d. The adjacent levee slope is not sprayed with herbicide by the District; and

e. The levee is not experiencing burrowing rodent activity. If there is burrowing rodent activity in the immediate vicinity, the vegetable garden permittee shall control the rodents to the satisfaction of the District or remove the garden.

3. Notwithstanding Section 4.04 B.2., no vegetable gardens will be allowed along within the area of applicability (See Section 4.02), from the weir at the junction of Five Mile Slough and Fourteen Mile Slough easterly to the District's eastern boundary, as the District regularly applies herbicides in this area.

4. The District may require the removal of a permitted vegetable garden if at any time the requirements of it are deemed the vegetable garden poses a threat to the integrity of the levee; or the vegetable garden interferes with the regular maintenance and inspection of the levee.

5. Advisory (Non-Regulatory): Although gardens located entirely outside District property rights are not subject to these Standards, owners are encouraged to follow the setback and maintenance practices in this subsection to minimize visibility obstructions and avoid conditions that could affect levee inspection or maintenance.

C. Steps on the levee may be permitted, upon issuance of a permit, if such steps meet the following standards:

1. Any steps on a levee, other than wooden flights as hereinafter provided, shall be of concrete or of rock or brick embedded in concrete, and shall be built into the levee slope so as to be flush with the slope or not more than twelve inches (12") above the slope where the adjacent area is landscaped, and provided the landscaping is maintained.

2. No steps shall be dug into the theoretical levee slope to a depth greater than twelve inches (12").

3. Wooden steps may be permitted on the landside of the levee slope provided they (i) conform to dimensional limitations applicable to concrete and masonry steps under these Standards, and (ii) do not interfere with maintenance. Handrails are permitted on both the landside and waterside slopes. Any permitted handrail shall be installed and maintained so as to not obstruct visibility of the slope or impede maintenance equipment and shall be removed upon District request when necessary for access or repair.

The area adjacent to such wooden steps shall be landscaped and maintained so that routine weed or brush removal by the District is not required. The owner or applicant is responsible for all structural maintenance of the steps for erosion control and slope protection beneath and around the steps.

D. Steps or stairways leading down from any deck or house on the owner's lot shall have the foot of such step or stairways terminate outside the District's property.

E. Pipes and sprinkling systems will be allowed, on issuance of a permit, provided the following conditions are met:

1. All pipes penetrating levees shall conform to Federal regulations and state and local requirements for construction and maintenance, with special restrictions as to depth and side slopes of excavation, depth of installation, cutoff walls, valves, backfill, revetment and such other conditions as may be applicable to the individual project. It is recommended that proper engineering consultation and data be obtained in all such cases;

2. Water pipes and sprinkling systems may be permitted on the landside of the levee section. Any valves in any systems or pipes shall be located on the lot owner's lot and not on the levee or the District's property. Any pipes shall be buried no deeper than eight inches (8") into the theoretical levee slope, and they shall otherwise meet the conditions and specifications approved by the Central Valley Flood Protection Board. No ditches shall be dug in the levee section for flowing or standing water. Vegetation may be watered by hand or approved sprinkling systems. Watering shall be so controlled as to prevent erosion of the levee slopes. No system which contains pipes or hoses which remain pressurized when not in actual use shall be allowed if the portion or portions of the system which remain pressurized are located in the area between the District's waterside boundary and a line ten feet (10') inland from the levee toe.

F. Buried conduits, if allowed by issuance of a permit, shall be subject to special restrictions similar to those applied to pipe installations.

G. Suitable soil (Class I Levee Fill) may be placed on or against the landside levee slope, to a very limited extent, if a permit has been issued approving the method of placing, and the amount of the material.

H. Parallel/Rear-Yard Fences (See-Through Guidance; District Jurisdiction)

a) Fences Outside District Easement (Rear of Residence – Guidance Only). For fences located entirely outside the District's levee easement/other District property rights (i.e. on the owner's private property at the back of the residence), no District encroachment permit is required and the District does not regulate the fence. However, as guidance to preserve levee visibility and access, any such rear-yard fence should be "see through," meaning an open-fabric, chain-link, or open wrought-iron fences, kept free of vegetation and without lath, slates, screening, or other coverings. Such fences must comply with any conditions on any permit issued for the property.

b) Fences Within District Jurisdiction (Permit Required). No fence of any type (including parallel fences) is allowed within the District's levee easement or other District property rights. Any fence located in whole or in part within the District's easement/property rights constitutes an encroachment and may be subject to removal or enforcement action under these Standards.

I. Cross-fences will not be permitted except that a fence extending along the sidelines of each lot, to, but not up, the levee landside slope, may be allowed provided a permit is issued therefore and the following conditions of subsections J.1 through J.5 are met:

1. Where the fence intersects the landside levee slope, the top of the fence shall continue horizontally, and the bottom of the fence shall follow the slope of the levee (see Appendix S; Standard Drawing S-14);

2. Fence posts and supports shall not extend a distance greater than twenty four inches (24") deep into the theoretical levee section;

3. No cross-fence shall be constructed of masonry or concrete;

4. Said cross-fences shall preferably be so constructed that the portion of the fence commencing at a line ten feet (10') inland from the landside toe of the levee and then waterside to the end of the fence will open either in the manner of a gate pivoting on a post placed on the lot line at a point ten feet (10') landward of the landside toe of the levee, or by being constructed as an easily removable section.

If any such fence is not constructed so as to be either readily opened or removed with ordinary equipment, the District shall have the right to remove it without liability for cost, damages, or replacement in the event removal is necessary, in the District's sole judgment, for access to the land side of the levee, whether an emergency situation exists or not;

5. Said cross fence gates shall preferably be kept unlocked and unobstructed at all times so that the ten feet (10') of such cross fences closest to the landside toe of the levee may be easily removed or swung fully open at all times.

If any such fence gates are not unlocked or unobstructed, and it shall be necessary, in the District's sole judgment, to pass through such fence for access to the land side of the levee, whether an emergency situation exists or not, the District shall have the right to remove such fence, or lock, or obstruction, without liability for cost, damages, or replacement.

J. Poles and appurtenances, including anchors, guys, and cables, may be allowed upon issuance of a permit. Generally, such poles, appurtenances, anchors, guys or cables should be located at least ten feet (10') inland of the landside levee toe.

CHAPTER 5
NORTHEAST LEVEE

Section 5.01	Access
Section 5.02	Applicability
Section 5.03	Encroachments Allowed Without a Permit
Section 5.04	Encroachment Allowed Upon Issuance of a Permit

Section 5.01. Access.

District Exclusive Control. Access to and use of the Northeast Levee is restricted to District authorized personnel only. The District owns the levee and all property within the Section 5.02 applicability area (except single parcel near I-5).

No Private Access or Encroachment. No member of the public, including adjacent landowners, may access the levee or place any encroachment except by District-issued permit pursuant to Chapter 7.

Section 5.02. Applicability. Northeast Levee Standards shall apply to all that area from the rear (closest to the levee) subdivision line of the lots adjacent to the levee, to the outer edge of the boundary of the District, which boundary lies in 5 Mile Slough.

Section 5.03. Encroachments Allowed Without a Permit. Except as expressly provided in Section 5.04, there shall be no encroachment of any sort within the Northeast Levee area of applicability unless specifically allowed by issuance of a permit.

Section 5.04. Encroachment Allowed for a Public Utility or Governmental Entity Upon Issuance of a Permit.

A. As a general rule, the District will not issue permits for any encroachment in the Northeast Levee area, except that the District, in its sole discretion, may issue a permit to a public utility or governmental agency for an encroachment that complies with these Standards and for which that entity assumes full responsibility for construction, operation, and maintenance of any permitted encroachments in accordance with these Standards,

over the entire levee area or major segment thereof, as determined by the District..

B. All pipes penetrating levees shall conform to Federal regulations and state and local requirements for construction and maintenance, with special restrictions as to depth and side slopes of excavation, depth of installation, cutoff walls, valves, backfill, revetment and such other conditions as may be applicable to the individual project. It is recommended that proper engineering consultation and data be obtained in all such cases.

C. Buried conduits shall be subject to special restrictions similar to those applied to pipe installations.

D. Suitable soil may be placed on or against the landside levee slope, if a permit has been issued approving the method of placing, and the amount of, the material.

E. Poles and appurtenances, including anchors, guys, and cables, belonging to public utilities or public agencies, may be allowed upon issuance of a permit. Generally, such poles, appurtenances, anchors, guys or cables should be located at least ten feet (10') inland from the landside levee toe.

CHAPTER 6 VEGETATION

Section 6.01	General
Section 6.02	Background
Section 6.03	General Vegetation Standards
Section 6.04	Maintenance Standards
Section 6.05	Encroachment Applications
Section 6.06	Allowable Vegetation

Section 6.01. General. 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.

Section 6.02. Background. Vegetation on or near the levee is generally discouraged by Reclamation District 1608 and the Central Valley Flood Protection Board because it can impede access to flood control facilities and hinder inspection activities. Vegetation may also adversely affect levee performance, including by increasing maintenance burdens and, during high wind and/or water events or when not properly maintained, causing damage to levee features or slopes. Notwithstanding the foregoing, the District recognizes that adjacent property owners have a legitimate interest in maintaining certain vegetation near the levee. Accordingly, the District has determined that limited categories of vegetation may be acceptable under these Standards, provided that such vegetation is installed, maintained, and managed in strict compliance with the procedures and requirements contained in these standards.

Section 6.03. General Vegetation Standards.

- A. All vegetation is subject to removal or destruction without compensation during times of emergency.
- B. All vegetation must be limited to non-commercial uses.
- C. Any planting or retention of vegetation must be done in accordance with the procedures for granting permits contained in Chapter 7 of these Encroachment Standards.
- D. Maintenance of the vegetation will be the responsibility of the owner. Failure

on the part of the permittee to maintain the vegetation in a controlled manner may result in legal action by Reclamation District 1608 to effect removal of the vegetation and/or revoke any permits associated with the property.

E. No vegetation which hinders the use of the road on the crown of the levee will be allowed.

F. The proposed location of vegetation in general, and of trees in particular, that could obstruct access, inspection, or visibility in the area between the toe of the levee and a line ten feet (10') from the toe of the levee will be carefully reviewed by Reclamation District 1608. Permits for vegetation, which, in the sole discretion of Reclamation District 1608, will obstruct such access, inspection, or visibility will be denied although the proposed vegetation may meet all other standards set forth herein.

Section 6.04. Maintenance Standards. In order to ensure the integrity of the flood control works and to minimize interference with normal inspection and maintenance practices, the following maintenance requirements will be met:

A. All areas where approved vegetation is allowed, shall be maintained free of unapproved vegetation, including removal of existing unapproved growth and prevention of regrowth.

B. Trees will be kept pruned so that all branches are at least six feet (6') above the ground level at all points.

C. Plants shall be trimmed and maintained with so as to preserve clear visual inspection of the landside and waterside levee slopes and toe areas at all times. All plant growth shall be maintained at a clearance of two feet (2') above the ground. The District may specify minimum spacing requirements as a condition of any vegetation permit, based on plant type, mature size, and location relative to the levee slope and toe. Applicants shall submit a landscaping plan in sufficient detail to allow the District to evaluate spacing compliance. D. Watering of vegetation will be controlled to prevent over saturation and erosion of the levee.

E. All permitted ground cover and lawns shall be trimmed and/or mowed to a height no more than two inches (2") in height.

F. No vegetation will be allowed to exceed forty feet (40') in height. The District may specify a lower maximum height as a condition of any individual permit based on location relative to the levee crown, access road, or inspection sightlines.

Section 6.05. Encroachment Applications. All applications for vegetation encroachment must contain sufficient information to allow complete study of the proposed encroachment. Landscaping plans sufficient to allow complete review by Reclamation District 1608 must be submitted if requested by the District or its representatives.

Section 6.06. District Provided Gravel Levee Landside Slope: Property owners may submit a written request to the District for removal of all the vegetation on the levee landside slope to be replaced with gravel at the District's cost. The District Board retains the sole discretion and authority to approve or deny, in whole or in part, a vegetation removal request set forth in this Section.

Before the District performs vegetation removal and gravel installation, the property owner, at its sole cost and expense, must remove any existing irrigation system in the affected area and install or replace, any curbing or borders for non-gravel pathways traversing the slope.

Once gravel has been installed in accordance with this Section, the District will maintain the gravel in accordance with these Standards and spray herbicide annually to prevent any weed growth. Any existing permit for encroachments issued by the District for the property will be amended accordingly to omit the removed vegetation.

CHAPTER 7
PERMIT PROCEDURE

Section 7.01	Application
Section 7.02	Copies
Section 7.03	Information
Section 7.04	Number of Encroachments
Section 7.05	Approval
Section 7.06	Condition
Section 7.07	Appeal
Section 7.08	File
Section 7.09	Agreement

Section 7.01. Application. Each applicant for a permit shall first ascertain whether the encroachment or encroachments for which the applicant wished to obtain approval is a type of encroachment for which a permit may be issued, in accordance with these Revised Standards. The applicant must then complete the form titled, "Application for Approval of Plans and/or Encroachment Permit," as provided in Appendix A of these Standards. . Additional copies of this form may be obtained from the Levee Superintendent for the District.

Section 7.02 Deposit of Fees for Engineering Review. At the time of application, the District may require the applicant to deposit funds to cover anticipated engineering review and administrative costs associated with processing the application. The amount of any such deposit shall be determined in accordance with the District's duly adopted fee schedule, as established and amended from time to time by the Board of Trustees in accordance with California law. Any unused portion of the deposit will be refunded to the applicant following completion of the review.

Section 7.03. Copies. The applicant should submit three (3) completed copies of the application, and three (3) copies of the plot plan and/or applicable building plans to the District's Levee Superintendent. The County Recorder charges fees from time to time for recordation of the Agreement discussed in Section 7.09 below. At the time of application, the applicant shall pay to the District the estimated County Recorder fees. Any unused or

excess fees will be reimbursed to the applicant.

Section 7.04. Information. All applications for vegetation or structural encroachments must contain sufficient information to allow a complete review of the proposed encroachment. Appendix D of these Standards includes examples of a location and plot plan to be submitted as an enclosure to all applications for encroachment. Appendix D of these Standards includes examples of a location and plot plan to be submitted as an enclosure to all applications for encroachments. These are intended as guides only, to establish the nature of the information required. Applications for structural encroachments shall, in addition to the information required above, include attachments showing all structural foundation details in the levee encroachment area. Correct representation of existing conditions is the responsibility of the applicant.

Section 7.05. Number of Encroachments. Each application may be for any number of encroachments as long as sufficient information to allow complete study of all proposed encroachments is included.

Section 7.06. Approval. Applications for encroachments which are allowed by these Revised Standards will be approved solely by the District.,. After review, establishment of conditions, if any, and approval by the District, the District will return the application to the applicant. An approved application shall constitute a permit. No application will be approved until the Agreement required by Section 7.09 of these standards is recorded. No construction shall commence until a permit is issued.

Section 7.07. Conditions. As a condition of the permit, the owner or applicant shall be required to maintain the landside and/or waterside slope of the levee. No encroachment, whether the landside, the waterside, or on the levee crown shall impair or hinder the maintenance, repair, or construction of the levee, or the road, or travel thereon by District equipment or personnel. All encroachments shall be at the risk of the owner or applicant. In the event maintenance, construction, or reconstruction of the levee which is made more

costly because of any encroachment than it would be otherwise, the owner or applicant shall pay all such additional cost to restore the levee to its original condition. The District may add other conditions to the permit in its sole discretion.

Section 7.08. Reconsideration. In the event of dissatisfaction or disagreement by any owner, with regard to a decision on their permit application by the District, the property owner may request reconsideration by the Board of Trustees within sixty (60) days of the original decision. The Board's decision on reconsideration shall be final.

Section 7.09. File. The District shall retain a copy of all permits issued.

Section 7.10. Agreement.

A. Because of the special conditions applicable in the District, prior to the issuance of any permit or the endorsement of any application for permit by District allowing any encroachment, and as a condition to the issuance of said permit, the owner of the subject lot shall execute an agreement between said owner and District which agreement shall be acknowledged the owner and District, subordinated to any encumbrances affecting the subject lot and recorded in the official records of the County of San Joaquin.

B. The agreement mentioned in Subsection 7.09.A. of these Standards shall provide for, among other things, the following:

1. Such agreements shall contain a recital that the use of the subject lot or other interest in land of concern is subject to the Encroachment Standards of Reclamation District 1608.

2. As to any encroachment not expressly permitted by these Standards, said agreement shall provide that District may remove said encroachments and District shall be granted express permission by Owner, to enter Owner's property and to remove, without notice to owner and without liability to owner, any such encroachment. Such agreement shall further provide that in the event District removes such an encroachment, owner shall promptly pay to District, upon presentation of a statement, the actual cost of removing such encroachment.

3. Such agreement shall further provide that District shall also have the right to obtain the removal of any encroachment not permitted by these Standards and by valid permits by appropriate judicial proceeding, including any preliminary relief which may be proper.

4. When such agreement has been recorded in connection with issuance of the first permit for any lot or of interest in land, such agreement need not be made or recorded for subsequent permits. Examples of the form of agreements mentioned herein are included as Appendices B and C to these Standards.

CHAPTER 8
PROCEDURE FOR VIOLATIONS

Section 8.01	History
Section 8.02	Procedures
Section 8.03	Special Procedures Relative to Vegetation

Section 8.01. History. The procedure for violations set forth in this Chapter 7 supersedes that procedure adopted by Resolution 82-83-4 of the Board of Trustees of Reclamation District 1608 on February 4, 1984.

Section 8.02. Procedures.

A. Investigation. Upon report of any alleged violation of the District's Levee Encroachment Standards, the Levee Superintendent shall promptly investigate the allegations. The Levee Superintendent may also investigate any potential violation observed in the field or otherwise brought to the District's attention.

B. Notice of Violation. If the investigation indicates that a violation exists, the Levee Superintendent or the District Engineer, shall prepare and serve a written Notice of Violation to the record owner(s) of the affected property. The Notice shall:

1. Identify the nature and location of the violation;
2. Specify the corrective action required and a reasonable deadline for compliance;
3. Advise the owner of the opportunity to appear before the Board of Trustees if the violation is not corrected;
4. State that failure to comply may result in revocation of permits, removal of unpermitted encroachments, and/or legal action to compel compliance.

Service of the Notice shall be by first-class mail to the last known address of the property owner on record. Notice is deemed effective upon deposit in the U.S. mail.

C. Status Report to the Board. Before to the next regular monthly meeting of the Board of Trustees, the Levee Superintendent, supported by the District Engineer, shall reinspect the site, and report the status of compliance to the Board. The Superintendent

shall continue to report at each subsequent regular meeting until the violation is resolved.

D. Show-Cause Hearing. If the violations have not been corrected by the time of the meeting identified in subsection 8.02(C), the Attorney for the District, at the direction of the Board, shall issue a letter directing the property owner(s) to appear before the Board at its next regular monthly meeting to show cause why the Board should not authorize enforcement action, including initiation of court proceedings or revocation of any existing permit.

E. Conduct of Show-Cause Hearing. Prior to the hearing, the Levee Superintendent, in coordination with the District Engineer, shall reinspect the property and prepare a written report for the Board. At the Show Cause hearing, the Board shall consider that report and any testimony or evidence presented by the affected owner(s). After deliberation, the Board shall determine one or more of the following:

1. That the violations have been corrected and no further action is necessary;
2. That additional time for correction is warranted, establishing a specific deadline; or
3. That the violation remains uncorrected and directing the Attorney, Engineer, or Levee Superintendent to take appropriate enforcement or abatement action.

F. Mailing Requirements. All correspondence and notices under this Section shall be sent by first class mail, and may also be posted conspicuously on the property if warranted.

G. Permit Revocation and Enforcement. In addition to, or in lieu of, authorizing the Attorney for the District to commence appropriate court proceedings, the Board may, after notice and opportunity to be heard, revoke any permit held by any owner(s) of the affected property. Upon revocation, the District may cause abatement of unpermitted encroachments and seek recovery of related costs consistent with law.

Section 8.03. Summary Abatement During Emergencies: The District may summarily remove or abate any encroachment, obstruction, or condition within its jurisdiction

that presents an immediate threat to the integrity of the levee or to the public safety during a proclaimed emergency. Summary abatement actions taken during such emergencies are not subject to the notice, hearing, or procedural requirements of Section 8.02 but shall be reported to the Board of Trustees at the earliest practicable meeting thereafter.

CHAPTER 9
VARIANCES AND NON-CONFORMING STANDARDS

Section 9.01	General
Section 9.02	Procedure
Section 9.03	Nonconforming Encroachment

Section 9.01. General. Occasions may arise when an applicant, either (1) upon appeal following denial of a request for a permit in accordance with Chapter 7, or (2) prior to submitting initial request for a permit, believes that these Standards should not apply to a particular set of facts. In such cases, the applicant may request a variance from these Standards by submitting a written request to the Board of Trustees of the District. All variance requests shall follow the procedure described in Section 9.02.

Section 9.02. Procedure.

A. Application. A variance application must be submitted in writing by the property owner or his/her authorized agent and shall include all information and supporting documentation necessary to fully describe the request.

B. Filing Fee. The Board of Trustees may, by resolution, prescribe a filing and investigation fee which, if established, must be paid at the time the application is submitted.

C. Notice and Hearing. Upon receiving a complete variance application, the Secretary shall schedule the matter for hearing before the Board of Trustees. A written notice of hearing shall be mailed at least ten (10) calendar days before the hearing date to all property owners whose property lies, in whole or in part, within a radius of three hundred feet (300') of the applicant's property. Mailing addresses shall be obtained from the most recent equalized assessment roll, or, if available, , from such other records of the assessor or the tax collector as contain more recent addresses. Failure to receive the notice required by this section shall not invalidate the action of the Board of Trustees.

D. Findings Required. The Board of Trustees may grant a variance only if it finds and determines that all of the following circumstances apply:

1. That any variance granted shall be subject to such conditions as will ensure that the adjustment thereby authorized shall not constitute a grant of special privilege

inconsistent with the limitations upon other properties in the vicinity of the subject property;

2. That because of special circumstances applicable to the subject property, including size, shape, topography, location or surroundings, the strict application of the Standards is found to deprive the subject property of privileges enjoyed by other properties in the vicinity.

3. That the granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity of the subject property.

4. That the granting of such variance will be in conformity with the general purpose and intent of these Standards.

E. Expiration. Any variance involving the erection, alteration, or enlargement of a building or structure becomes null and void after one year after the date the variance is granted unless the authorized building or structure is completed within this time. The Board of Trustees, for good cause shown, may extend the one-year period for not longer than an additional six months upon application in writing being made before expiration of the variance.

F. Conditions and Agreements. The Board of Trustees may condition the issuance of a variance, and/or may require another or special agreement pursuant to Section 7.09.

Section 9.03. Nonconforming Encroachment.

A. Where an encroachment exists, which is not permitted by these Standards, but which was validly permitted in accordance with the Standards at the time the encroachment was created, it may continue to exist until it is demolished, or until any repair, reconstruction, or replacement involves a primary structural member of the encroachment. Upon the occurrence of either event, the encroachment must be brought into compliance with these Standards, including, but not limited to, applicable requirements for a permit. "Primary structural member" has the meaning set forth in Section 1.03(S).

CHAPTER 10
MISCELLANEOUS

Section 10.01	No Mandatory Duty of Care
Section 10.02	Severability

Section 10.01. No Mandatory Duty of Care. These Standards are not intended to 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 towards persons or property within the District or outside of the District so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 10.02. Severability. If any provision of these standards or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of these Standards which can be given effect without the invalid provision or application. To this end, the provisions of these Standards are severable. The Board of Trustees hereby declares that it would adopt these Standards irrespective of the invalidity of any particular portion thereof.

APPLICATION FOR APPROVAL OF PLANS AND/OR ENCROACHMENT PERMIT

1. **Application to the Reclamation District 1608 for approval to** _____

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.

3. **Please Print or Type:**

Name of Applicant _____ Address-Zip Code _____ Telephone Number _____
 _____ Cell _____ Home _____
 Signature _____ Date _____

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:

Date _____

President, 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. (Dated _____)
 2. Execute Agreement Relative to Certain Encroachments on Land of Reclamation District 1608 (FOR USE IN _____ LEVEE AREA)
 3. Submit new application for any future encroachment within ten (10) feet of levee toe.
 4. SEE ATTACHED ADDITIONAL CONDITIONS. IF BOX CHECKED ON FRONT PAGE
-
3. _____
 4. _____
 5. _____
 6. _____
 7. _____

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

NEUMILLER & BEARDSLEE
POST OFFICE BOX 20
STOCKTON, CALIFORNIA 95201-3020
ATTN: ANDREW J. PINASCO

AGREEMENT RELATIVE TO CERTAIN ENCROACHMENTS
ON EASEMENT OF RECLAMATION DISTRICT 1608
(FOR USE IN SOUTHWEST LEVEE AREA)

THIS AGREEMENT is made this ____ day of _____, _____, between RECLAMATION DISTRICT 1608, a political subdivision of the State of California, herein called "District", and _____, herein called "Owner".

WHEREAS, Owner is the owner of that property described as Lot _____ as shown in the Map of Tract _____, Lincoln Village West, Unit No. _____, filed for record in Book of Maps and Plats, Vol. _____, Page _____, San Joaquin County Records, with APN No.: _____, and with street address _____,

hereinafter referred to as "Lot"; and

WHEREAS, District is the owner of an easement across said lot and adjacent lots, which easement was granted to District by an easement Deed dated May 12, 1969, recorded at Page 94 of Book 3304 of Official Records of San Joaquin County, and in which deed the easement is known as Easement A, and which is hereinafter referred to as "Easement", and

WHEREAS, District does not need all of said easement for its purposes, and finds the excess of such Easement to be valueless; and

WHEREAS, the use of said lot is subject to the Revised Levee Encroachment Standards of the District; and

WHEREAS, Owner desires to place and/or maintain certain encroachment(s) on or about the easement granted to District; and

WHEREAS, the placing and/or maintaining of said encroachment(s) requires a permit either from the Central Valley Flood Protection Board of the State of California, and/or from District, and Owner has submitted an application for such permit;

Appendix B-1

NOW, THEREFORE, in consideration of the mutual promises and considerations herein, it is agreed as follows:

1. Definitions. As used in this Agreement, the following words shall have the following meanings.

A. "Levee" means the flood control levee of Reclamation District 1608 as it crosses the lot, as such levee now exists or as it may hereafter be modified or reconstructed.

B. "Standards" means the Revised Levee Encroachment Standards for Reclamation District 1608 as they are now or may hereafter be modified; the Current Standards are incorporated herein as though set forth in full, and a copy thereof is available at the offices of the District.

2. Compliance with Standards and Permits and Right to Remove. Owner shall comply with all terms and provisions of the Standards as the same now exist, or as they may hereafter from time to time be amended, and with the terms and conditions of the permits issued to Owner by the Board or by the District. The Owner understands and agrees that non-compliance may result in revocation of the permit(s) issued by the District. Any encroachment(s) on or about the levee or the easement of District which are not expressly permitted to be maintained by both the Standards and by valid permit(s) may be removed by District, and Owner hereby grants the District express permission to enter Owner's property and easement, and to remove any such encroachment(s), if such encroachment(s) are not removed by Owner within thirty days of notice to remove given by District to Owner, without liability to Owner; provided, however, that in case of emergency, no such notice need be given and entry and removal by the District may be immediate, without liability to Owner.

3. Payment. The Owner hereby agrees that in the event District removes any encroachment(s) as specified in Paragraph 2 of this Agreement, Owner will promptly pay to District, upon presentation of a statement, the actual cost of removing such encroachment(s).

4. Right to Compensation. District hereby agrees, in the event the Standards are subsequently amended so as to cause any encroachment(s), which was in accordance with the Standards at the time it was emplaced, and which has a valid permit(s) issued by the Board, to be not in accordance with amended Standards, that the encroachment(s) shall be allowed to remain and shall not be subject to the provision of Paragraphs 2 and 3 of this document, unless the District shall determine that such encroachment(s) is a danger to the control of flooding or the maintenance of the levee, in which event the District shall remove such encroachment(s) at the District's expense, and shall reimburse Owner therefor in accordance with law.

5. Removal by Judicial Proceedings. The District shall have the right to obtain removal of any encroachment(s) not permitted by the Standards and by valid permit(s) issued by the Board, by appropriate judicial proceeding, including any preliminary relief which may be proper.

6. Subordination. This Agreement shall be subordinate to any encumbrances of record prior to date of execution of this Agreement, affecting this lot, and shall be recorded in the Official Records of the County of San Joaquin.

7. Effect on Other Requirements and Regulations. It is agreed that the execution of this document shall in no way diminish or affect the rights and powers of the District under the Easement and as granted to District by applicable provisions of California law.

8. Release of Portion of Easement. District hereby remises, releases, and forever quitclaims to Owner any interest it may have in all that portion of the easement which lies northerly of a line lying ten feet (10') northerly of the northerly toe of the levee, and within the boundaries of the Owner's lot.

9. Modification of Easement. This Agreement constitutes a modification of the Easement held by District, and Owner(s) consent to the terms and conditions hereof as modifications of the Easement over the Lot.

10. Toe Drain. Owner is reminded that a levee toe drain crosses a portion of Owner's lot, and that acceptable construction standards require correct placement of foundations in the vicinity of such drains. Owner and District agree that District shall in no manner be responsible for or incur any liability whatsoever for any damages of any nature arising out of or resulting from the presence of said toe drain or construction in the vicinity of said toe drain.

11. Binding on Successors. This Agreement shall extend to and be binding upon the heirs, successors, administrators and assigns of the Owner and any successor of District.

Executed at Stockton, California.

"DISTRICT"

RECLAMATION DISTRICT 1608

By: _____
President, Board of Trustees

"OWNER"

By: _____

[Acknowledgements on Following Pages]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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STATE OF CALIFORNIA)
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COUNTY OF _____)

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

WITNESS my hand and official seal.

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

NEUMILLER & BEARDSLEE
POST OFFICE BOX 20
STOCKTON, CALIFORNIA 95201-3020
ATTN: ANDY J. PINASCO

AGREEMENT RELATIVE TO CERTAIN ENCROACHMENTS
ON LAND OF RECLAMATION DISTRICT 1608
(FOR USE IN NORTHWEST LEVEE AREA)

THIS AGREEMENT is made this ____ day of _____, _____, between RECLAMATION DISTRICT 1608, a political subdivision of the State of California, herein called "District", and _____, herein called "Owner".

WHEREAS, Owner is the owner of that property described as Lot ____ as shown in the Map of Tract _____, Lincoln Village West, Unit No. _____, filed for record in Book of Maps and Plats, Vol. _____, Page _____, San Joaquin County Records, with APN No.: _____, and with street address _____,

hereinafter referred to as "Lot"; and

WHEREAS, District is the owner of the land to the rear of said lot and adjacent lots and on a portion of which the flood control levee of District lies; and

WHEREAS, Owner has been granted an easement to use said land of the District, on the terms and conditions of that easement;

WHEREAS, the use of said easement is subject to the Revised Levee Encroachment Standards of the District; and

WHEREAS, Owner desires to place and/or maintain certain encroachment(s) on or about the easement over the land of District; and

WHEREAS, the placing and/or maintaining of said encroachment(s) requires a permit either from the Central Valley Flood Protection Board of the State of California, and/or from District, and Owner has submitted an application for such permit to the District;

Appendix C-1

NOW, THEREFORE, it is agreed as follows:

1. Definitions. As used in this Agreement, the following words shall have the following meanings:

- A. "Levee" means the flood control levee of Reclamation District 1608, as such levee now exists or as it may hereafter be modified or reconstructed.
- B. "Standards" means the Revised Levee Encroachment Standards for Reclamation District 1608 as they are now or may hereafter be modified; the Current Standards are incorporated herein as though set forth in full, and a copy thereof is available at the District offices.
- C. "Board" means the Central Valley Flood Protection Board of the State of California.

2. Compliance with Standards and Permits and Right to Remove. Owner shall comply with all terms and provisions of the Standards as the same now exist, or as they may hereafter from time to time be amended, and with the terms and conditions of the Permits issued to Owner by the Board or by the District. The Owner understands and agrees that non-compliance may result in revocation of the permit(s) issued by the District. Any encroachment(s) on or about the levee or the easement of District which are not expressly permitted to be maintained by both the Standards and by valid permit(s) may be removed by District, and Owner hereby grants the District express permission to enter Owner's property and easement, and to remove any such encroachment(s), if such encroachment(s) are not removed by Owner within thirty days of notice to remove given by District to Owner, without liability to Owner; provided, however, that in case of emergency, no such notice need be given and entry and removal by the District may be immediate, without liability to Owner.

3. Payment. The Owner hereby agrees that in the event District removes any encroachment(s) as specified in Paragraph 2 of this Agreement, the Owner will promptly pay to District, upon presentation of a statement, the actual cost of removing such encroachment(s).

4. Removal by Judicial Proceedings. The District shall have the right to obtain removal of any encroachment(s) not permitted by the Standards and by valid permit(s) issued by the Board, by appropriate judicial proceeding, including any preliminary relief which may be proper.

5. Subordination. This Agreement shall be subordinate to any encumbrances of record prior to date of execution of this Agreement, affecting this lot, and shall be recorded in the Official Records of the County of San Joaquin.

6. Effect on Other Requirements and Regulations. It is agreed that the execution of this document shall in no way diminish or affect the rights and powers of District under the easement and as granted to District by applicable provisions of California law.

7. It is agreed that, to the extent permitted by law, this Agreement is a covenant running with the land owned by District and Owner in that it is a covenant by District to allow certain actions and encroachment to be done and made on the land of District, and which actions and encroachment are for the benefit of the landowner by Owner(s).

8. Binding on Successors. This Agreement shall extend to and be binding upon the heirs, successors, administrators and assigns of the Owner and any successor of District.

Executed at Stockton, California.

"DISTRICT"

RECLAMATION DISTRICT 1608

By: _____
President, Board of Trustees

"OWNER"

By: _____

[Acknowledgements on Following Pages]

ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

ACKNOWLEDGMENT

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POST OFFICE BOX 20
STOCKTON, CALIFORNIA 95201-3020
ATTN: ANDY J. PINASCO

AGREEMENT RELATIVE TO CERTAIN ENCROACHMENTS
ON LAND OF RECLAMATION DISTRICT 1608
(FOR USE IN NORTHEAST AND SOUTHEAST LEVEE AREA)

THIS AGREEMENT is made this ____ day of _____, _____, between RECLAMATION DISTRICT 1608, a political subdivision of the State of California, herein called "District", and _____, herein called "Owner".

WHEREAS, Owner is the owner of that property described as Lot _____ as shown in the Map of Tract _____, Lincoln Village West, Unit No. _____, filed for record in Book of Maps and Plats, Vol. _____, Page _____, San Joaquin County Records, with APN No.: _____, and with street address _____,

hereinafter referred to as "Lot"; and

WHEREAS, District is the owner of the land to the rear of said lot and adjacent lots and on a portion of which the flood control levee of District lies; and

WHEREAS, Owner desires to place and/or maintain certain encroachment(s) on or about the land of District; and

WHEREAS, the placing and/or maintaining of said encroachment(s) requires a permit either from the Reclamation Board of the State of California, and/or from District, and Owner has submitted an application for such permit to the District;

NOW, THEREFORE, it is agreed as follows:

1. Definitions. As used in this Agreement, the following words shall have the following meanings:

Appendix D-1

- A. "Levee" means the flood control levee of Reclamation District 1608, as such levee now exists, or as it may hereafter be modified or reconstructed.
- B. "Standards" means the Revised Levee Encroachment Standards for Reclamation District 1608 as they are now or may hereafter be modified; the Current Standards are incorporated herein as though set forth in full, and a copy thereof is available at the District offices.
- C. "Board" means the Central Valley Flood Protection Board of the State of California.

2. Compliance with Standards and Permits and Right to Remove. The Owner shall comply with all terms and provisions of the Standards as the same now exist, or as they may hereafter from time to time be amended, and with the terms and conditions of the Permits issued to Owner by the Board or by the District. The Owner understands and agrees that non-compliance may result in revocation of the permit(s) issued by the District. Any encroachment(s) on or about the levee or the easement of District which are not expressly permitted to be maintained by both the Standards and by valid permit(s) may be removed by District, and Owner hereby grants the District express permission to enter Owner's property and easement, and to remove any such encroachment(s), if such encroachment(s) are not removed by Owner within thirty days of notice to remove given by District to Owner, without liability to Owner; provided, however, that in case of emergency, no such notice need be given and entry and removal by the District may be immediate, without liability to Owner.

3. Payment. The Owner hereby agrees that in the event District removes any encroachment(s) as specified in Paragraph 2 of this Agreement, Owner will promptly pay to District, upon presentation of a statement, the actual cost of removing such encroachment(s).

4. Removal by Judicial Proceedings. The District shall have the right to obtain removal of any encroachment(s) not permitted by the Standards and by valid permit(s) issued by the Board, by appropriate judicial proceeding, including any preliminary relief which may be proper.

5. Subordination. This Agreement shall be subordinate to any encumbrances of record prior to date of execution of this Agreement, affecting this lot, and shall be recorded in the Official Records of the County of San Joaquin.

6. Effect on Other Requirements and Regulations. It is agreed that the execution of this document shall in no way diminish or affect the rights and powers of District under the

Appendix D-2

easement and as granted to District by applicable provisions of California law.

7. It is agreed that, to the extent permitted by law, this Agreement is a covenant running with the land owned by District and Owner in that it is a covenant by District to allow certain actions and encroachment to be done and made on the land of District, and which actions and encroachment are for the benefit of the landowner by Owner(s).

8. Binding on Successors. This Agreement shall extend to and be binding upon the heirs, successors, administrators and assigns of the Owner and any successor of District.

Executed at Stockton, California.

"DISTRICT"

RECLAMATION DISTRICT 1608

By: _____
President, Board of Trustees

"OWNER"

By: _____

[Acknowledgements on Following Pages]

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STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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ACKNOWLEDGMENT

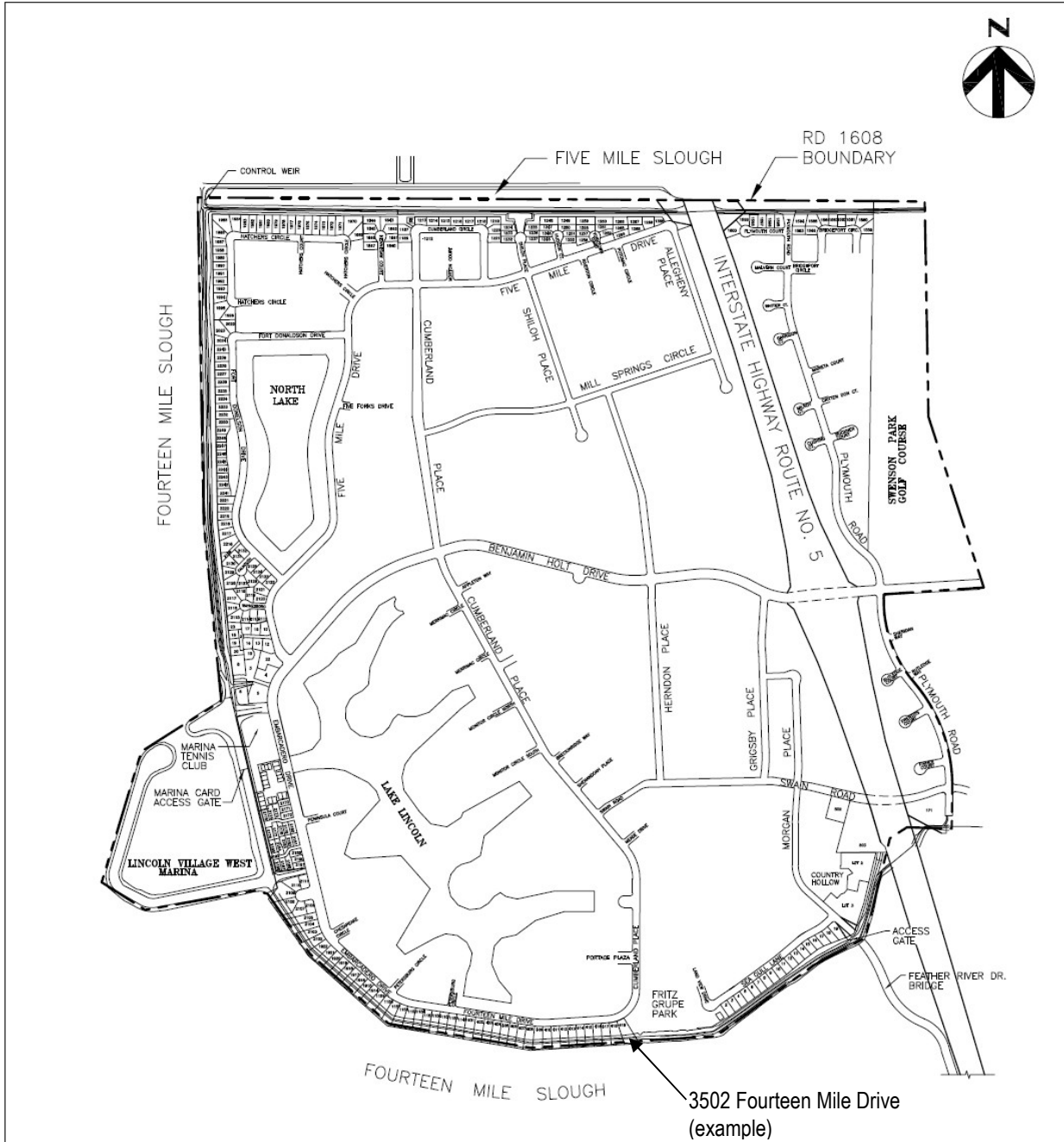
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
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COUNTY OF _____)

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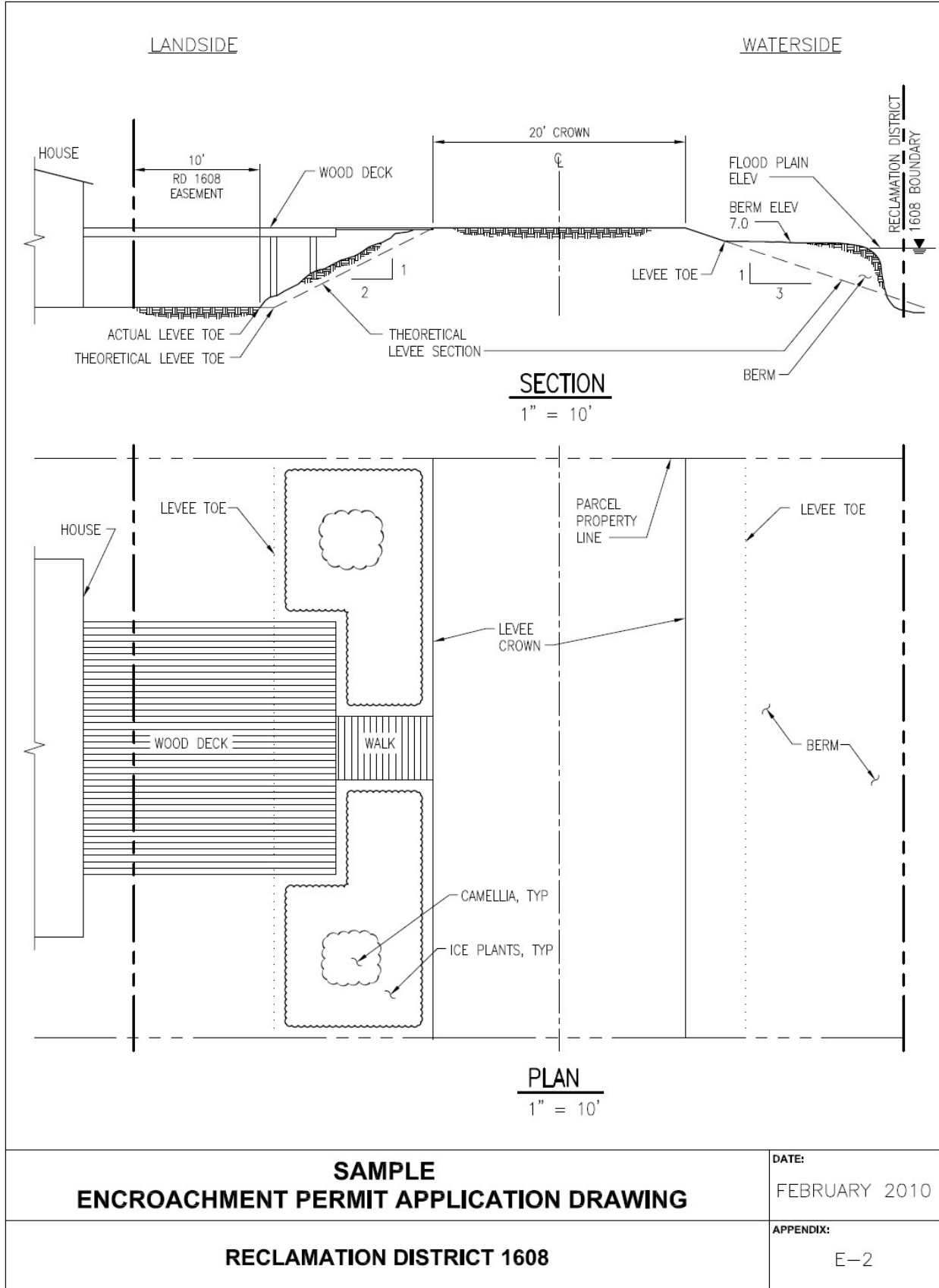


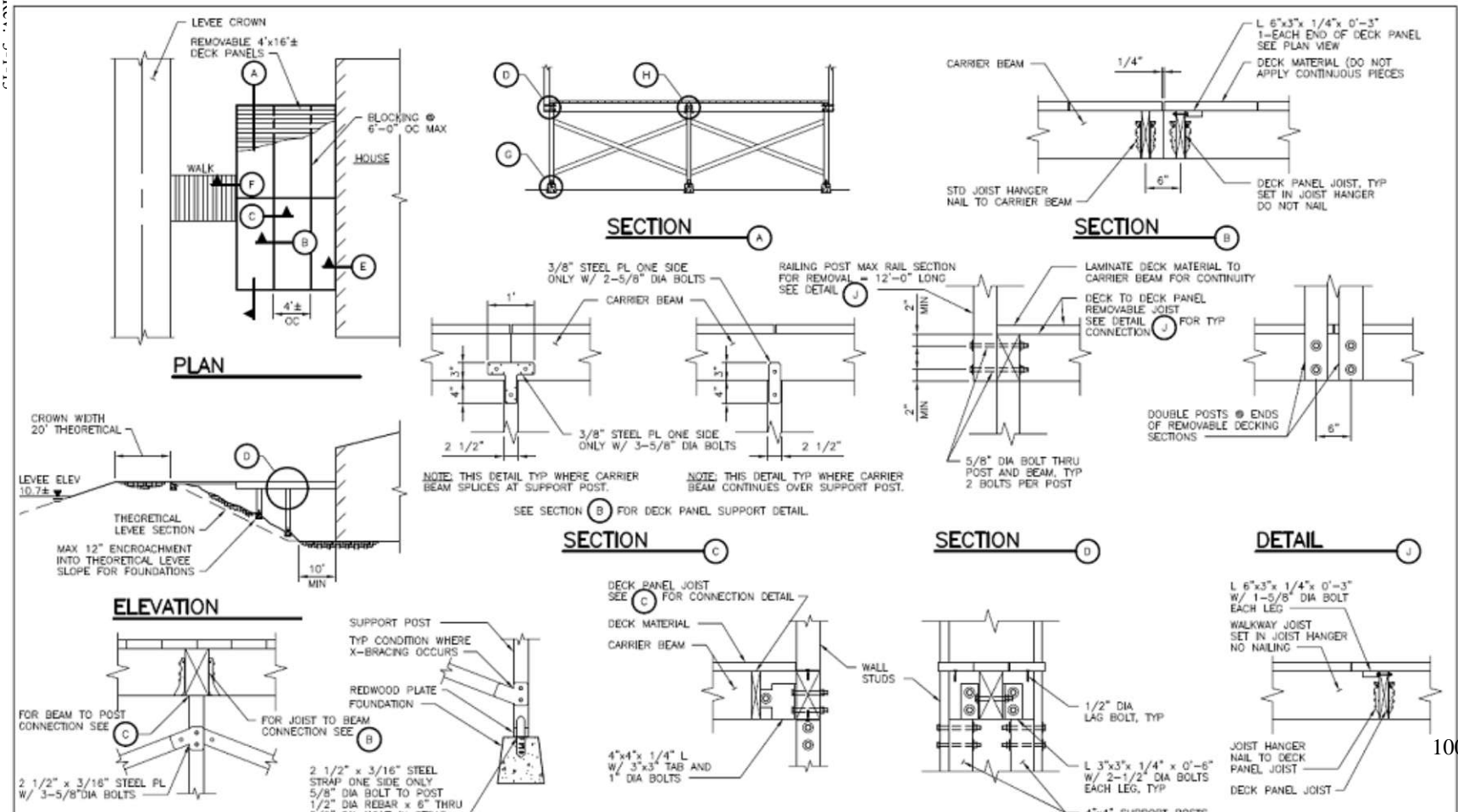
Notes:

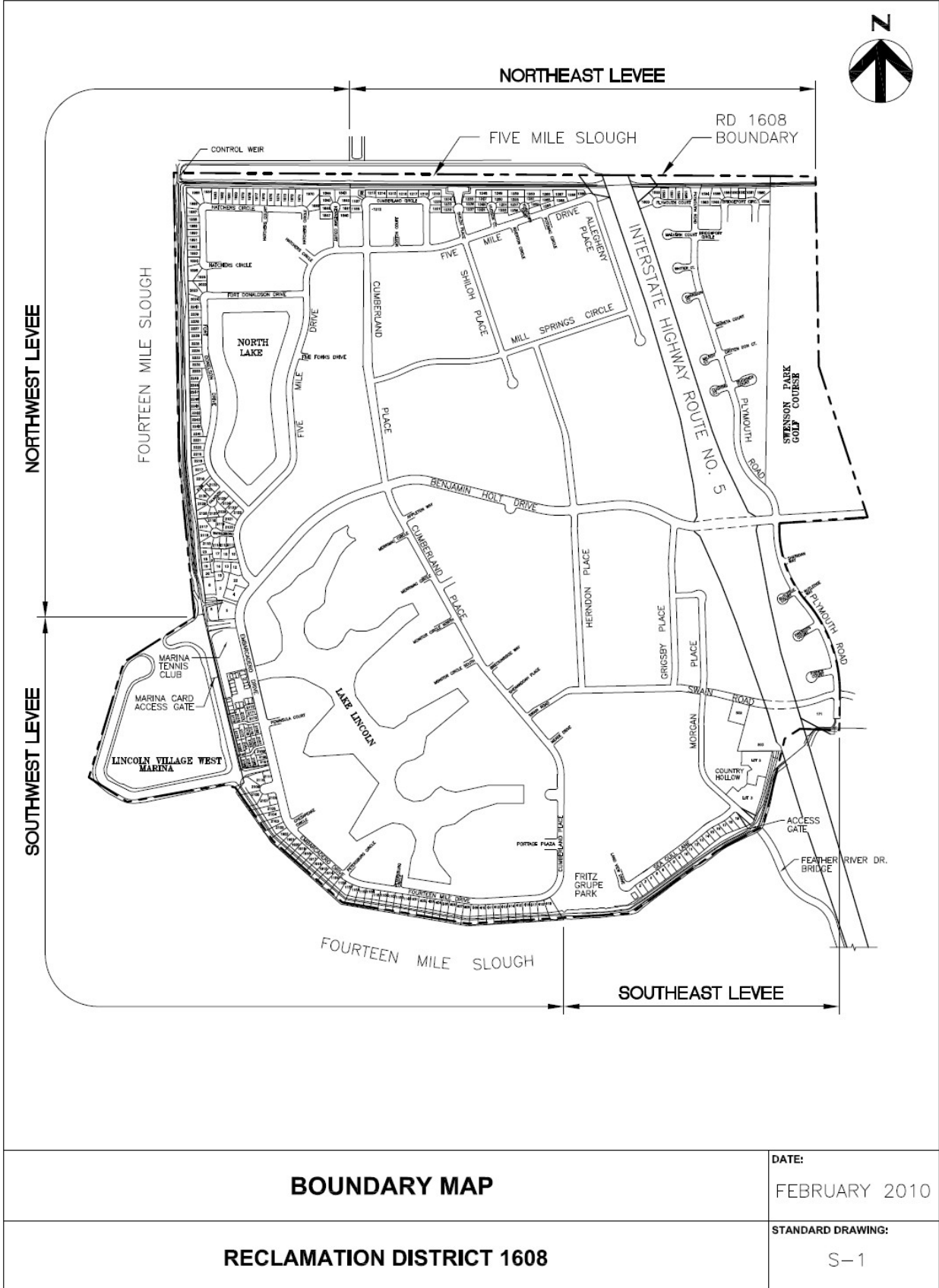
1. Provide address of lot for which Levee Encroachment Permit is being requested on this map.
2. Draw an arrow from the address provided to the location of the lot as shown on this map (see example above).
3. Attach annotated map to Levee Encroachment Permit Application.

LOCATION OF REQUESTED LEVEE ENCROACHMENT PERMIT	DATE: MARCH 2013
RECLAMATION DISTRICT 1608	APPENDIX: E-1

Appendix E-1

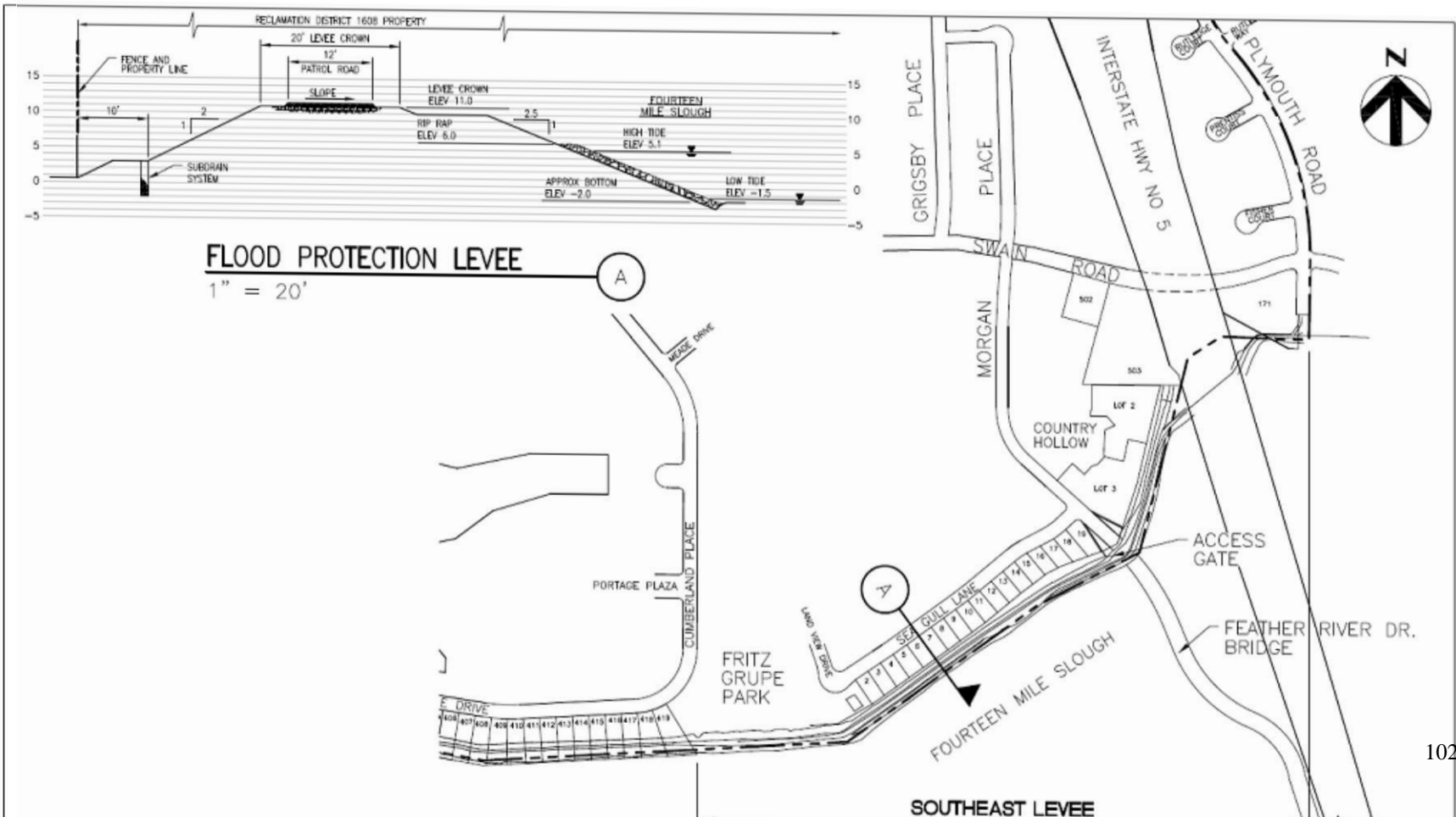


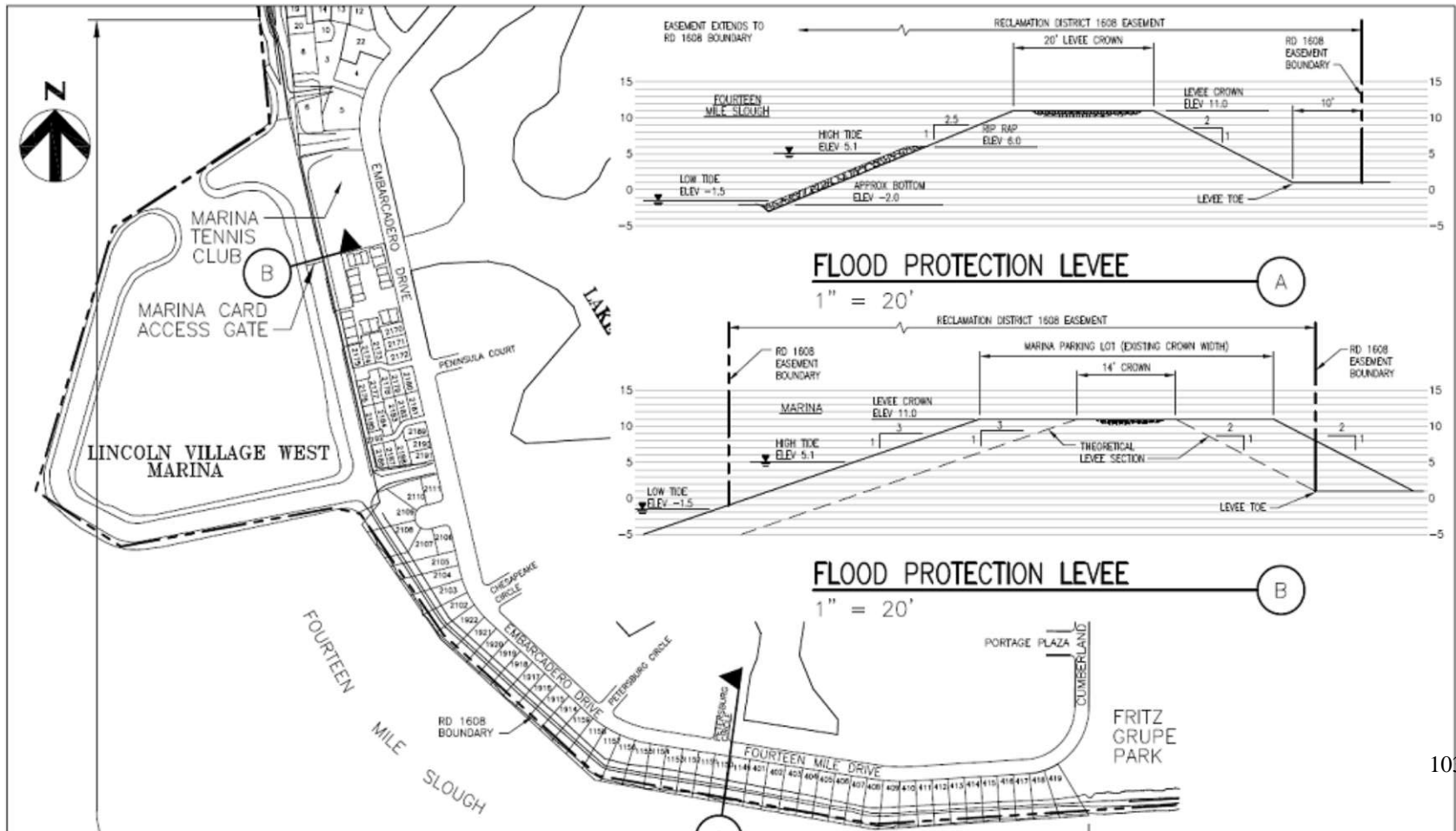


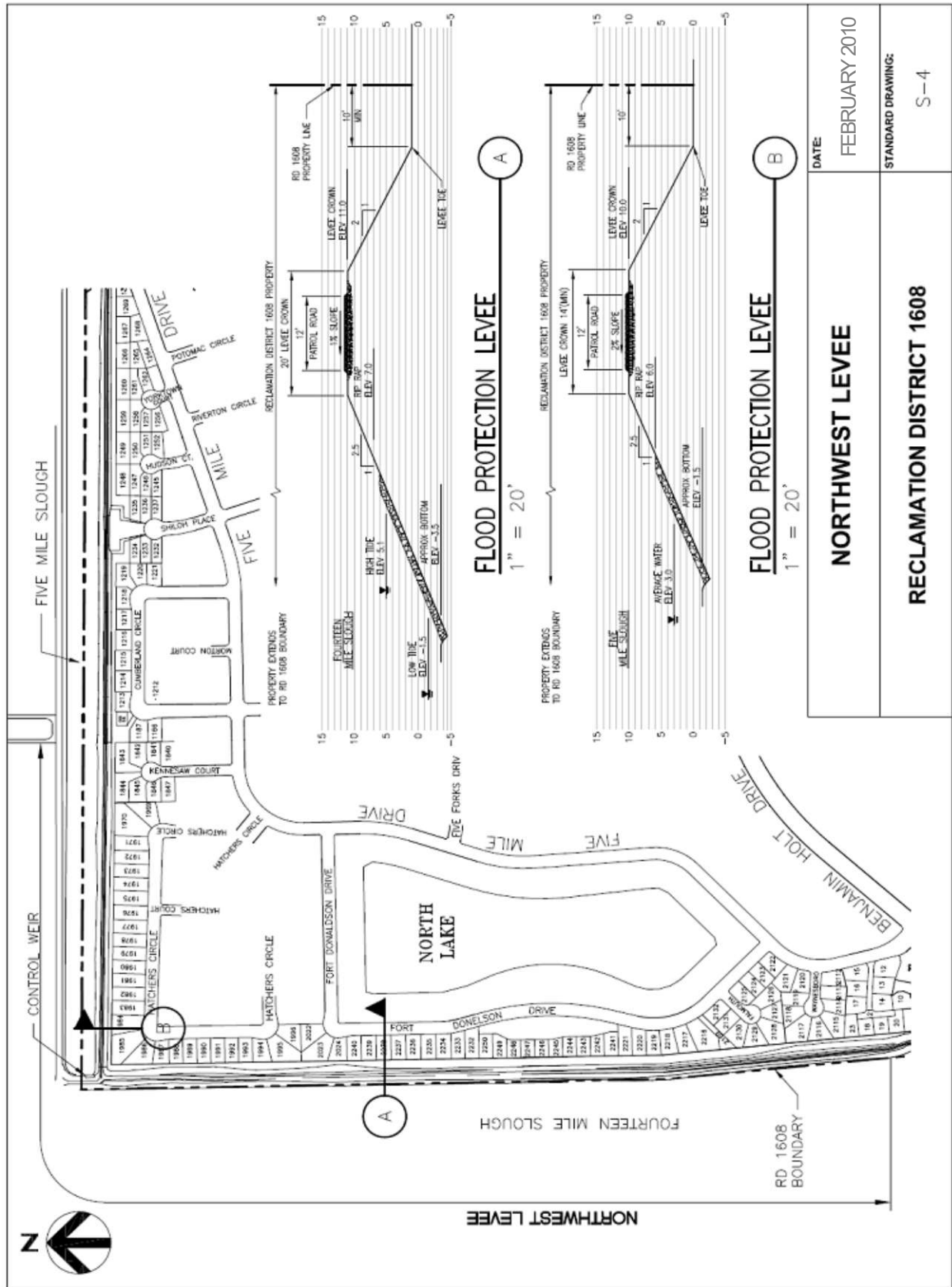


Appendix S-1

989387-2
1905114-7

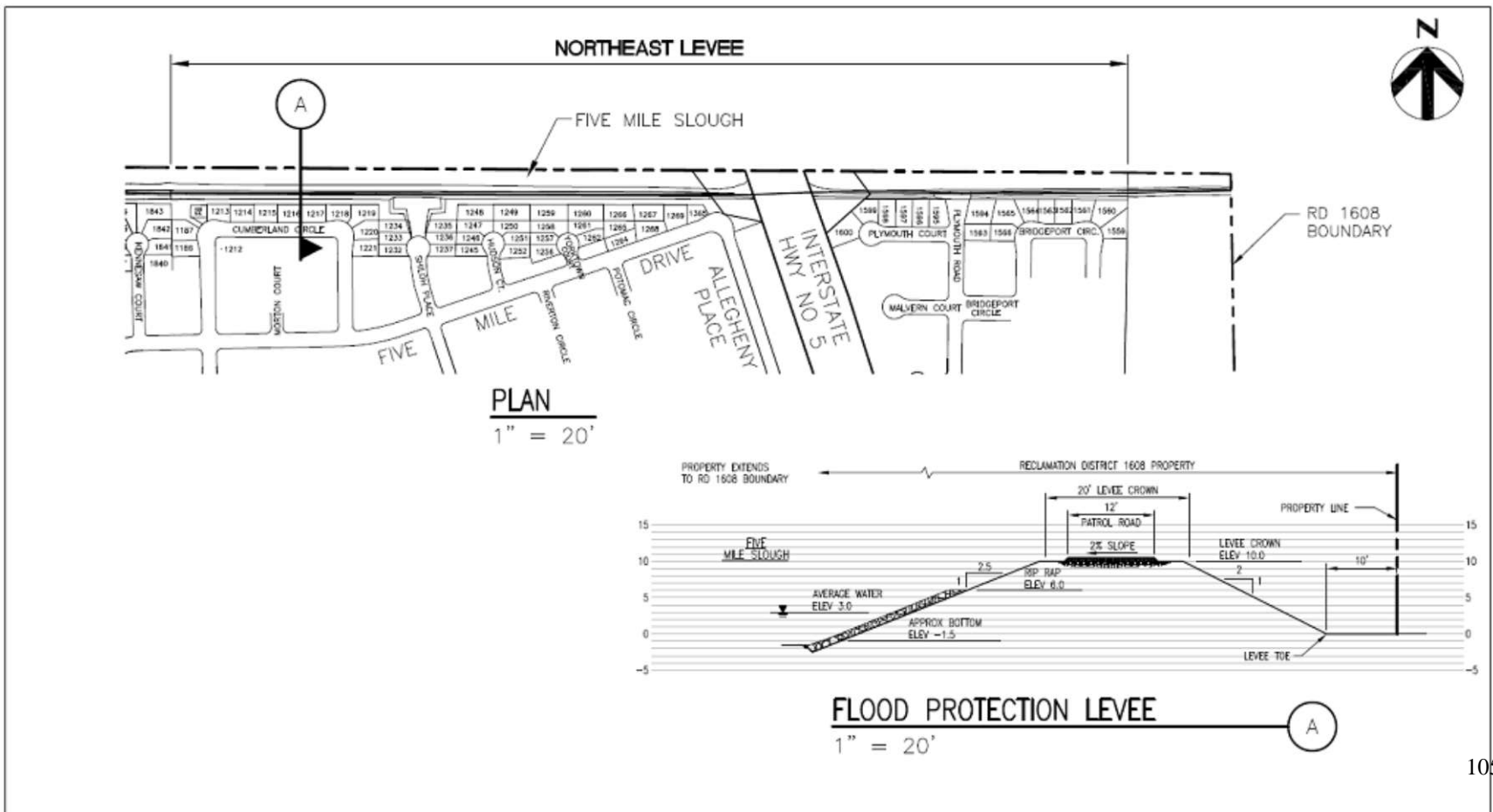


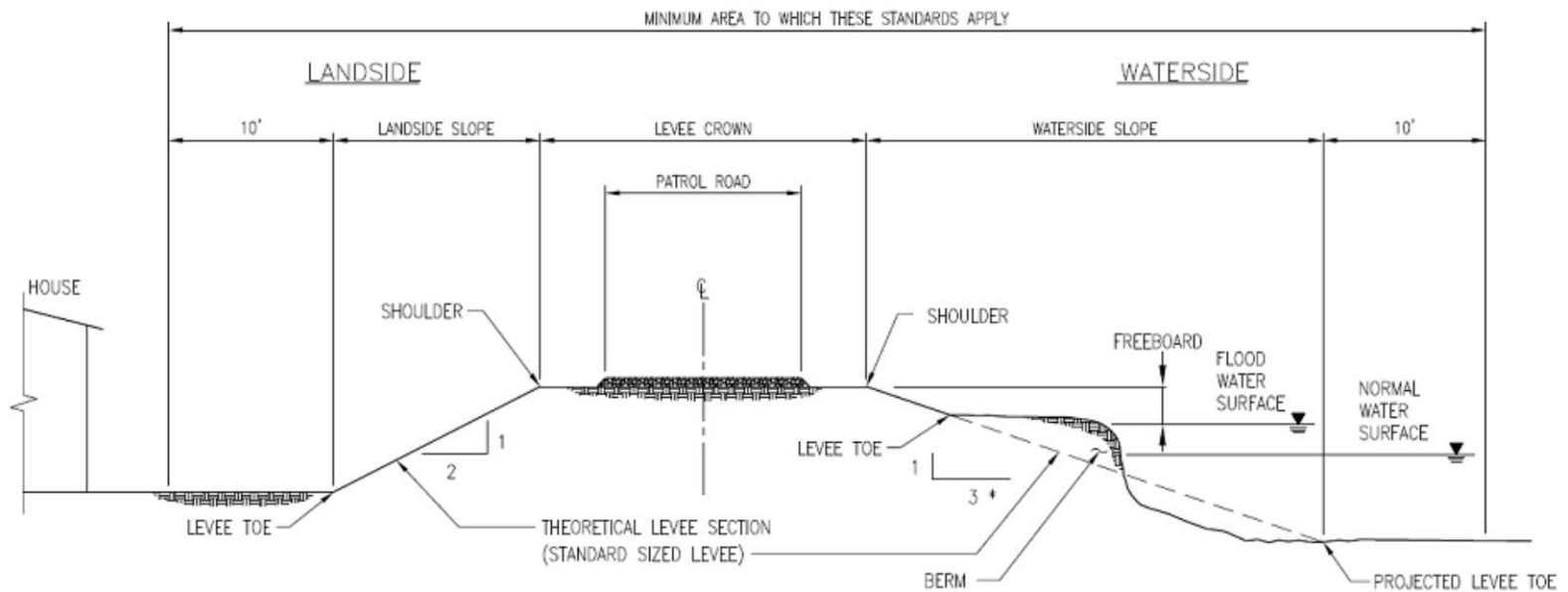




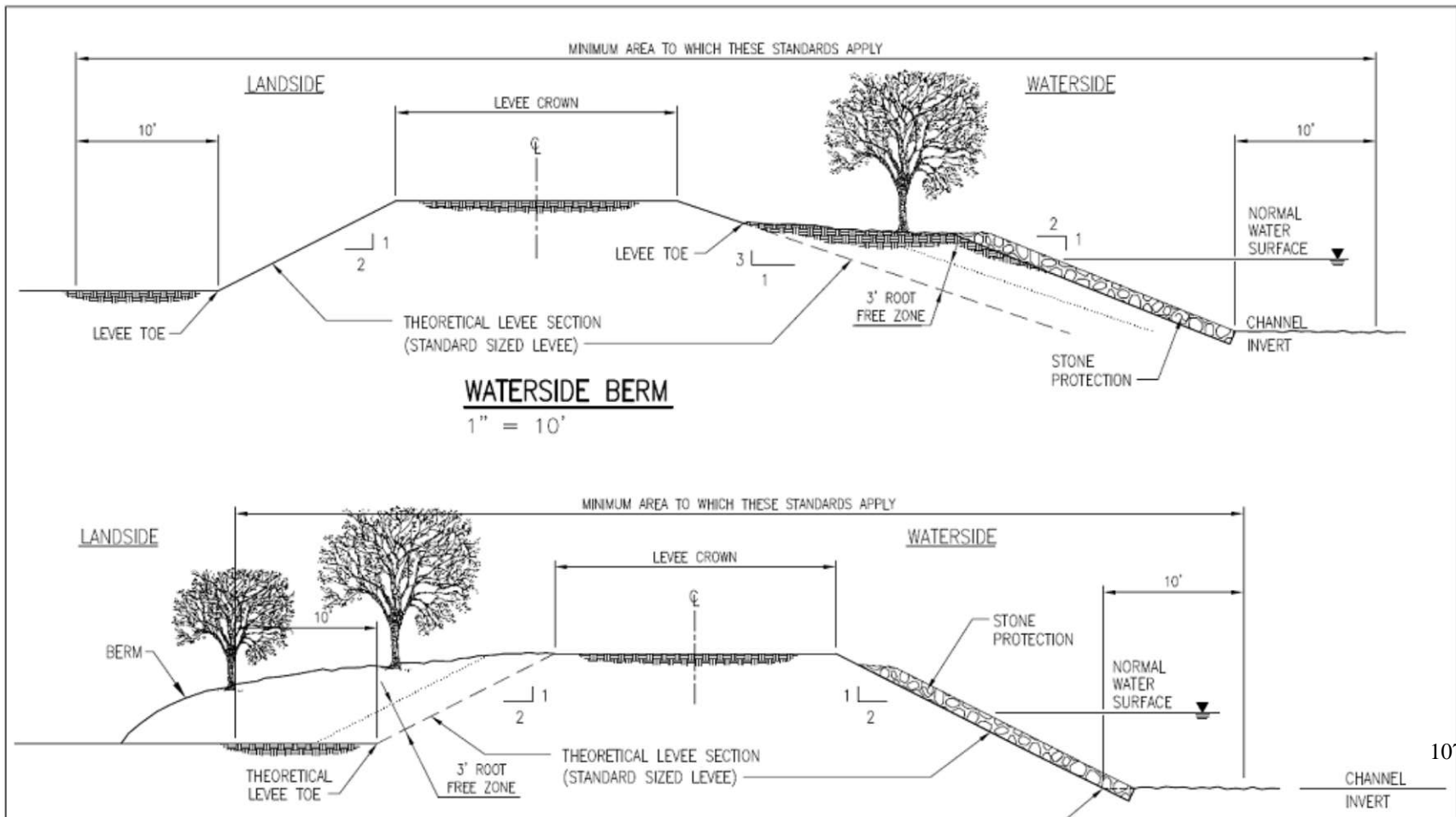
DATE:	FEBRUARY 2010
STANDARD DRAWING:	S-4
NORTHWEST LEVEL	
RECLAMATION DISTRICT 1608	

989387-2
1905114-7



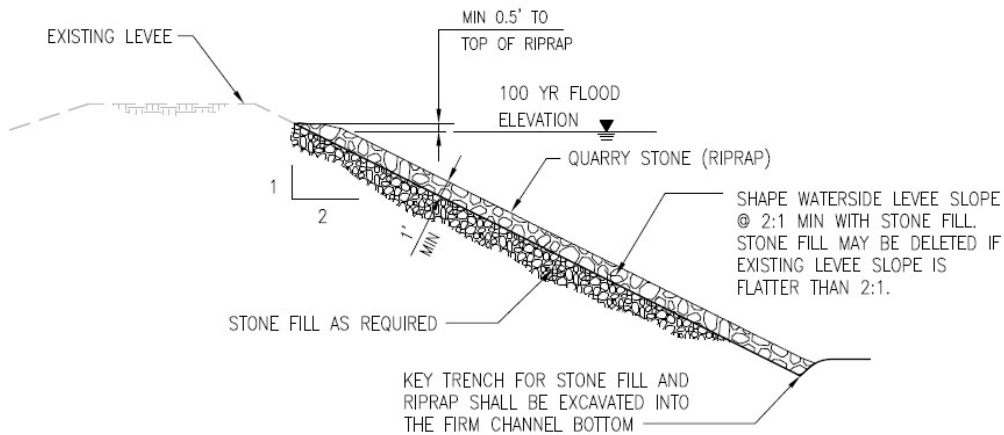


* THE WATERSIDE LEVEE SLOPE SHALL HAVE A MINIMUM THREE (3) HORIZONTAL TO ONE (1) VERTICAL SLOPE, EXCEPT WHERE AN APPROVED ROCK REVETMENT IS USED, A SLOPE OF TWO (2) HORIZONTAL TO ONE (1) VERTICAL MAY BE USED.



**RECOMMENDED QUARRY STONE GRADUATIONS
AND STONE FILL SIZES ARE AS FOLLOWS**

QUARRY STONE (RIPRAP)		STONE FILL	
WT OF INDIVIDUAL PIECES (LBS)	% SMALLER BY WT (SSD)	SIEVE SIZE	PERCENT PASSING
200	100	15"	100
100	60-90	12"	90
50	35-65	6"	50
20	10-30	3"	30
5	0-10	1"	20
		#200	2-3



NOTES:

1. PRIOR TO PLACEMENT OF STONEFILL OR STONE PROTECTION (RIPRAP), LOOSE MATERIAL IN THE LEVEE BANK SLOPE SHALL BE COMPACTED TO THE DENSITY OF THE ADJACENT UNDISTURBED CONSOLIDATED MATERIAL.
2. STONE FILL SHALL CONSIST OF BANK RUN GRAVELS, DREDGE TRAILINGS, QUARRY WASTE (OTHER THAN OVERBURDEN AND STRIPPING) AND/OR BANK PROTECTION STONE.
3. QUARRY STONE SHALL BE ANGULAR IN SHAPE. NEITHER THE BREADTH OR THE THICKNESS OF ANY PIECE OF STONE SHALL BE LESS THAN ONE-THIRD ITS LENGTH.

TYPICAL ROCK REVETMENT

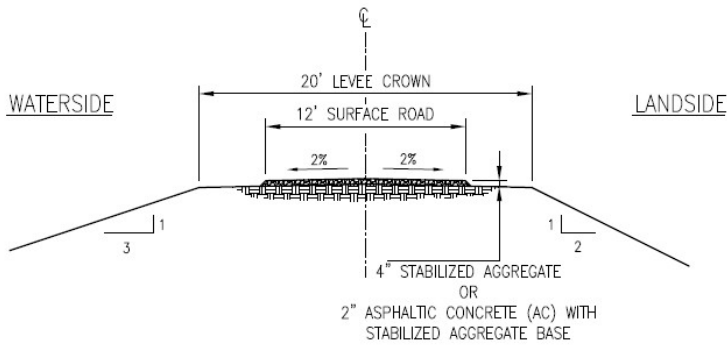
DATE:

FEBRUARY 2010

RECLAMATION DISTRICT 1608

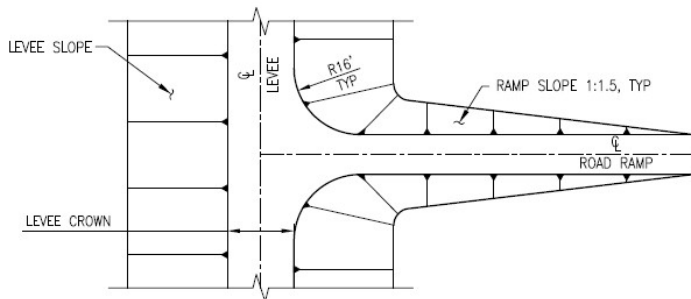
FIGURE:

S-8



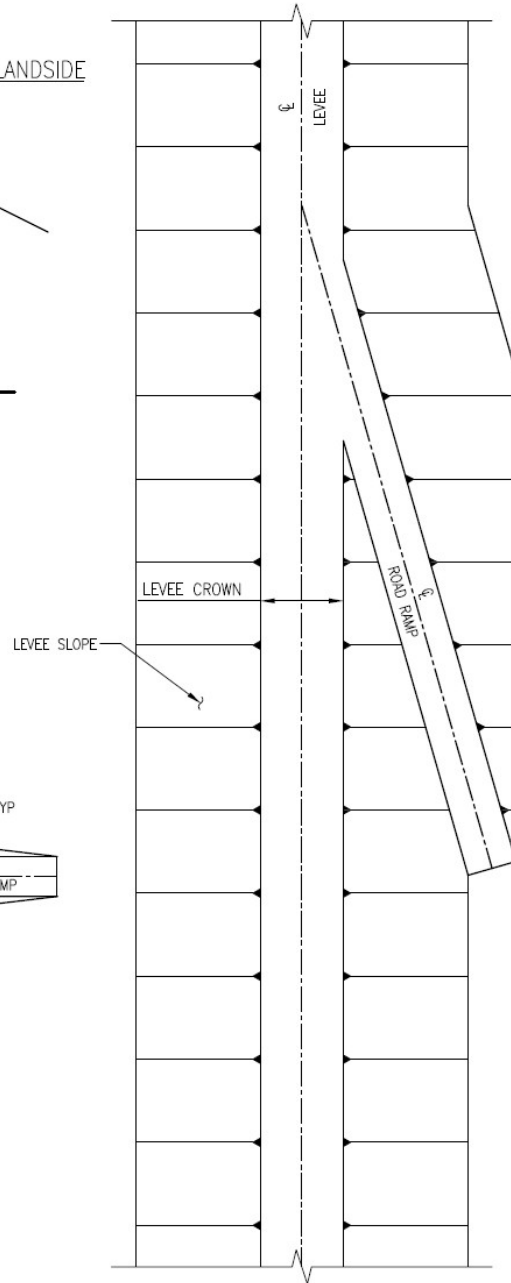
LEVEE SURFACING FOR PATROL ROAD

1" = 10'



HEAD-ON APPROACH ROAD RAMP

1" = 40'



SIDE APPROACH ROAD RAMP

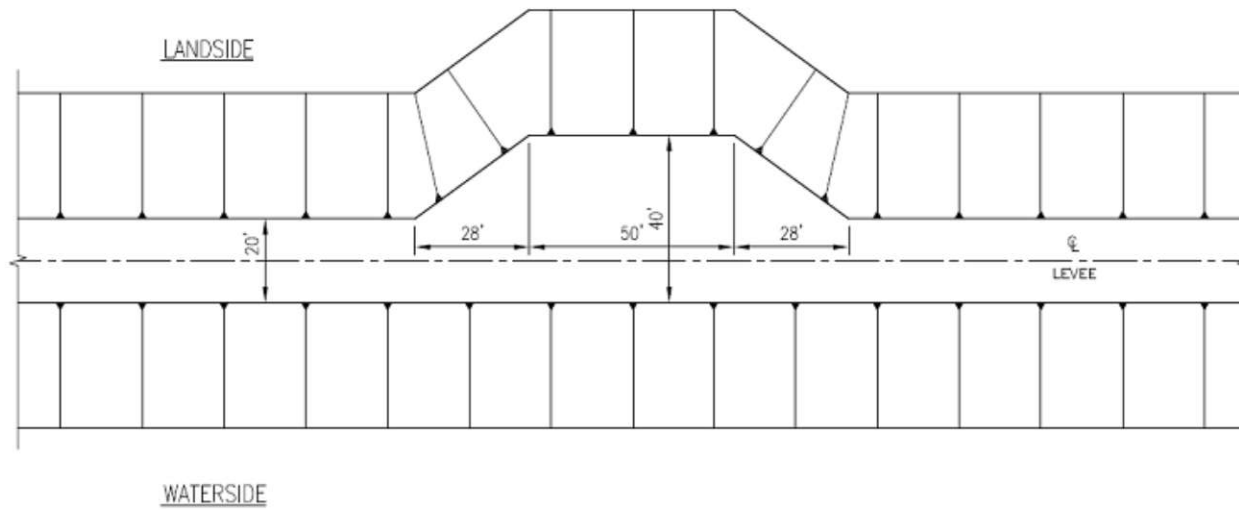
1" = 40'

LEVEE PATROL ROAD SURFACING AND ACCESS RAMPS

DATE:
FEBRUARY 2010

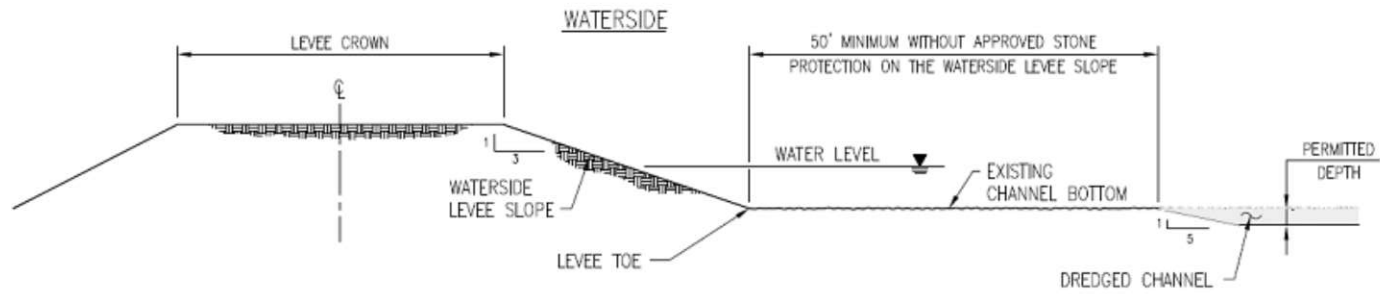
RECLAMATION DISTRICT 1608

STANDARD DRAWING:
S-9



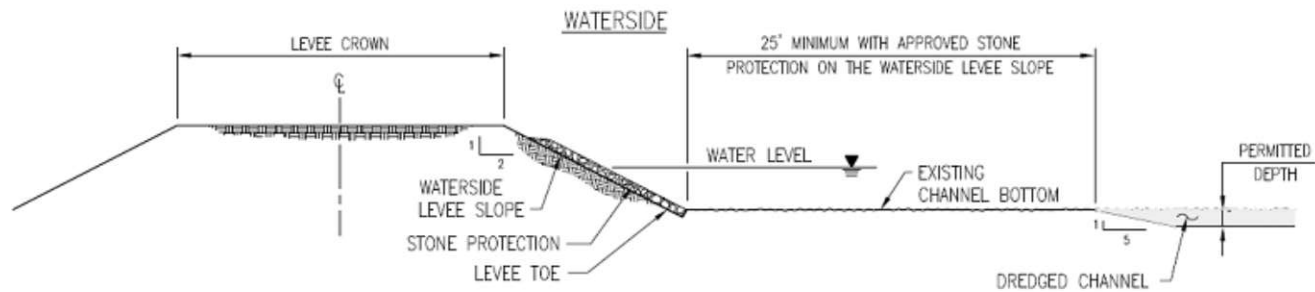
TYPICAL LEVEE TURNAROUND

1" = 40'



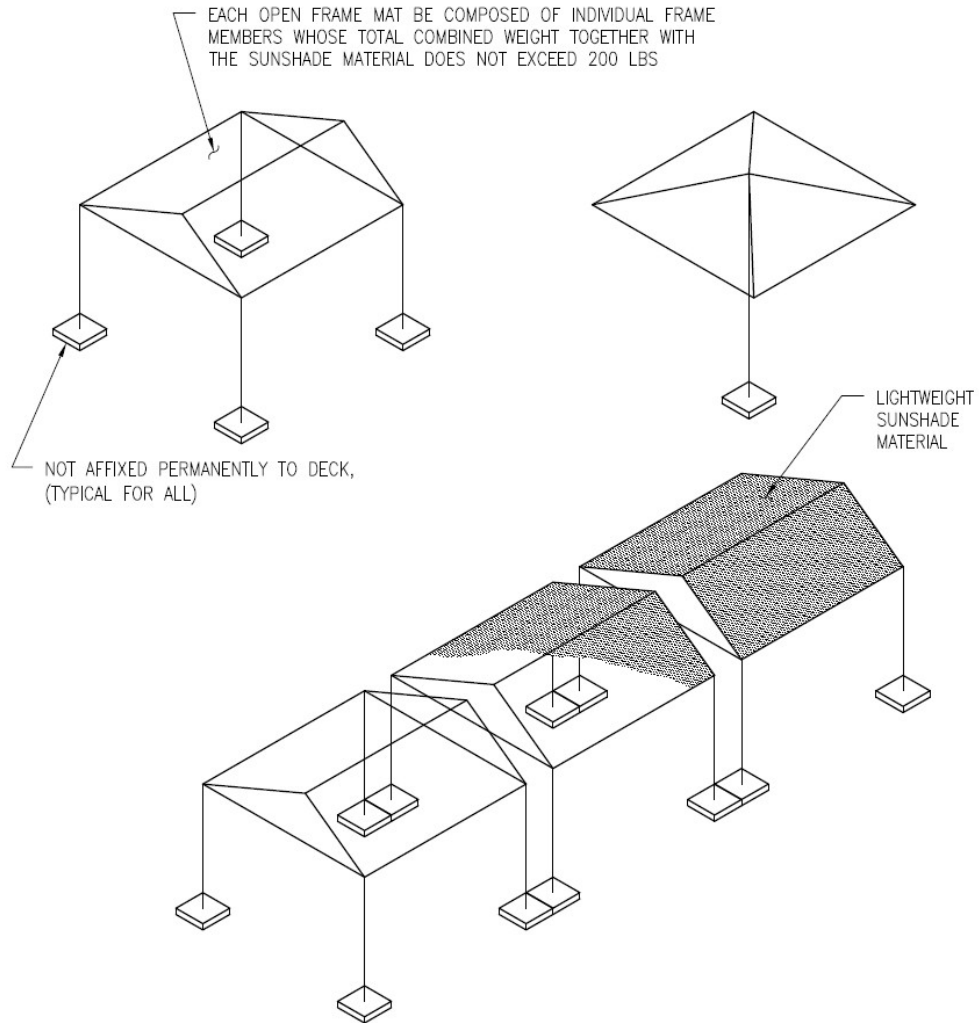
WITHOUT STONE PROTECTION

1" = 10'



WITH STONE PROTECTION

1" = 10'



ENCROACHMENT CONDITIONS:

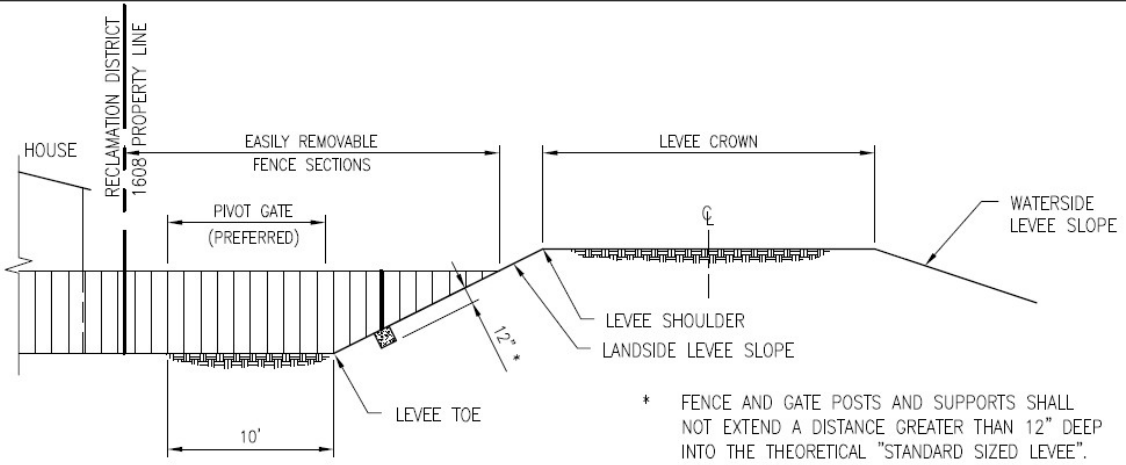
1. SUPPORTS LIGHTWEIGHT SUNSHADE MATERIALS.
2. NOT PERMANENTLY AFFIXED TO DECK OR EACH OTHER.
3. CONSTRUCTED TO BE READILY REMOVABLE.
4. CAN BE CARRIED AWAY BY HAND.

TEMPORARY OPEN FRAME STRUCTURES

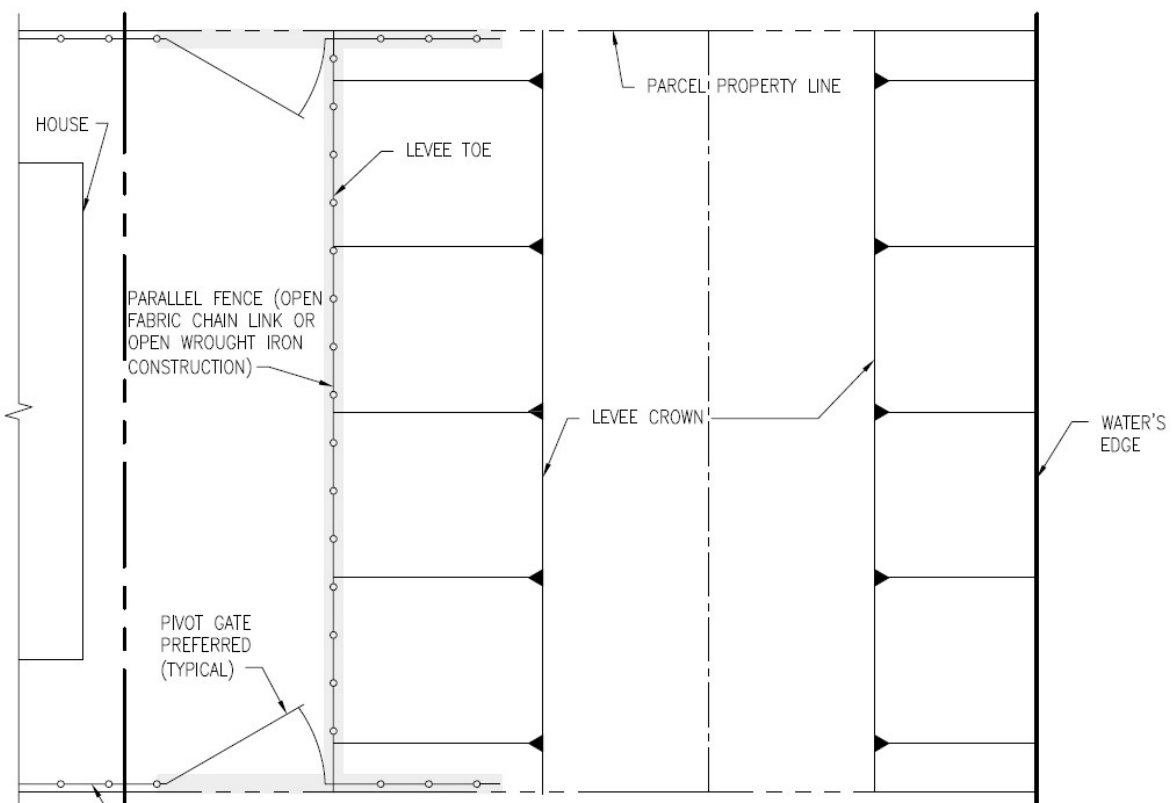
DATE:
FEBRUARY 2010

RECLAMATION DISTRICT 1608

STANDARD DRAWING:
S-12



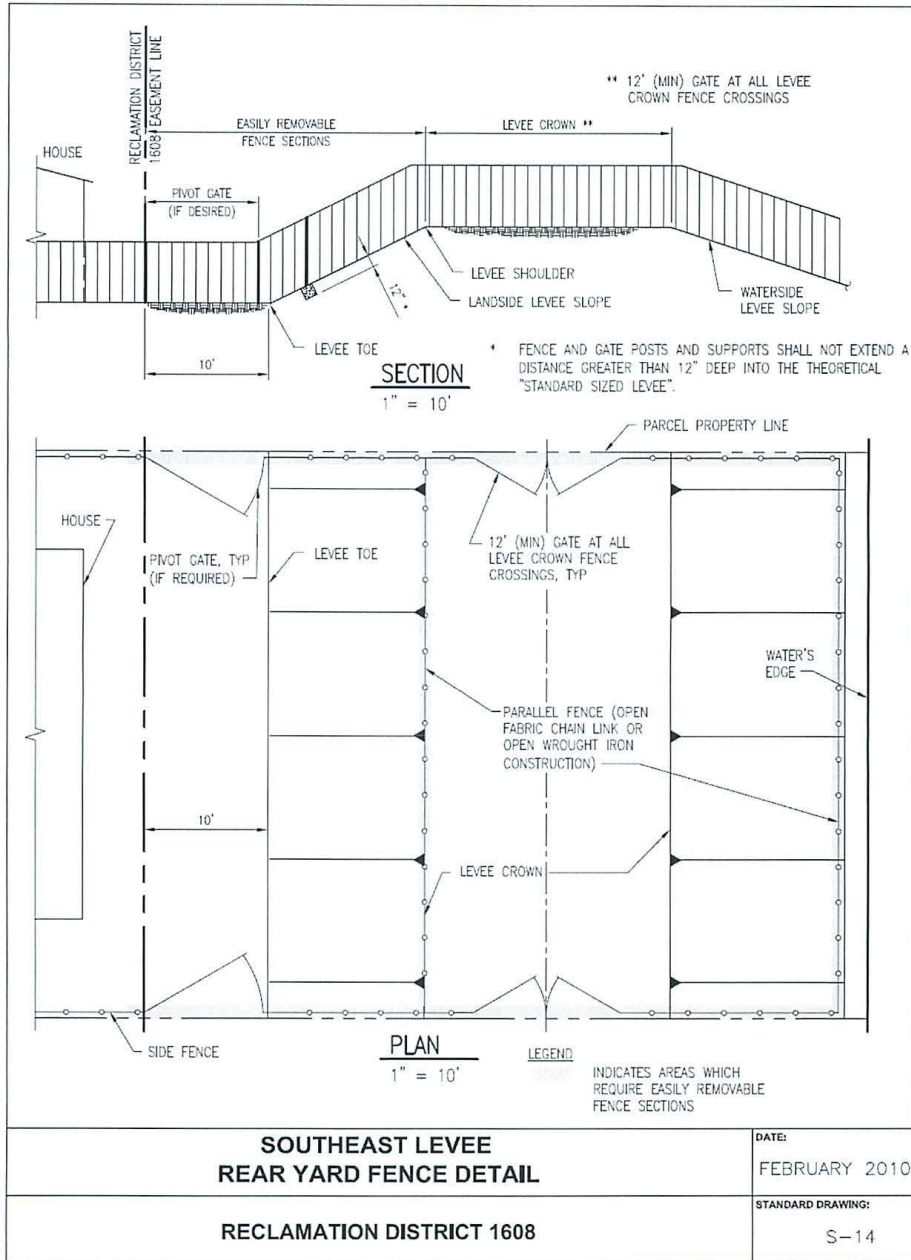
SECTION
1" = 10'

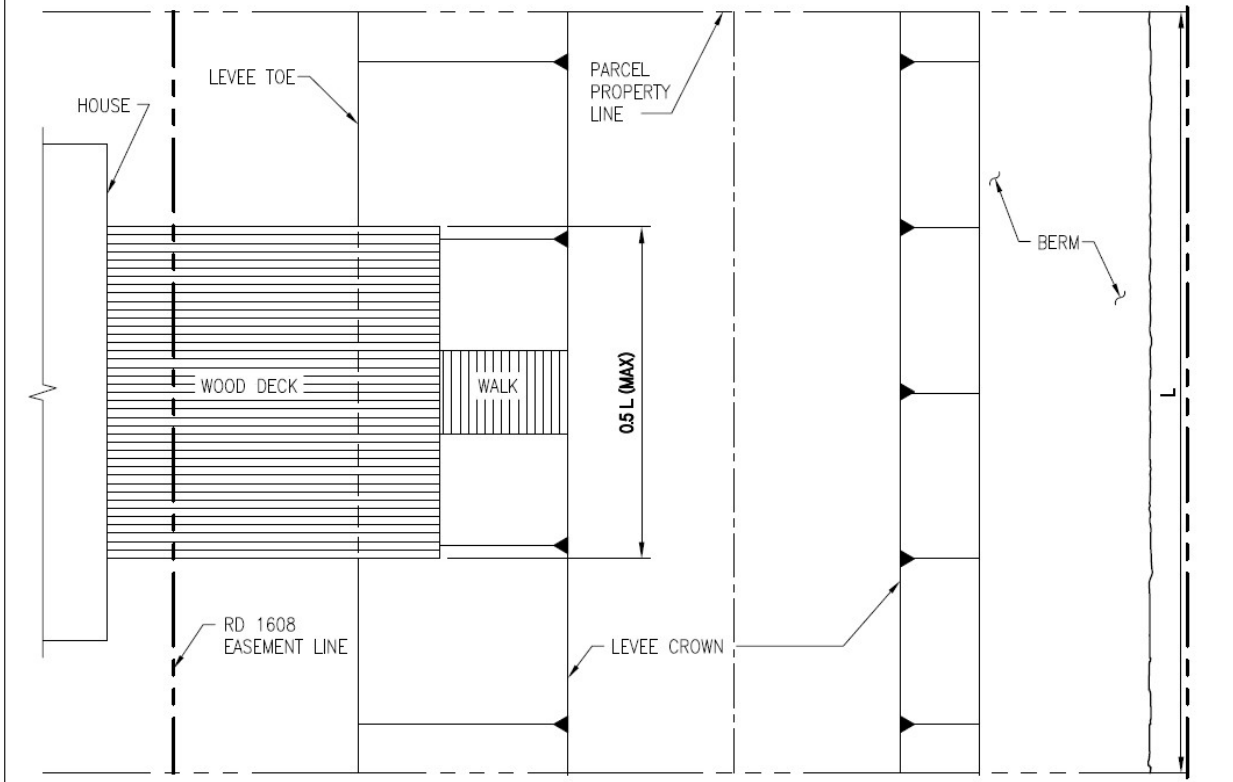
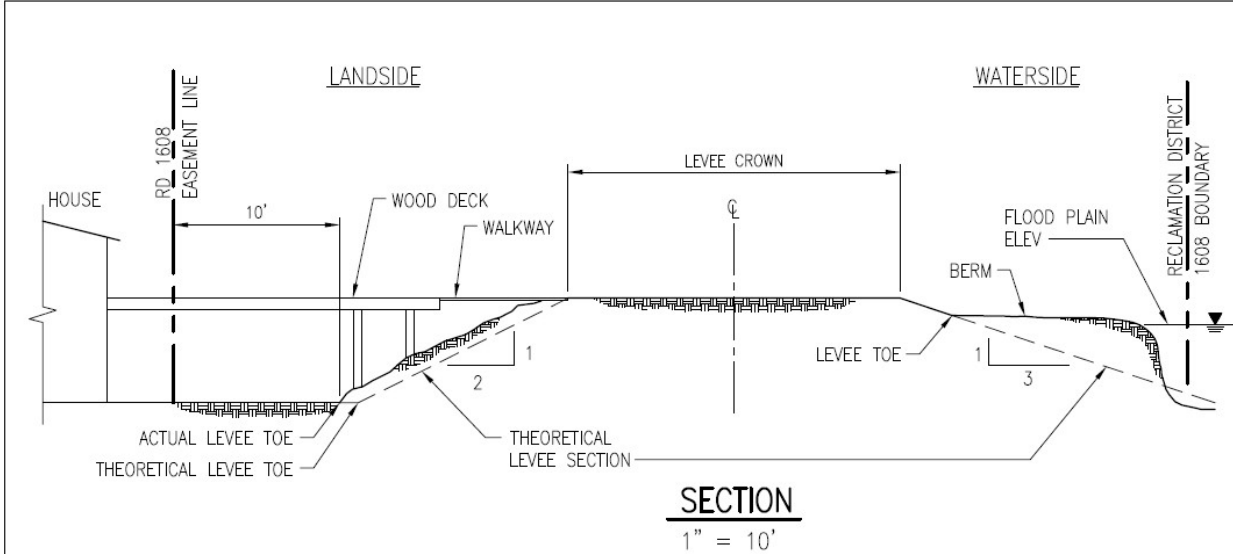


PLAN
1" = 10'

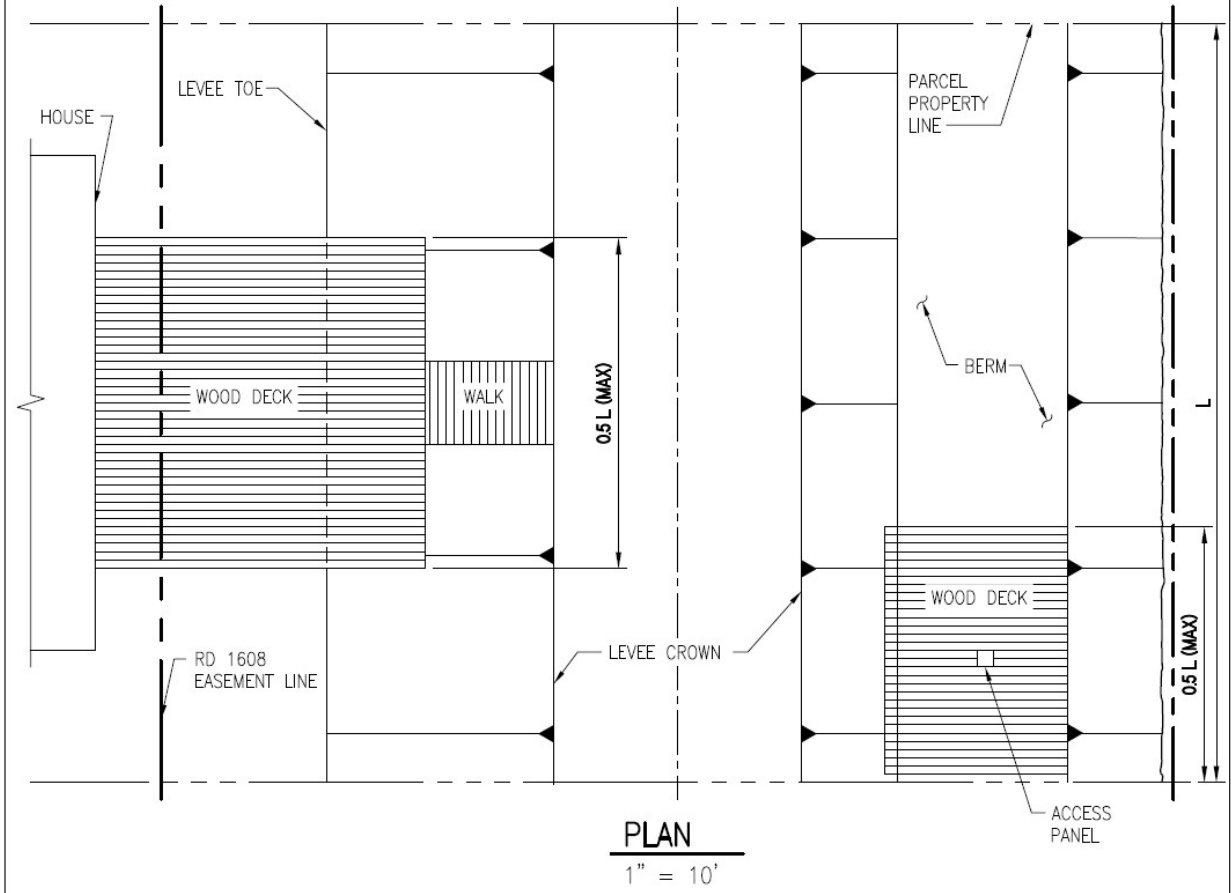
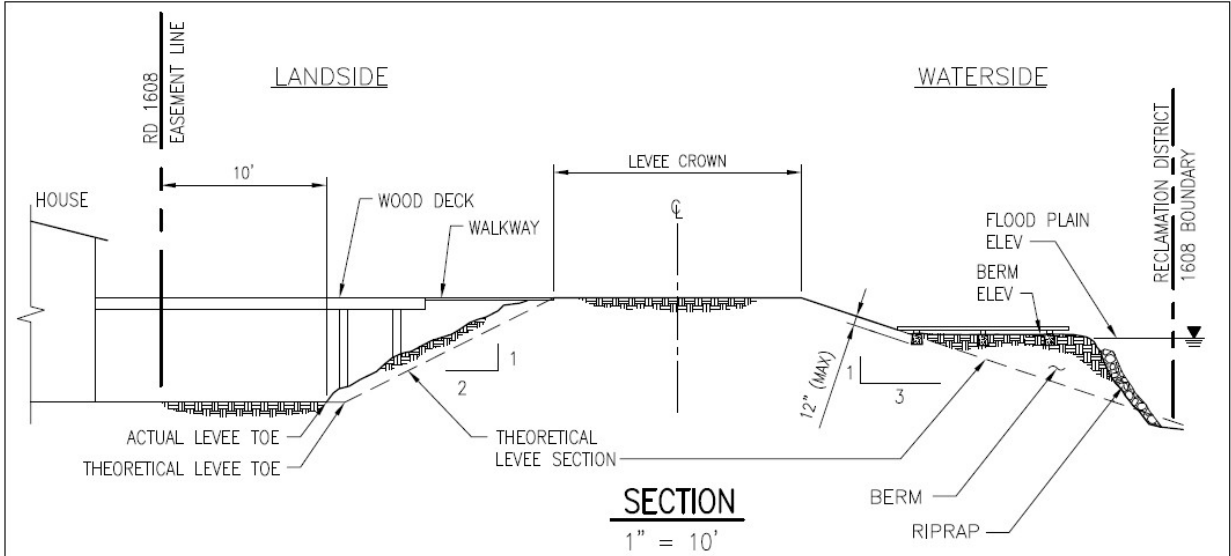
LEGEND
 INDICATES AREAS WHICH REQUIRE EASILY REMOVABLE FENCE SECTIONS

NORTHWEST LEVEE REAR YARD FENCE DETAIL	DATE: FEBRUARY 2010
RECLAMATION DISTRICT 1608	STANDARD DRAWING: S-13



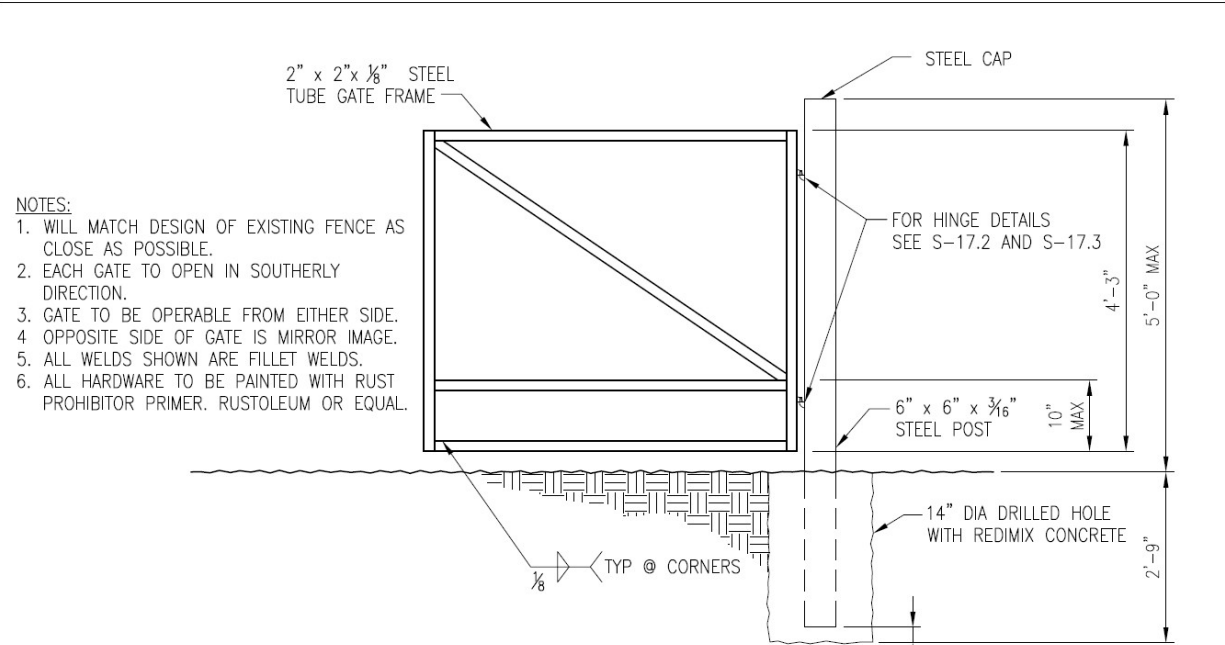


SOUTHWEST LEVEE REAR YARD DECK DETAIL	DATE: FEBRUARY 2010
RECLAMATION DISTRICT 1608	STANDARD DRAWING: S-15



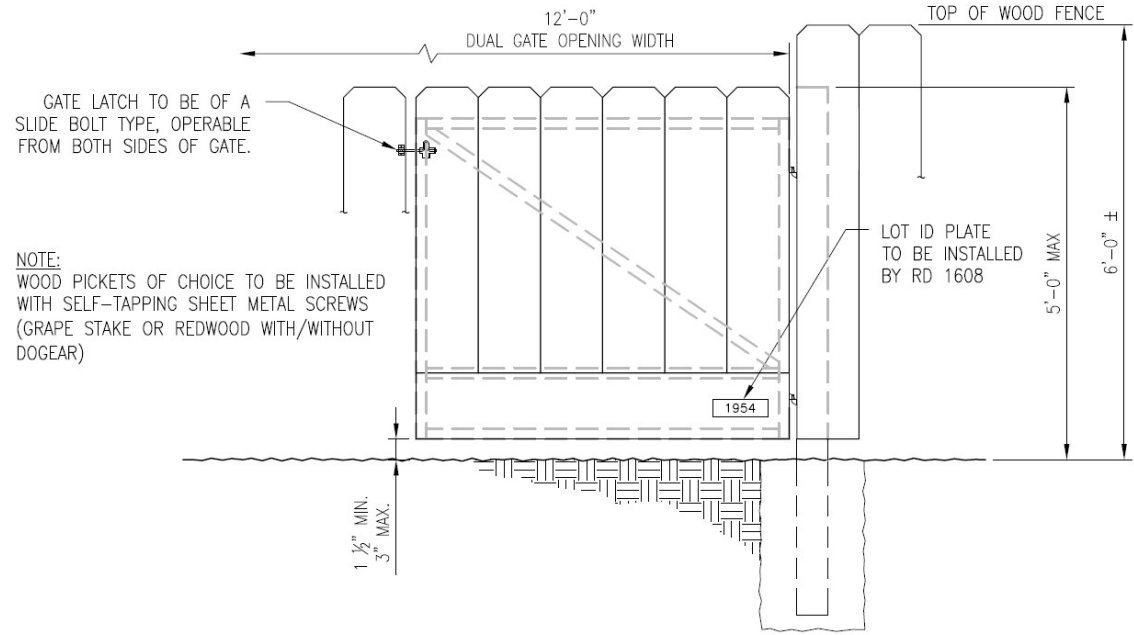
SOUTHWEST LEVEE REAR YARD WATERSIDE DECK DETAIL	DATE: FEBRUARY 2010
	STANDARD DRAWING: S-16

RECLAMATION DISTRICT 1608



- NOTES:**
1. WILL MATCH DESIGN OF EXISTING FENCE AS CLOSE AS POSSIBLE.
 2. EACH GATE TO OPEN IN SOUTHERLY DIRECTION.
 3. GATE TO BE OPERABLE FROM EITHER SIDE.
 4. OPPOSITE SIDE OF GATE IS MIRROR IMAGE.
 5. ALL WELDS SHOWN ARE FILLET WELDS.
 6. ALL HARDWARE TO BE PAINTED WITH RUST PROHIBITOR PRIMER. RUSTOLEUM OR EQUAL.

METAL POST & FRAMES
 $3/8" = 1'-0"$



GATE LATCH TO BE OF A SLIDE BOLT TYPE, OPERABLE FROM BOTH SIDES OF GATE.

NOTE:
 WOOD PICKETS OF CHOICE TO BE INSTALLED WITH SELF-TAPPING SHEET METAL SCREWS (GRAPE STAKE OR REDWOOD WITH/WITHOUT DOGEAR)

FENCE FACING
 $3/8" = 1'-0"$

SOUTHWEST LEVEE CROWN DUAL SWING GATE	DATE: MARCH 2013
RECLAMATION DISTRICT 1608	STANDARD DRAWING: S-17.1

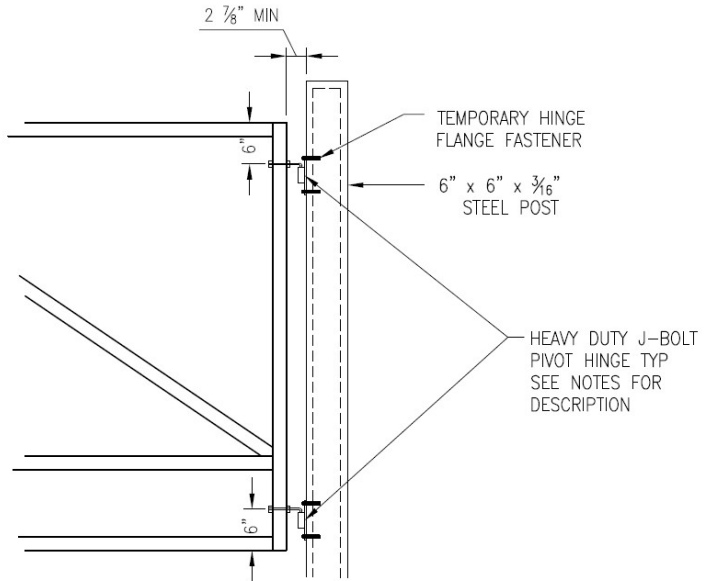
NOTES:

- ① HEAVY DUTY $\frac{5}{8}$ " J-BOLT HINGE FROM HARDWARE SOURCE (SKU 783000 OR EQUAL)

HARDWARE SOURCE
 5710 KEARNY VILLA RD SUITE A
 SAN DIEGO, CA 92123
 877-944-6437

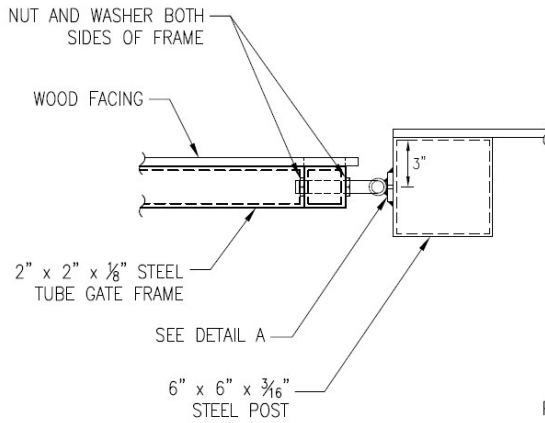
HINGE CAPACITY
 500# PER PAIR

- ② PROVIDE TEMPORARY FASTENER FOR HINGE FLANGE PLACEMENT BY DRILLING PILOT HOLES IN POST AND INSTALLING SELF TAPPING SCREWS.
- ③ WELD ALONG VERTICAL EDGES OF HINGE FLANGE AFTER FINAL POSITIONING.



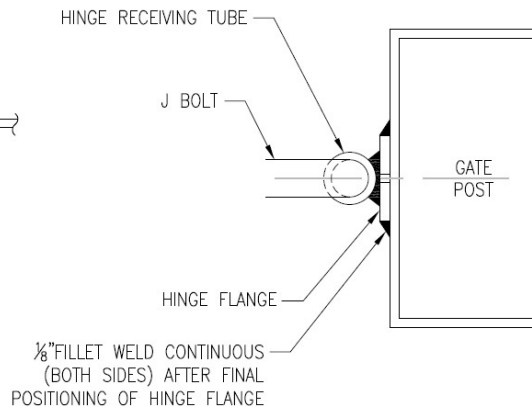
J BOLT HINGE ELEVATION

1" = 2'-0"



J BOLT HINGE PLAN VIEW

1" = 1'-0" (TOP & BOT. TYP)



DETAIL A

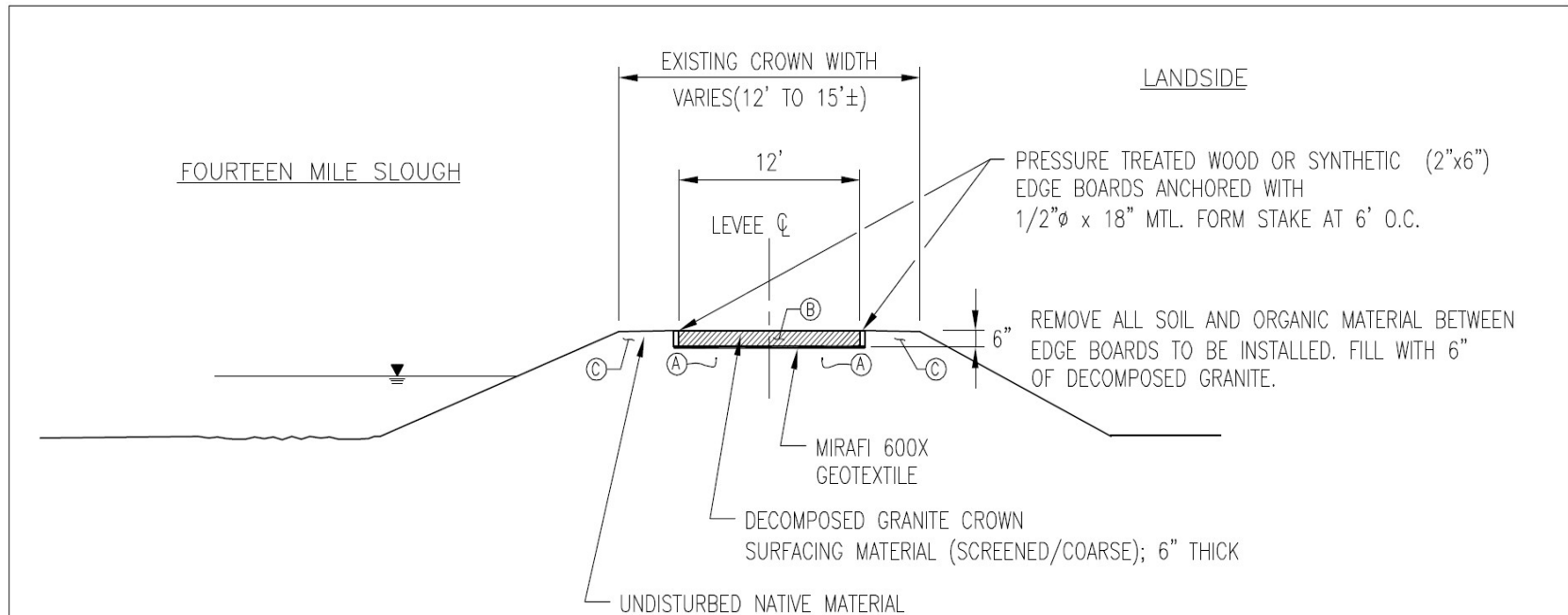
NTS

SOUTHWEST LEVEE CROWN DUAL SWING GATE	DATE: MARCH 2013
RECLAMATION DISTRICT 1608	STANDARD DRAWING: S-17.2



TYPICAL PHOTO

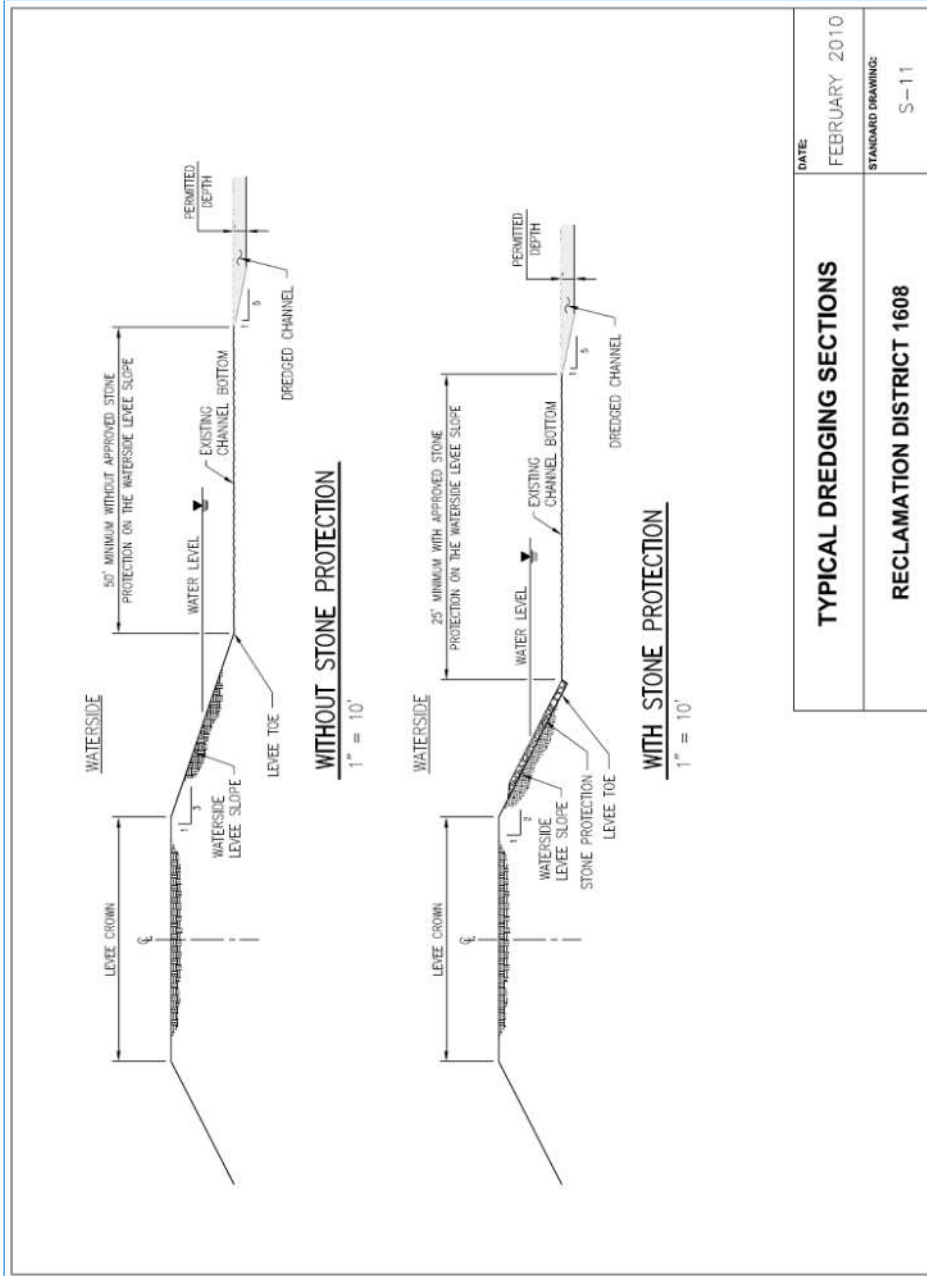
SOUTHWEST LEVEE CROWN DUAL SWING GATE	DATE: MARCH 2013
RECLAMATION DISTRICT 1608	STANDARD DRAWING: S-17.3



NOTES:

1. REMOVE EXISTING SOIL AND ORGANIC MATERIAL FROM THE LEVEE CROWN AS SHOWN ABOVE TO A DEPTH OF 6 INCHES. -Ⓐ
2. COMPACT FOUNDATION AND GRADE SURFACE-Ⓐ
3. PLACE MIRAFI 600X GEOTEXTILE.
4. PLACE 2"x6" PRESSURE TREATED WOOD EDGE BOARDS.
5. PLACE AND COMPACT DECOMPOSED GRANITE (DG) IN TWO 3-INCH LIFTS. -Ⓑ
 - a. MAXIMUM PARTICLE SIZE = 3/8 INCH
 - b. 10% TO 15% FINES

SUPERSEDED



TYPICAL DREDGING SECTIONS	DATE	FEBRUARY 2010
	STANDARD DRAWING:	S-11
RECLAMATION DISTRICT 1608		

Commented [CN20]: Recommend deleting this Typical Dredging Section Detail. This is not the actual sediment removal design section. Historically this was a section used by Siegfried to try and permit new riprap along this stretch of levee

REMOVE DETAIL

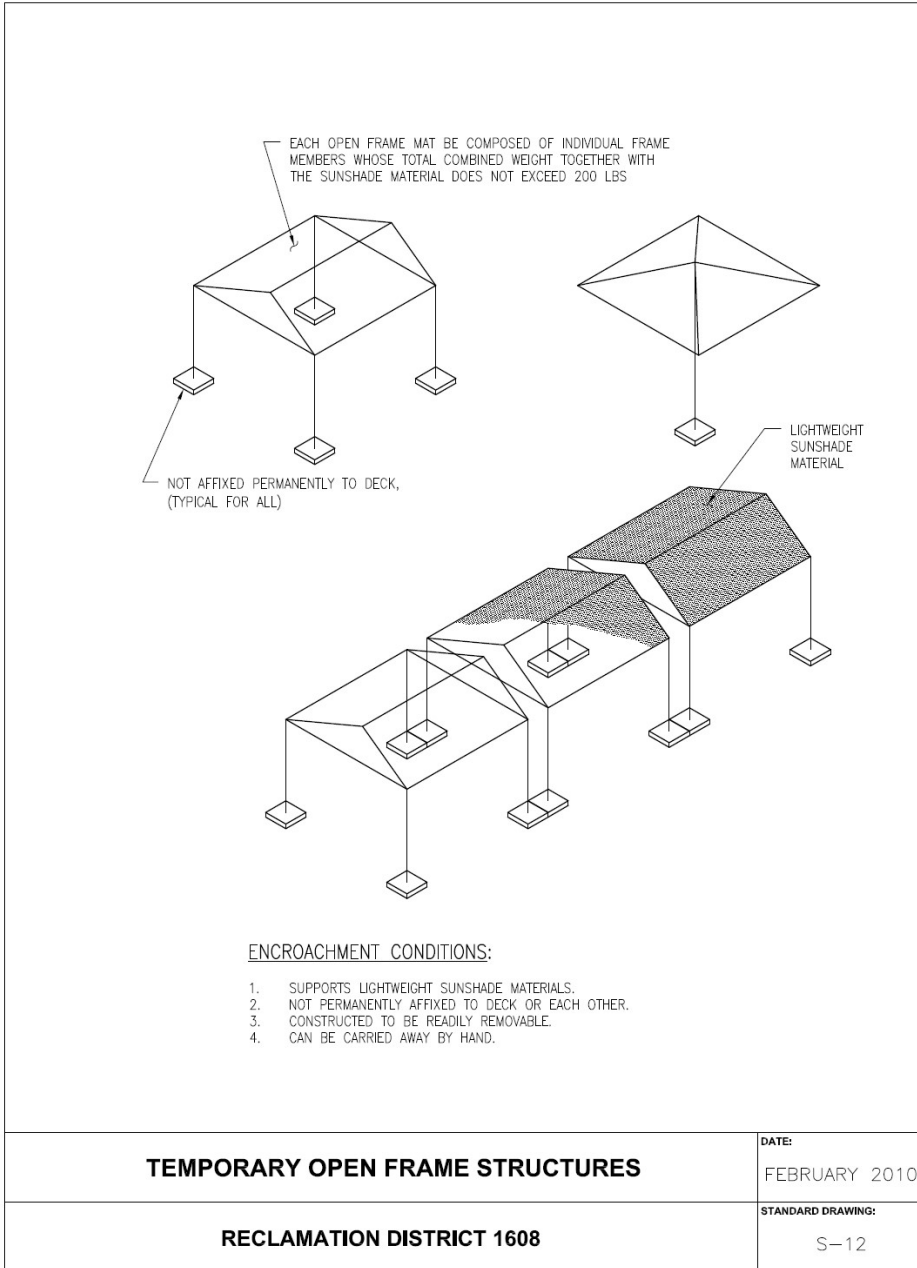
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Appendix S-11

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SUPERSEDED



REMOVE DETAIL

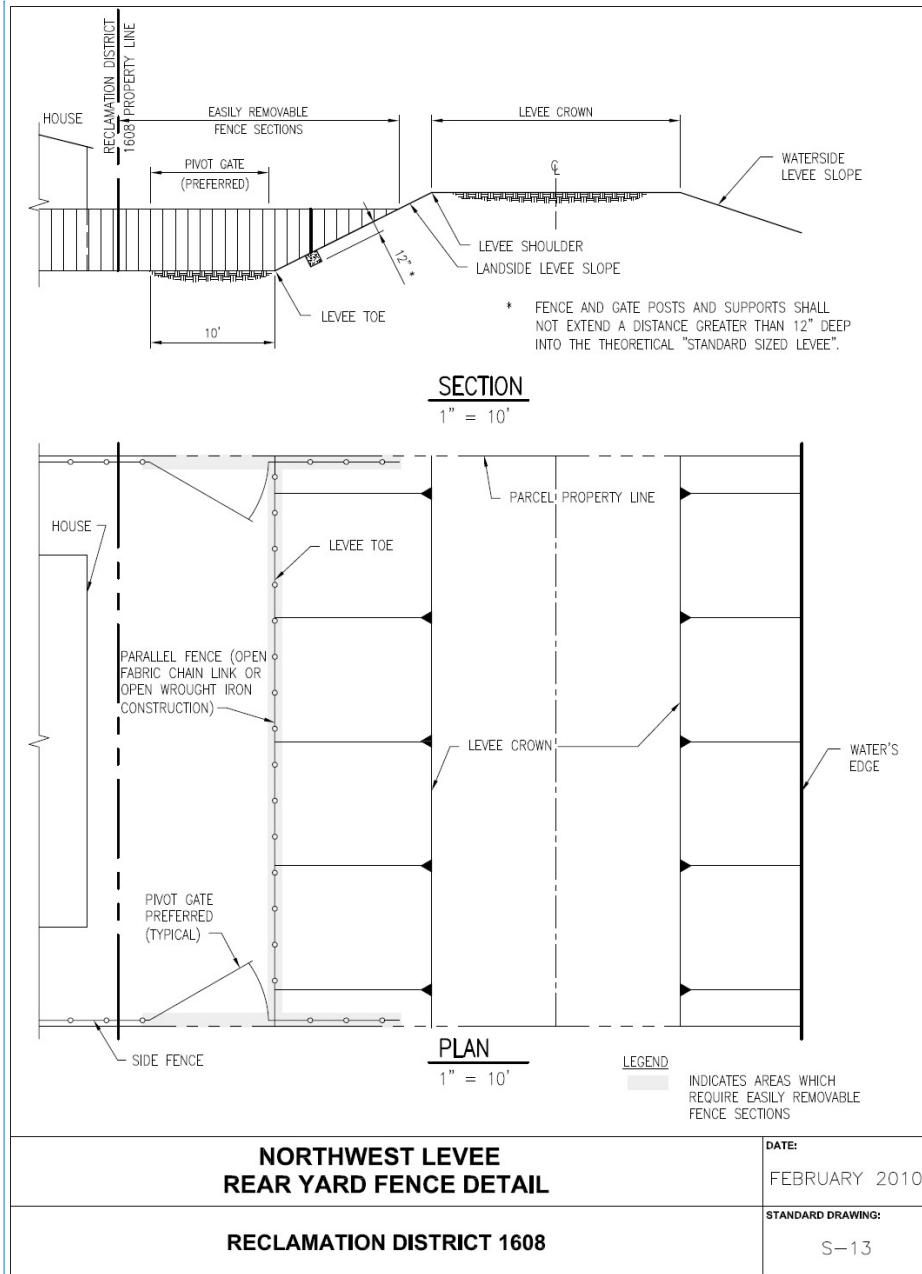
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Appendix S-12

1905114-41905114-41821371-4

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SUPERSEDED



Commented [CN21]: Do not want to permit fences to the toe of the levee along the Northwest Levee Section.

REMOVE DETAIL

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Appendix S-13

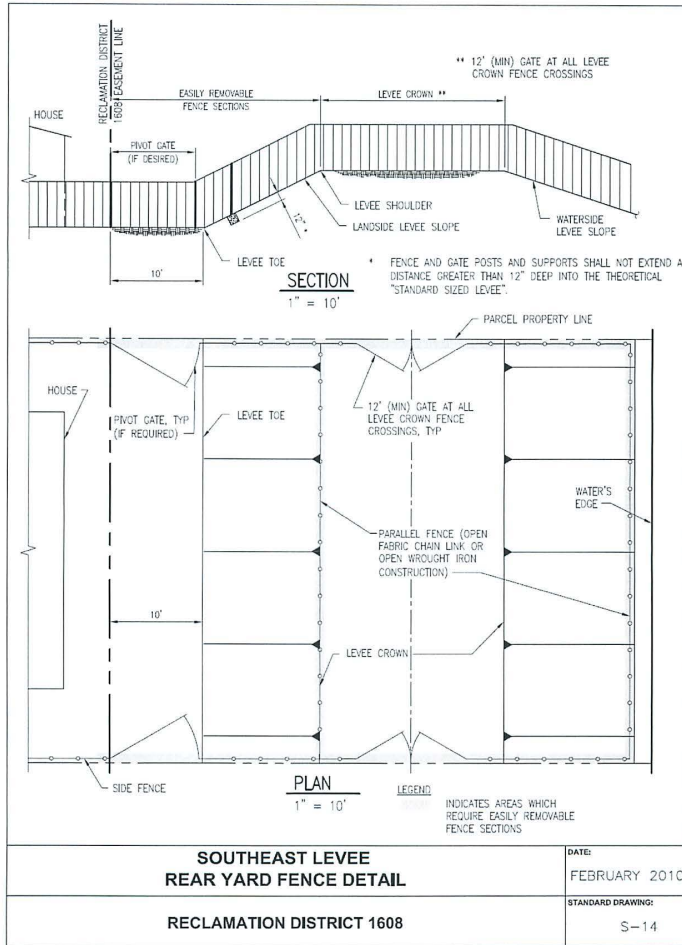
1905114-41905114-41821371-4

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SUPERSEDED

Commented [CN22]: RD 1608 does not allow cross fences in the Southeast section so not certain why this fence detail is included?

REMOVE DETAIL

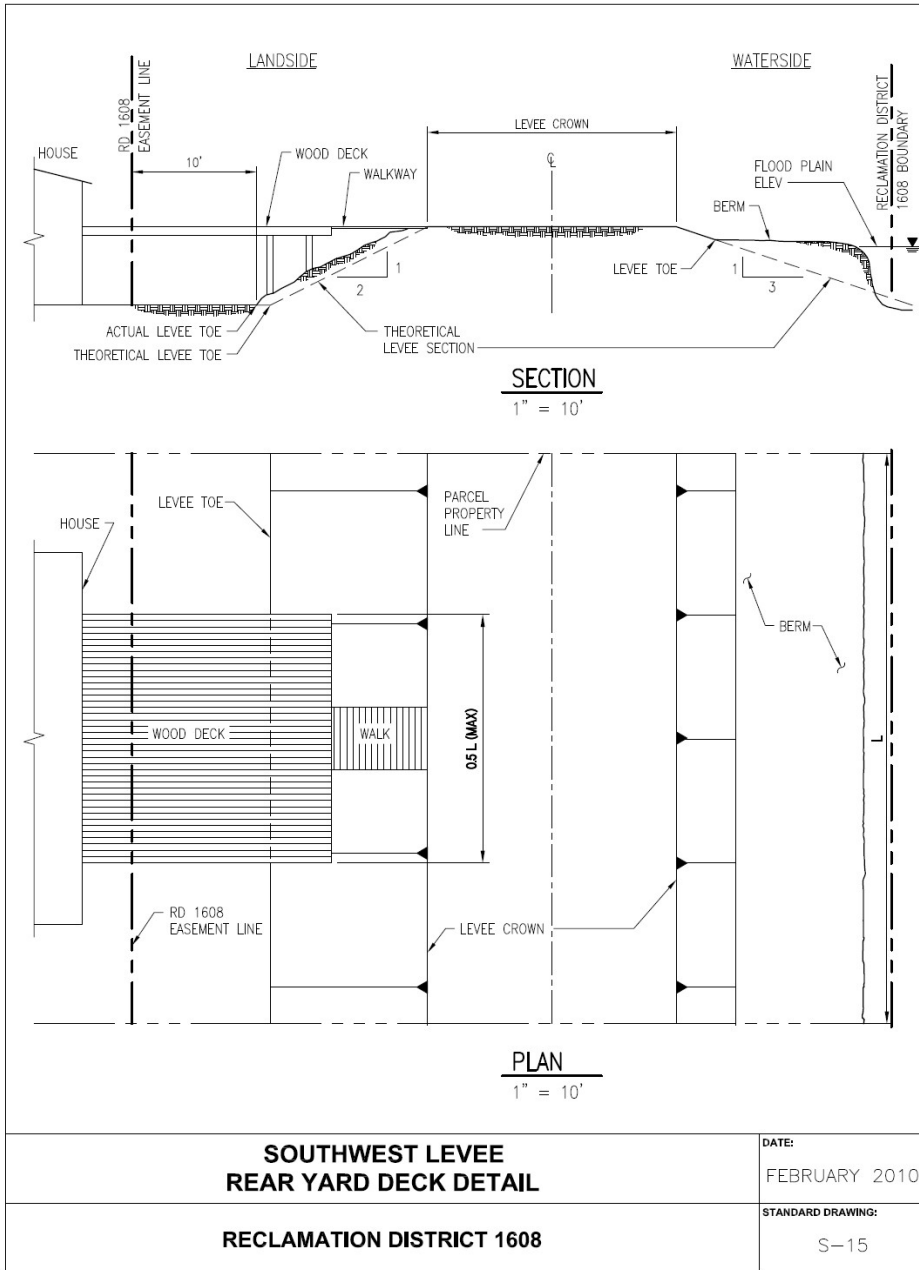


Appendix S-14

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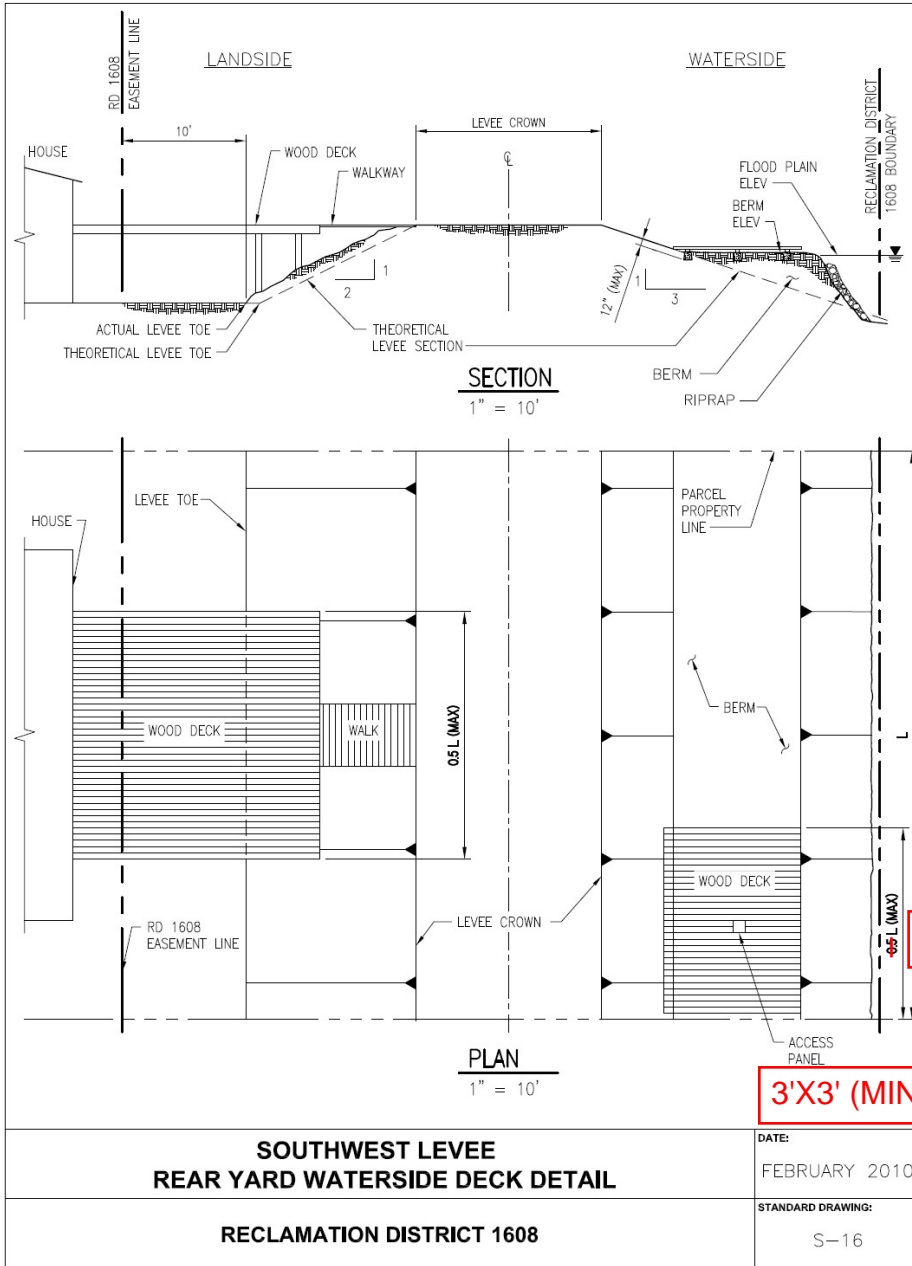


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Appendix S-15

1905114-41905114-41821371-4

SUPERSEDED



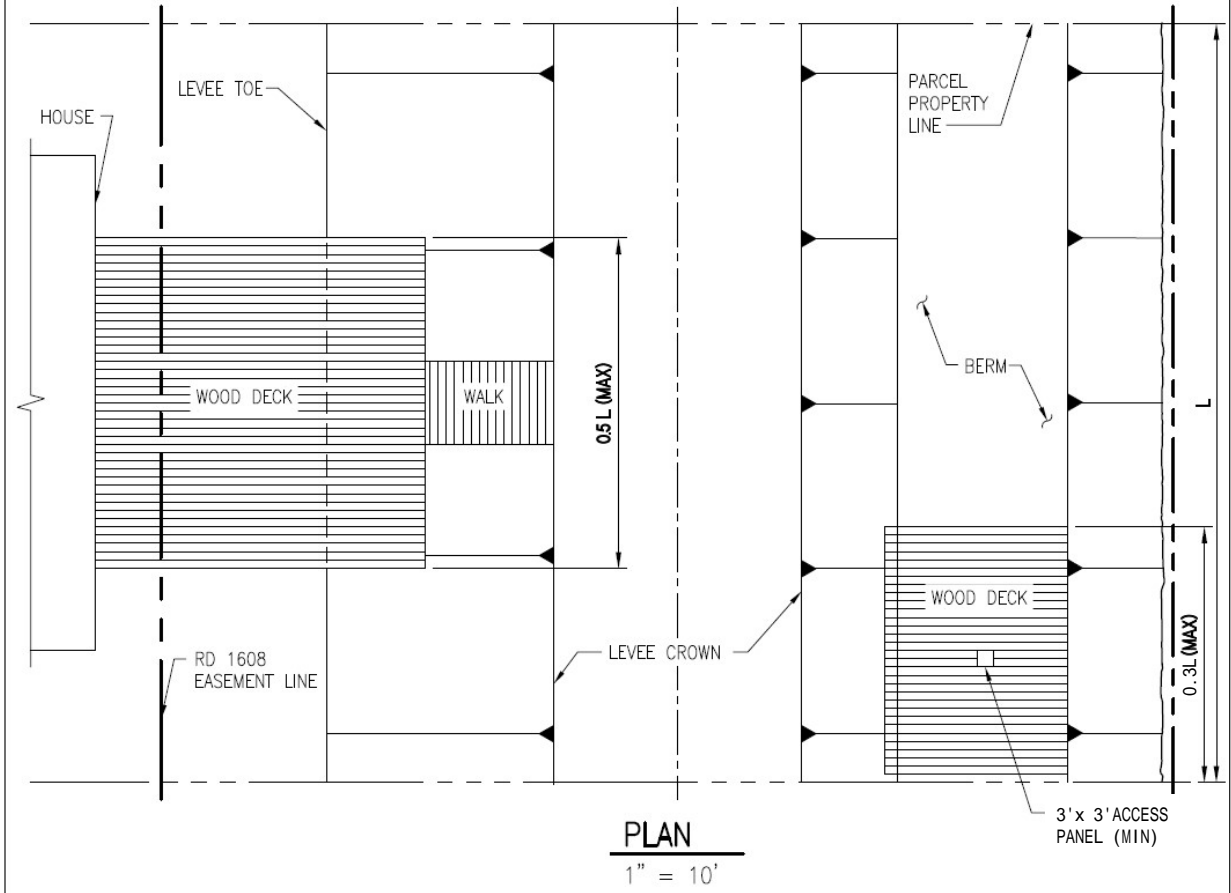
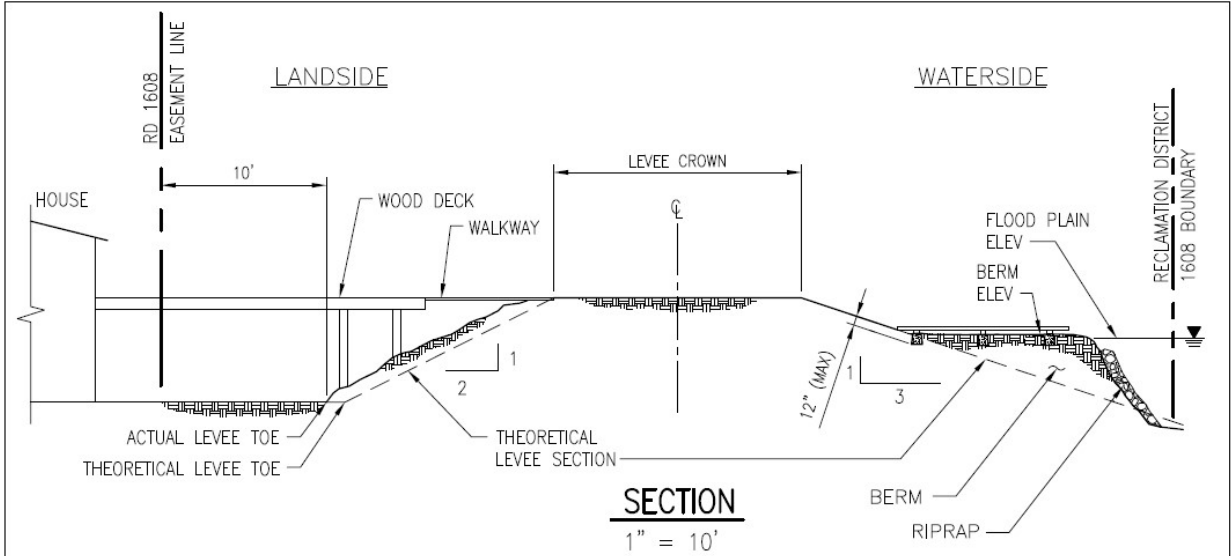
0.3L

3'X3' (MIN)

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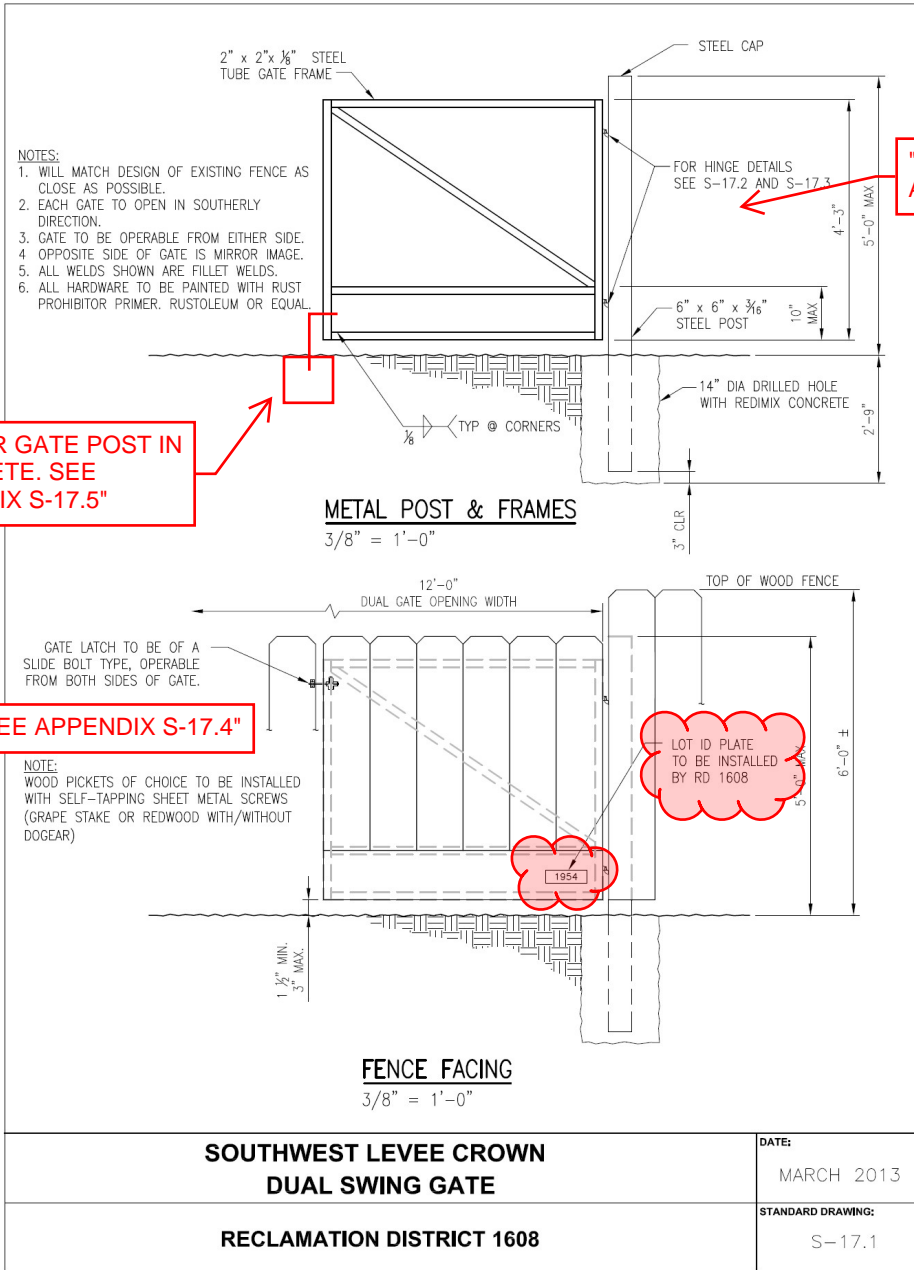
1905114-41905114-41821371-4

Appendix S-16



SOUTHWEST LEVEE REAR YARD WATERSIDE DECK DETAIL	DATE: FEBRUARY 2010
	STANDARD DRAWING: S-16

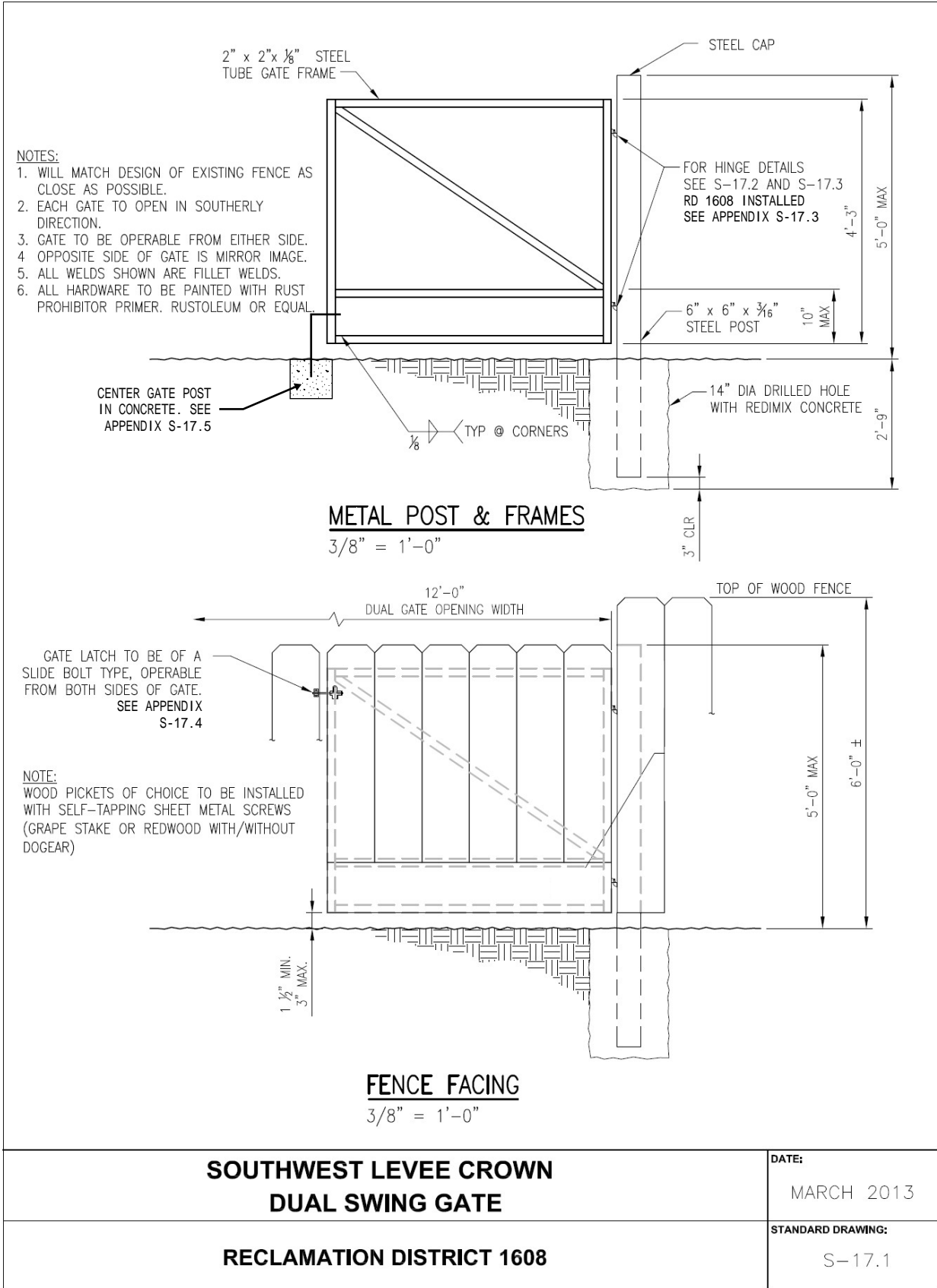
SUPERSEDED



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Appendix S-17.1

1905114-41905114-41821371-4



SUPERSEDED

Commented [CN23]: This gate detail has changed KSN Inc. will need to redraft this detail

NOTES:

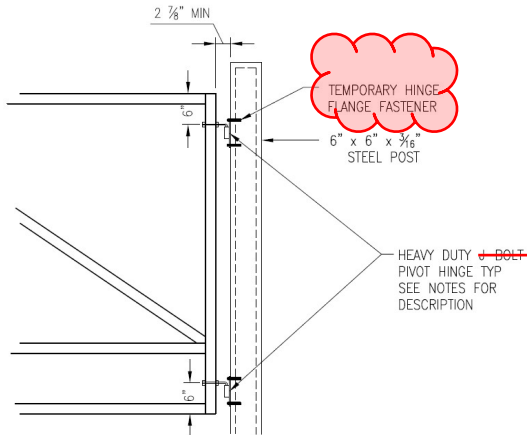
- ① HEAVY DUTY 5/8" J-BOLT HINGE FROM HARDWARE SOURCE (SKU 783000 OR EQUAL)

HARDWARE SOURCE
5710 KEARNY VILLA RD SUITE A
SAN DIEGO, CA 92123
877-944-6437

HINGE CAPACITY
500# PER PAIR

- ② PROVIDE TEMPORARY FASTENER FOR HINGE FLANGE PLACEMENT BY DRILLING PILOT HOLES IN POST AND INSTALLING SELF TAPPING SCREWS.

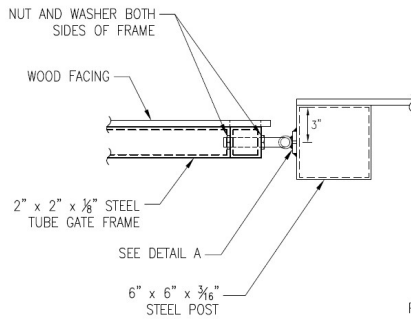
- ③ WELD ALONG VERTICAL EDGES OF HINGE FLANGE AFTER FINAL POSITIONING.



J BOLT HINGE ELEVATION

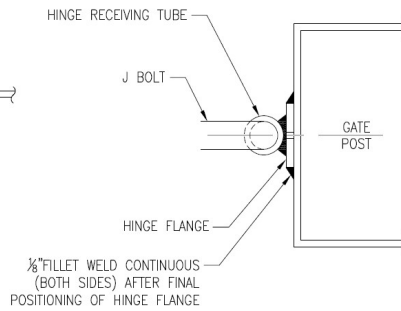
1" = 2'-0"

"RD 1608 INSTALLED. SEE APPENDIX S-17.3"



J BOLT HINGE PLAN VIEW

1" = 1'-0" (TOP & BOT. TYP)



DETAIL A

NTS

**SOUTHWEST LEVEE CROWN
DUAL SWING GATE**

DATE:
MARCH 2013

RECLAMATION DISTRICT 1608

STANDARD DRAWING:
S-17.2

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Appendix S-17.2

1905114-41905114-41821371-4

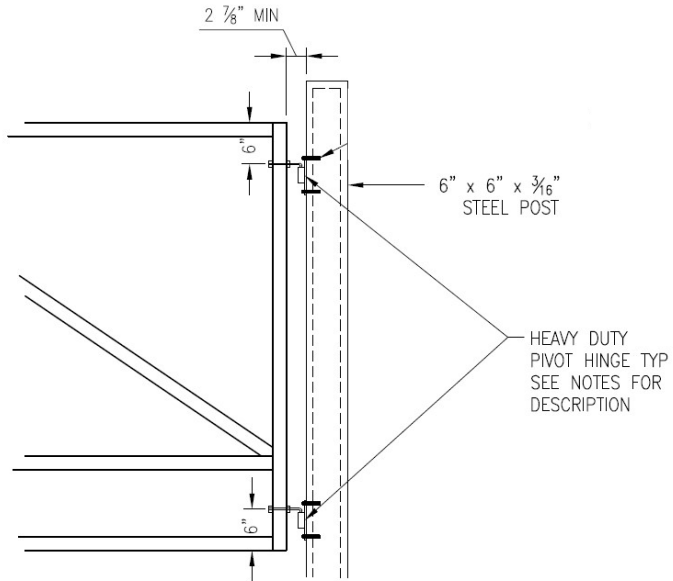
NOTES:

- ① HEAVY DUTY $\frac{5}{8}$ " J-BOLT HINGE FROM HARDWARE SOURCE (SKU 783000 OR EQUAL)

HARDWARE SOURCE
 5710 KEARNY VILLA RD SUITE A
 SAN DIEGO, CA 92123
 877-944-6437

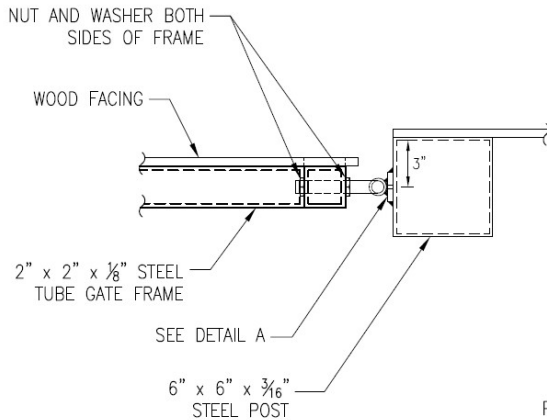
HINGE CAPACITY
 500# PER PAIR

- ② PROVIDE TEMPORARY FASTENER FOR HINGE FLANGE PLACEMENT BY DRILLING PILOT HOLES IN POST AND INSTALLING SELF TAPPING SCREWS.
- ③ WELD ALONG VERTICAL EDGES OF HINGE FLANGE AFTER FINAL POSITIONING.
- ④ SEE APPENDIX S-17.3.



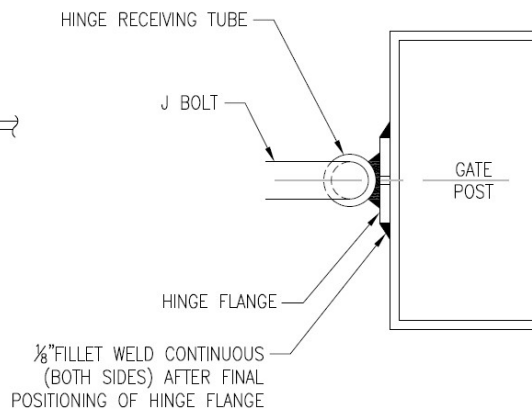
RD 1608 INSTALLED HINGE ELEVATION

1" = 2'-0"



J BOLT HINGE PLAN VIEW

1" = 1'-0" (TOP & BOT. TYP)

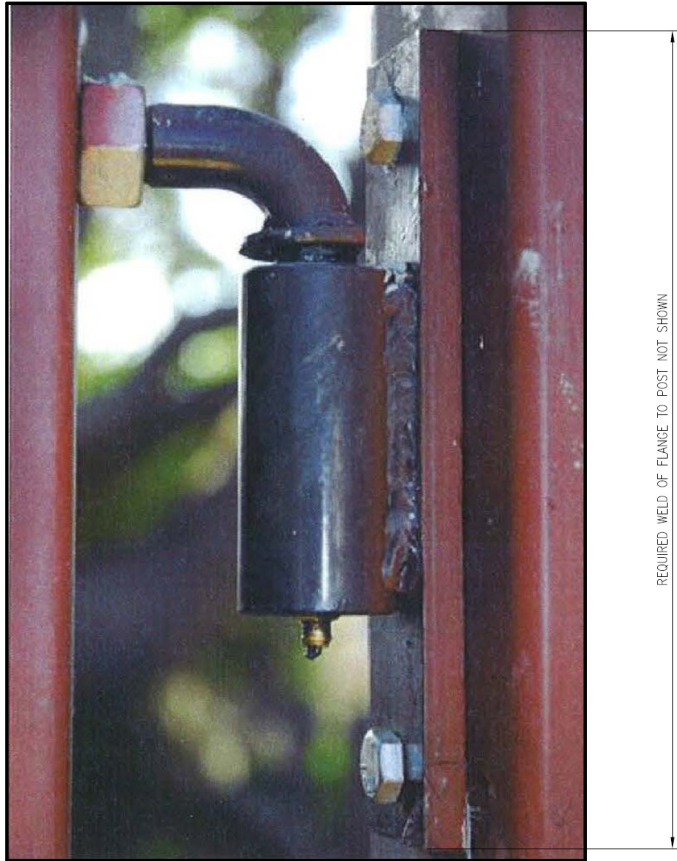


DETAIL A

NTS

SOUTHWEST LEVEE CROWN DUAL SWING GATE	DATE: MARCH 2013
RECLAMATION DISTRICT 1608	STANDARD DRAWING: S-17.2

SUPERSEDED



TYPICAL PHOTO

**SOUTHWEST LEVEE CROWN
DUAL SWING GATE**

RECLAMATION DISTRICT 1608

DATE:

MARCH 2013

STANDARD DRAWING:

S-17.3

Commented [CN24]: This gate detail has changed we need to update this photograph

**REPLACE WITH TWO
NEW HINGE PHOTOS**

**ADD APPENDIX
S-17.4 FOR GATE
LATCH PHOTOS**

**ADD APPENDIX
S-17.5 FOR
CENTER GATE
POST PHOTOS**

Appendix S-17.3



TYPICAL PHOTO

<p>SOUTHWEST LEVEE CROWN TYPICAL GATE HINGE</p>	<p>DATE: APRIL 2026</p>
<p>RECLAMATION DISTRICT 1608</p>	<p>STANDARD DRAWING: S-17.3A</p>



TYPICAL PHOTO

<p>SOUTHWEST LEVEE CROWN OLD GATE HINGE (NO LONGER USED)</p>	<p>DATE: APRIL 2026</p>
<p>RECLAMATION DISTRICT 1608</p>	<p>STANDARD DRAWING: S-17.3B</p>



TYPICAL PHOTO

SOUTHWEST LEVEE CROWN TYPICAL GATE LATCH DETAIL	DATE: APRIL 2026
RECLAMATION DISTRICT 1608	STANDARD DRAWING: S-17.4A



TYPICAL PHOTO

SOUTHWEST LEVEE CROWN TYPICAL GATE LATCH DETAIL	DATE: APRIL 2026
RECLAMATION DISTRICT 1608	STANDARD DRAWING: S-17.4B



TYPICAL PHOTO

<p>SOUTHWEST LEVEE CROWN TYPICAL GATE LATCH DETAIL</p>	<p>DATE: APRIL 2026</p>
<p>RECLAMATION DISTRICT 1608</p>	<p>STANDARD DRAWING: S-17.4C</p>



TYPICAL PHOTO

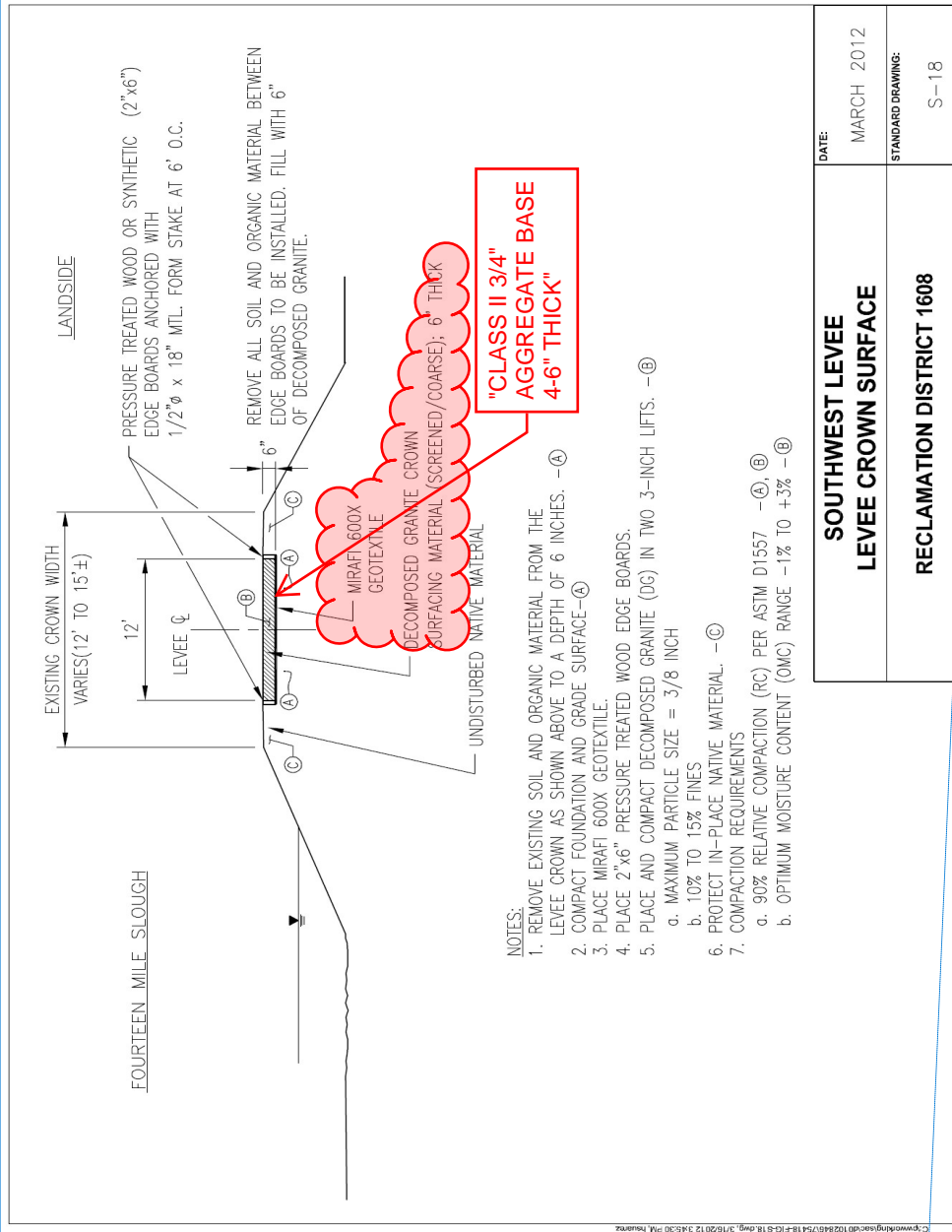
<p>SOUTHWEST LEVEE CROWN TYPICAL CENTER GATE POST DETAIL</p>	<p>DATE: APRIL 2026</p>
<p>RECLAMATION DISTRICT 1608</p>	<p>STANDARD DRAWING: S-17.5A</p>



TYPICAL PHOTO

<p>SOUTHWEST LEVEE CROWN TYPICAL CENTER GATE POST DETAIL</p>	<p>DATE: APRIL 2026</p>
<p>RECLAMATION DISTRICT 1608</p>	<p>STANDARD DRAWING: S-17.5B</p>

SUPERSEDED



NOTES:

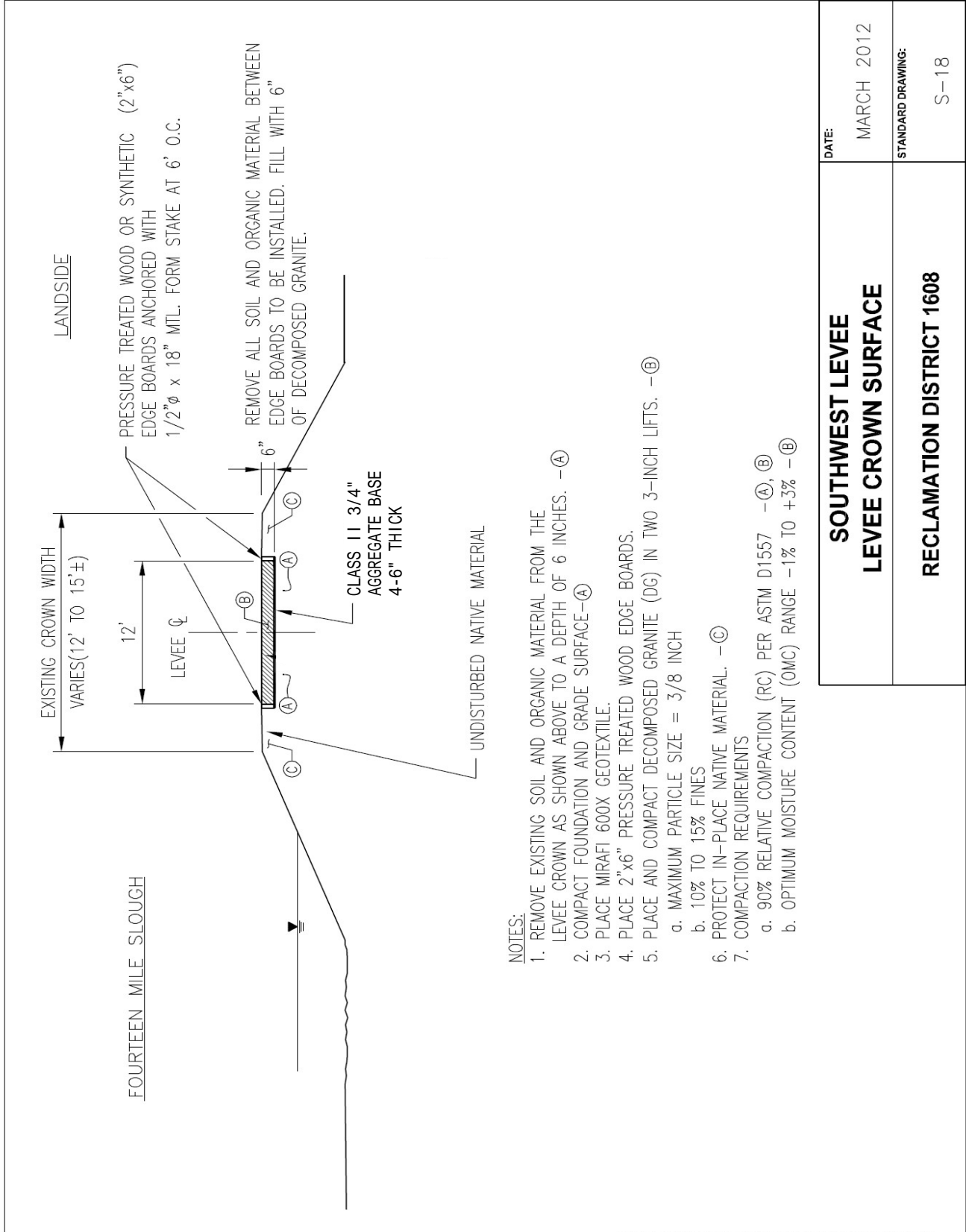
1. REMOVE EXISTING SOIL AND ORGANIC MATERIAL FROM THE LEVEE CROWN AS SHOWN ABOVE TO A DEPTH OF 6 INCHES. - (A)
2. COMPACT FOUNDATION AND GRADE SURFACE - (A)
3. PLACE MIRAFI 600X GEOTEXTILE.
4. PLACE 2"x6" PRESSURE TREATED WOOD EDGE BOARDS.
5. PLACE AND COMPACT DECOMPOSED GRANITE (DG) IN TWO 3-INCH LIFTS. - (B)
 - a. MAXIMUM PARTICLE SIZE = 3/8 INCH
 - b. 10% TO 15% FINES
6. PROTECT IN-PLACE NATIVE MATERIAL. - (C)
7. COMPACTION REQUIREMENTS
 - a. 90% RELATIVE COMPACTION (RC) PER ASTM D1557 - (A), (B)
 - b. OPTIMUM MOISTURE CONTENT (OMC) RANGE -1% TO +3% - (B)

Commented [CN25]: Add in alternative all weather road material Class II ¾" AB

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Appendix S-18



NOTES:

1. REMOVE EXISTING SOIL AND ORGANIC MATERIAL FROM THE LEVEE CROWN AS SHOWN ABOVE TO A DEPTH OF 6 INCHES. - (A)
2. COMPACT FOUNDATION AND GRADE SURFACE - (A)
3. PLACE MIRAFI 600X GEOTEXTILE.
4. PLACE 2"x6" PRESSURE TREATED WOOD EDGE BOARDS.
5. PLACE AND COMPACT DECOMPOSED GRANITE (DG) IN TWO 3-INCH LIFTS. - (B)
 - a. MAXIMUM PARTICLE SIZE = 3/8 INCH
 - b. 10% TO 15% FINES
6. PROTECT IN-PLACE NATIVE MATERIAL. - (C)
7. COMPACTION REQUIREMENTS
 - a. 90% RELATIVE COMPACTION (RC) PER ASTM D1557 - (A), (B)
 - b. OPTIMUM MOISTURE CONTENT (OMC) RANGE -1% TO +3% - (B)

SOUTHWEST LEVEE LEVEE CROWN SURFACE	DATE: MARCH 2012
RECLAMATION DISTRICT 1608	STANDARD DRAWING: S-18

C:\pwworking\saech010284675418-F1G-S-18.dwg, 3/16/2012 3:45:30 PM, hnsuzkz

ITEM 8

Dr. Michael R. Panzer, Chairman
Dan MacDonnell, Trustee
Dot Lofstrom, Trustee

**RECLAMATION DISTRICT NO. 1608
LINCOLN VILLAGE WEST
BOARD OF TRUSTEES MEETING
WEDNESDAY, MAY 6, 2026
8:00 A.M.
ENGINEER'S REPORT**

Andrew J. Pinasco, Attorney
Elvia C. Trujillo, Secretary
Christopher H. Neudeck, Engineer
Joe Bryson, Superintendent

I. PLAN REVIEW

- A. Review Final Draft of Rules and Regulations (**UNDER SEPARATE COVER PINASCO HANDOUT**)
- B. Review status of Annual Levee Inspection of the District's Levee system for 2026.

EXHIBIT A: Violation Remedy tracking 2026.

EXHIBIT A

Lincoln Village West Violation/Remedy Tracking 2026

Address	Homeowner		Violation Notice Sent	Homeowner Response Date (required within 7 days) Phone	Homeowner Response Date (required within 7 days) Written	Home Owners Second Notice	Remedy Completion Date	Requiring Additional Work
Southwest Quadrant Violations								
3604 Fourteen Mile Drive	Foulks, Tom & Wendy	VEGETATION VIOLATION	3/4/2026					
<i>2/13/2026 - AJL conducted annual property inspection and discovered dense landside vegetation that requires clearing to meet District vegetation standards.</i>								
3620 Fourteen Mile Drive	Nakamura, Darin & Man Wai	VEGETATION VIOLATION	3/4/2026					
<i>2/13/2026 - AJL conducted annual property inspection and discovered dense landside vegetation that requires clearing to meet District vegetation standards.</i>								
3722 Fourteen Mile Drive	Legkov, Maria	AS-BUILT VIOLATION						
<i>2/13/2025 - AJL conducted annual property inspection and discovered several modifications and additions to the property currently under construction. After having been asked for a Plan of Modifications for the District to review, none was brought forth presently and was promised at a later date. Multiple requests and claims by property owner to provide a Plan for District Review never materialized, the modifications to the property were completed. The property owner was contacted last year around October and the Owner said he would not be back in town until January, following the holidays. An As-Built or a Plan for Modifications has yet to be forthcoming for the District to review.</i>								
3852 Fourteen Mile Drive	Fodor, Laszlo & Connie	VEGETATION VIOLATION	3/4/2026					
<i>2/13/2026 - AJL conducted annual property inspection and discovered dense landside vegetation that requires clearing to meet District vegetation standards.</i>								
3872 Fourteen Mile Drive	Hemington, Herbert & Judy	VEGETATION VIOLATION	3/4/2026					

Lincoln Village West Violation/Remedy Tracking 2026

Address	Homeowner		Violation Notice Sent	Homeowner Response Date (required within 7 days) Phone	Homeowner Response Date (required within 7 days) Written	Home Owners Second Notice	Remedy Completion Date	Requiring Additional Work
<i>2/13/2026 - AJL conducted annual property inspection and discovered dense landside vegetation that requires clearing to meet District vegetation standards.</i>								
Northwest Quadrant Violations								

Lincoln Village West Violation/Remedy Tracking 2026

Address	Homeowner		Violation Notice Sent	Homeowner Response Date (required within 7 days) Phone	Homeowner Response Date (required within 7 days) Written	Home Owners Second Notice	Remedy Completion Date	Requiring Additional Work
3831 Ft Donelson Drive	Taylan, Emmanuel & Rosita	VEGETATION VIOLATION	3/4/2026					
<i>2/16/2026 - AJL conducted annual property inspection and discovered dense landside vegetation that requires clearing to meet District vegetation standards.</i>								
4173 Ft Donelson Drive	Jackson, Stephen & Kathy	VEGETATION VIOLATION	3/4/2026					
<i>2/16/2026 - AJL conducted annual property inspection and discovered dense landside vegetation that requires clearing to meet District vegetation standards.</i>								

ITEM 12

SHORT TERM GOALS 2026

1. Revise District Website.
2. Approve Emergency Operations Plan Update.
3. Review and analysis of Levee Standards.

LONG TERM GOALS

1. Raising Elevation of Southwest Levee.
2. Sediment Removal Project.

ONGOING CONCERNS

1. Central Valley Flood Protection Plan.
2. Repair/Maintenance of Gates on Crown of Southwest Levee.
3. Annual Levee Inspection.
4. Monitor San Joaquin Feasibility Project.
5. Vegetation encroachments.
6. Work on slumping areas.
7. Participate in stakeholder groups.
8. All-Weather Road Resurfacing.

ITEM 13

RD 1608: MASTER CALENDAR

JANUARY

FEBRUARY

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

MARCH

- Yearly Employee Evaluations
- Spring Newsletter
- Review Insurance Proposal (Renews April)

APRIL

- April 1: Form 700s due
- Notify School District of Vegetation Control

MAY

- Draft Budget
- Planning of Levee Tour
- Annual CEQA Exemption
- Subventions Resolution

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*).
- Letter to Property owners on levee regarding levee standards and permit requirements
- Review Local Agency Biennial Notice – Due early October (even years)

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 2022 (every three years thereafter)
- Deadline to Notify Insurance of Non-Participation in JPRIMA for Subsequent Year

NOVEMBER

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

DECEMBER

- 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	2025	First Friday of Dec 2029
Dottie Lofstrom	2023	First Friday of Dec 2027
Michael Panzer	2023	First Friday of Dec 2027

Assessment Expires 6/30/2025

Emergency Operation Plan Review – June 2025

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 15

Reclamation District 1608
Bills for Approval - May 6, 2026, Board Meeting

NAME	Date	INVOICE #	AMOUNT	TOTAL \$	WARRANT #	CHECK #	RATIFICATION
Michael Panzer	5/6/2026	Trustee Stipend	\$300.00				
				\$300.00	7007		
Dan MacDonnell	5/6/2026	Trustee Stipend	\$300.00				
				\$300.00	7008		
Dottie Lofstrom	5/6/2026	Trustee Stipend	\$300.00				
				\$300.00	7009		
Elvia Trujillo (April Services)	5/6/2026	Secretary Fee	\$1,983.65				
				\$1,983.65	7010		
Neumiller & Beardslee	4/8/2026	357763	\$7,117.00				
				\$7,117.00	7011		
Kjeldsen Sinnock & Neudeck	4/17/2026	43112	\$1,725.75				
	4/17/2026	43113	\$2,203.00				
	4/17/2026	43114	\$62.50				
	4/17/2026	43115	\$403.75				
	4/17/2026	43116	\$542.50				
	4/17/2026	43117	\$2,051.25				
				\$6,988.75	7012		
Dino & Son Ditching Service, Inc.	3/29/2026	26-20	\$16,556.61				
				\$16,556.61	7013		
San Joaquin County Registrar of Voters (Admin Fee to Appoint Nominated Individuals in lieu of Election)	4/21/2026	RDNOV2025-12	\$50.00				
				\$50.00	7014		
Reclamation District 1608 Transfer to Checking Account	5/6/2026		\$40,000.00				
				\$40,000.00	7015		
PG&E		2999432760-8	\$4.51				
				\$4.51	7016		

