2026 DANIEL DUMAS DOSSIER

STEWARDSHIP OF THE PUBLIC TRUST NEIGHBOR RELATIONS LANDLORD/TENANT INTERACTIONS

Prepared for the California State Lands Commission Meeting

- Lease PRC 2856.1

October 21,2026


2026 Vulcan Island
DDD Incident Map
22
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#1 Before purchasing the upland property, Dumas informed the Dements, the adjacent property owner, that they would have to pay half of the $25,000 yearly State Lands Lease if they wanted to use “his” State Lands road to access the Dement's property on Speckman Point. Not only did a recent survey verify that the road actually passes 100% onto the Dement property, the RV park Use Permit (U-54-82) specifically states that access to the RV park cannot be through the adjacent Dement property. There is also a public easement throughout the State Lease area allowing the Dements use of any access road on State Lands.





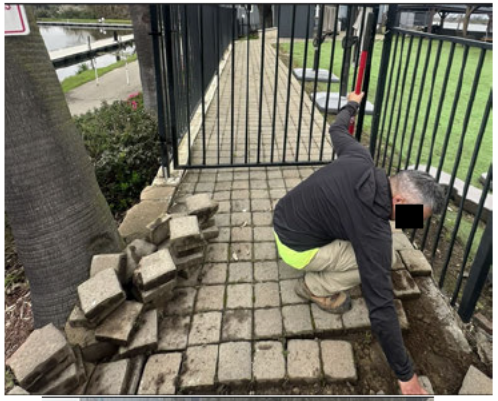
Good morning rod,

It has come to my attention that you or your surveyor was digging up behind the bar and grill and on my state lands road.

Since you and I are going to go the legal path here and let the lawyers and courts figure your land dispute out, we need to follow the laws going forward.

You and your surveyor company can't unilaterally dig or explore on my state lands property or my property behind the bar and grill EVEN if you feel it's your land. Your survey company should know that they and you need to send me a letter requesting access to do their exploration.

#2 On February 28 2026, before even finalizing the purchase of the upland property, Dumas sent a text to Rod Dement threatening a lawsuit because the Dement's survey crew disturbed "my state lands" while looking for a buried monument between Dement property and State Lands. Several pavers set without mortar were temporarily lifted to find the monument while the bar was closed for the Winter. The pavers were put back in place after the survey without damage. Despite his claim Dumas has yet to be issued the State Lands Lease.





#3 After taking ownership of the upland property Dumas directed his employees to trespass onto the Dement property to collect rents from tenants and to remove items abandoned by the previous lessee. In the process they damaged trees and rutted the lawn with their tractors. Dumas never provided ownership documents for these items, and the Dements, as landlords to the previous lessee, were holding these abandoned items as they are legally required to do, with rent accruing.





CONTROLLED DOCUMENT
DUPLICATION OR REISSUANCE CONTROLLED BY LAW
RELEASED TO: TERRY DEMENT BY: CS 04/28/2026

ncident Report 26-4799 ORIG
San Joaquin County Sheriff

7000 MICHAEL CANLIS BLVD
(209) 468-4400
(209) 468-4496

Reported Date 03/22/2026
579H
JACOBSON, JAKE

dministrative Information

Joaquin County Sheriff	26-4799	ORIG	03/22/2026	12:19	
810147	REPORT TAKEN	MISCONDUCT - DIST PEACE - TRESPASSING			
0 W WINDMILL COVE RD					STOCKTON
06	045 3 08	03/22/2026	12:19	03/22/2026	13:19
778 [redacted]	[redacted]		177760		Successful
essful	None 106820	04/06/2026	19:21:17		

PC602(0)(1) TRESPAS:REFUSE LEAVE

JCN 88 18 32054PCM
602(0)(1) NNN
1 90J C
88 18 32054
602(0)(1) N N N

on Summary

I SMITH, [redacted]
I DEMENT, [redacted] 10220210

ary Narrative

rt is in regards to the reporting party, later identified as (V) DEMENT, advising that she observed via veillance cameras, a Windmill Cove employee, later identified as (S) SMITH, trespassing on her propert /2026 at approximately 1147 hours. (V) DEMENT advised that (S) SMITH was "most likely" checking th eter on the residence that are rented by (V) DEMENT's tenants. However, (V) DEMENT advised that like (S) SMITH admonished for trespassing.

de contact with (S) SMITH at Windmill Cove to which she was formally admonished of trespassing on ('s property. (S) SMITH advised that she was only checking the electric meters on the residences on Cove like she usually does once a month for the Windmill Cove business; however, she advised that sh longer go onto (V) DEMENT's property.

t is for documentation purposes only.

After repeated warnings given over several days, a trespass order was issued by the San Joaquin Sheriff to Dumas employees.

#4 On March 5 2026 Dumas moved a large trash bin and trash compactor, left by the previous Lessee on the Dement's property, to a different location on Dement's property, without permission. Rancid waste water flowed for several months onto Dement's property from the leaking compactor. The Health Department issued several citations to Dumas. Dumas removed the compactor only after making an agreement at a court hearing. The 480 volt 3-phase electrical wires for the compactor were left exposed on Dement property, and no permit for it's disconnection was acquired by Dumas or OSHA required power lockout. These wires remain a serious hazard.

7600 W. Windmill Cove Road, Stockton
April 29, 2026
PHOTO # 4

Record ID: C(



Sastina Thammavongsa, Registered Environmental Health Specialist

Page 4

SAN JOAQUIN COUNTY
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Environmental Health Department

OFFICIAL INSPECTION REPORT

FACILITY NAME/TYPE: WINDMILL COVE RESORT & MARINA		DATE: APRIL 28, 2026
ADDRESS: 7600 W. WINDMILL COVE ROAD	CITY: STOCKTON	ZIP CODE: 95206
OWNER/OPERATOR: WINDMILL COVE RESORT & MARINA, INC.		TELEPHONE #: (510) 912-4276
TYPE OF INSPECTION: ■ COMPLAINT ☐ CONSULTATION ☐ OTHER	PROGRAM ELEMENT: 4260	RECORD ID#: CO2600166

NATURE OF COMPLAINT/CONSULTATION:
RECEIVED ANOTHER COMPLAINT REGARDING THE TRASH COMPACTOR CONTENTS FROM THE RESTAURANT LEAKING ONTO THE GROUND AND INTO THE DELTA WATERS. FOOD WASTE LIQUID AND GREASE DISCHARGING ONTO THE GROUND.

OBSERVATIONS/COMMENTS:
SPOKE WITH COMPLAINANT REGARDING COMPLAINT AND GATHERED INFORMATION. ORIGINAL COMPLAINT VIOLATIONS HAD NOT BEEN CORRECTED, SEE ORIGINAL SEWAGE NOTICE TO ABATE DATED MARCH 10, 2026. THE EHD HAD NOT RECEIVED NOTIFICATION THAT THE TRASH COMPACTOR WITH VIOLATIONS NOTED ON THE SEWAGE NOTICE TO ABATE HAD BEEN CORRECTED.
CONDUCTED A SITE INSPECTION AND SAW THAT THE TRASH COMPACTOR IS STILL DISCHARGING ONTO THE GROUND. SEE PHOTO LOG. AN ODOR WAS DETECTED COMING FROM THE DISCHARGE DURING INSPECTION. PREVIOUS AREAS OF LEAKING COULD STILL BE SEEN ON THE GROUND ON THE DIRT ROAD AND ON THE NEIGHBORS PROPERTY.

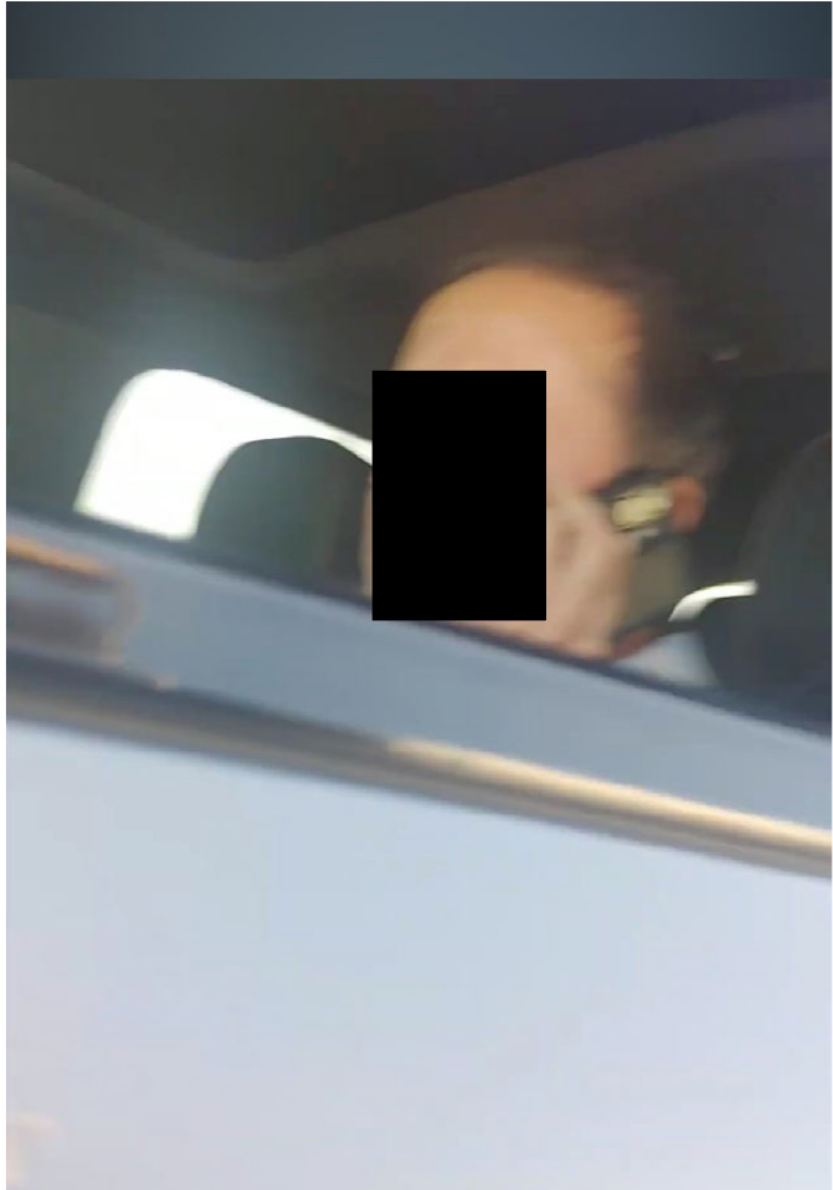
CORRECTIVE ACTIONS: IMMEDIATELY STOP THE DISCHARGE, CLEAN THE AFFECTED AREAS, AND PREVENT FUTURE DISCHARGE.

CORRECT BY: IMMEDIATELY – NOTIFY THE INSPECTOR ONCE VIOLATION(S) HAVE BEEN CORRECTED.

INSPECTED BY: SASTINA THAMMAVONGSA, STHAMMAVONGSA@SJGOV.ORG (209) 616-3068

RECEIVED BY:	DATE: APRIL 28, 2026

#5 On March 11 2026 Dumas approached Kelly Kikkert and a professional survey crew on Dement property who were marking the property line between Dement property and State Lands. Dumas incorrectly stated that they were trespassing on his property and that he held the lease for the State Lands. Dumas proceeded to call the San Joaquin Sheriff's Department to falsely report that he was being threatened on his own property. The filing of a false police report is a crime. Kikkert later had to clarify the situation with the Sheriff 's Department. The entire 10+ minute interaction was recorded by Kikkert. Later that day, Dumas' wife also accosted the survey crew on Dement property. Because of this intimidation by Dumas and his wife, the survey crew left, costing the Dements a days work with the surveyor.

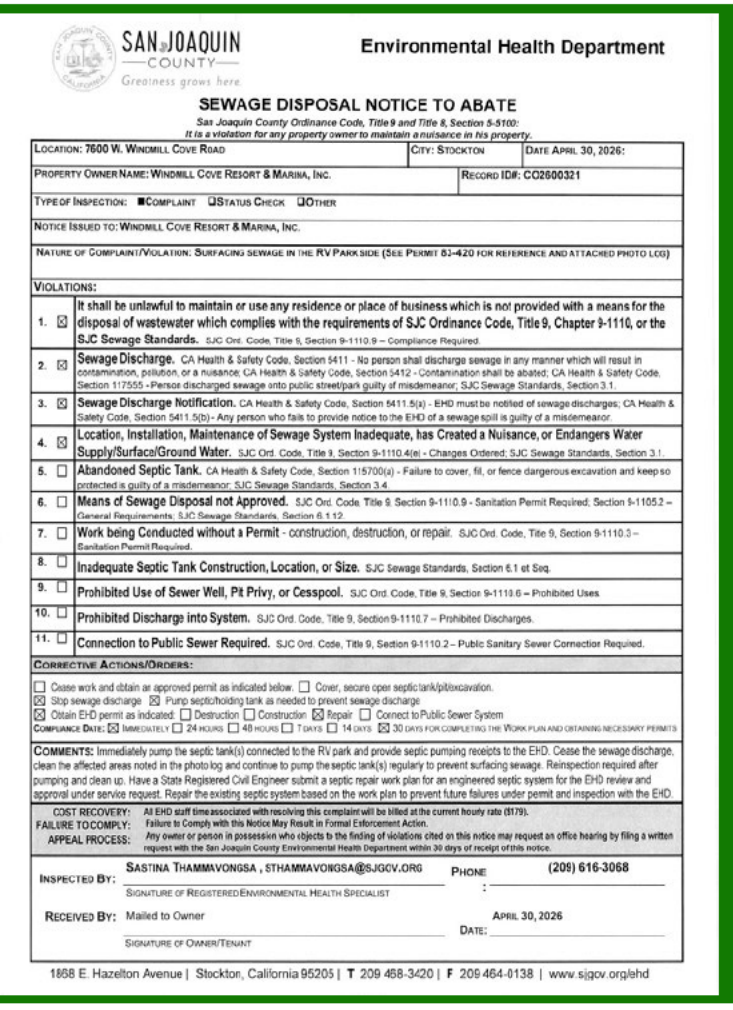




#6 After Dumas agreed at an April 2026 court hearing to remove the large trash compactor from Dement property, Dumas placed two smaller dumpsters near the same location on Dement property, without permission. The dumpsters remain there to this day, despite the request by SLC Vicki Caldwell to remove them. Dumas has also not removed a storage container on the Dement property left by the previous lessee, as requested, and continues to park vehicles and golf carts on the Dement property. Dumas has placed a lock on a gate built partially on the Dement property, by the dumpsters and storage container, denying the Dements access to this portion of their property.



#7 throughout 2026 Dumas has allowed untreated septic water to flow onto the Dement property and into the San Joaquin river from the RV park's failed leach field on State Lands, despite several citations from the San Joaquin County Department of Environmental Health. This has created a serious and disgusting public health hazard and nuisance.



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Environmental Health Department

SEWAGE DISPOSAL NOTICE TO ABATE

San Joaquin County Ordinance Code, Title 9 and Title 8, Section 5-5100:
It is a violation for any property owner to maintain a nuisance in his property.

LOCATION: 7600 W. WINDMILL COVE ROAD	CITY: STOCKTON	DATE: APRIL 30, 2026:
PROPERTY OWNER NAME: WINDMILL COVE RESORT & MARINA, INC.	RECORD ID#: CO2600321	
TYPE OF INSPECTION: ■COMPLAINT ☐STATUS CHECK ☐OTHER		
NOTICE ISSUED TO: WINDMILL COVE RESORT & MARINA, INC.		
NATURE OF COMPLAINT/VIOLATION: SURFACING SEWAGE IN THE RV PARK SIDE (SEE PERMIT 83-420 FOR REFERENCE AND ATTACHED PHOTO LOG)		

VIOLATIONS:

1.	☒	**It shall be unlawful to maintain or use any residence or place of business which is not provided with a means for the disposal of wastewater which complies with the requirements of SJC Ordinance Code, Title 9, Chapter 9-1110, or the SJC Sewage Standards.** SJC Ord. Code, Title 9, Section 9-1110.9 – Compliance Required.
2.	☒	**Sewage Discharge.** CA Health & Safety Code, Section 5411 - No person shall discharge sewage in any manner which will result in contamination, pollution, or a nuisance; CA Health & Safety Code, Section 5412 - Contamination shall be abated; CA Health & Safety Code, Section 117555 - Person discharged sewage onto public street/park guilty of misdemeanor; SJC Sewage Standards, Section 3.1.
3.	☒	**Sewage Discharge Notification.** CA Health & Safety Code, Section 5411.5(a) - EHD must be notified of sewage discharges; CA Health & Safety Code, Section 5411.5(b) - Any person who fails to provide notice to the EHD of a sewage spill is guilty of a misdemeanor.
4.	☒	**Location, Installation, Maintenance of Sewage System Inadequate, has Created a Nuisance, or Endangers Water Supply/Surface/Ground Water.** SJC Ord. Code, Title 9, Section 9-1110.4(e) - Changes Ordered; SJC Sewage Standards, Section 3.1.
5.	☐	**Abandoned Septic Tank.** CA Health & Safety Code, Section 115700(a) - Failure to cover, fill, or fence dangerous excavation and keep so protected is guilty of a misdemeanor; SJC Sewage Standards, Section 3.4.
6.	☐	**Means of Sewage Disposal not Approved.** SJC Ord. Code, Title 9, Section 9-1110.9 - Sanitation Permit Required; Section 9-1105.2 – General Requirements; SJC Sewage Standards, Section 6.1.12.
7.	☐	**Work being Conducted without a Permit** - construction, destruction, or repair. SJC Ord. Code, Title 9, Section 9-1110.3 – Sanitation Permit Required.
8.	☐	**Inadequate Septic Tank Construction, Location, or Size.** SJC Sewage Standards, Section 6.1 et Seq.
9.	☐	**Prohibited Use of Sewer Well, Pit Privy, or Cesspool.** SJC Ord. Code, Title 9, Section 9-1110.6 – Prohibited Uses.
10.	☐	**Prohibited Discharge into System.** SJC Ord. Code, Title 9, Section 9-1110.7 – Prohibited Discharges.
11.	☐	**Connection to Public Sewer Required.** SJC Ord. Code, Title 9, Section 9-1110.2 – Public Sanitary Sewer Connection Required.

CORRECTIVE ACTIONS/ORDERS:

☐ Cease work and obtain an approved permit as indicated below. ☐ Cover, secure open septic tank/pit/excavation.
☒ Stop sewage discharge ☒ Pump septic/holding tank as needed to prevent sewage discharge
☒ Obtain EHD permit as indicated: ☐ Destruction ☐ Construction ☒ Repair ☐ Connect to Public Sewer System
COMPLIANCE DATE: ☒ IMMEDIATELY ☐ 24 HOURS ☐ 48 HOURS ☐ 7 DAYS ☐ 14 DAYS ☒ 30 DAYS FOR COMPLETING THE WORK PLAN AND OBTAINING NECESSARY PERMITS

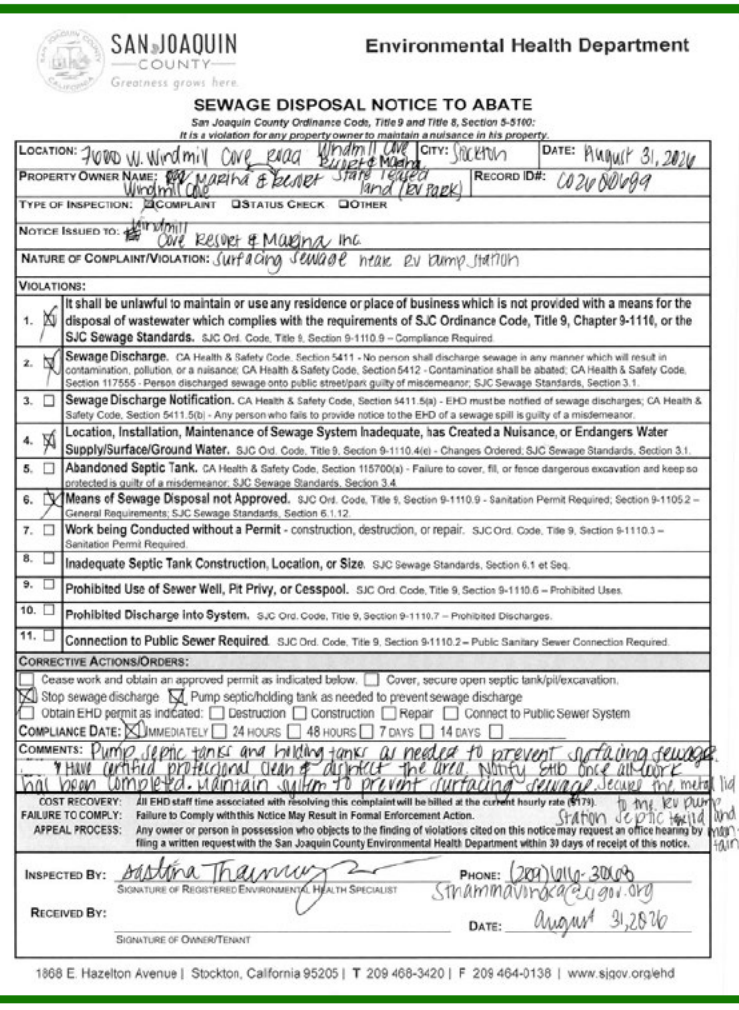
COMMENTS: Immediately pump the septic tank(s) connected to the RV park and provide septic pumping receipts to the EHD. Cease the sewage discharge, clean the affected areas noted in the photo log and continue to pump the septic tank(s) regularly to prevent surfacing sewage. Reinspection required after pumping and clean up. Have a State Registered Civil Engineer submit a septic repair work plan for an engineered septic system for the EHD review and approval under service request. Repair the existing septic system based on the work plan to prevent future failures under permit and inspection with the EHD

COST RECOVERY: All EHD staff time associated with resolving this complaint will be billed at the current hourly rate ($179).
FAILURE TO COMPLY: Failure to Comply with this Notice May Result in Formal Enforcement Action.
APPEAL PROCESS: Any owner or person in possession who objects to the finding of violations cited on this notice may request an office hearing by filing a written request with the San Joaquin County Environmental Health Department within 30 days of receipt of this notice.

INSPECTED BY: SASTINA THAMMAVONGSA , STHAMMAVONGSA@SJGOV.ORG PHONE (209) 616-3068
SIGNATURE OF REGISTERED ENVIRONMENTAL HEALTH SPECIALIST

RECEIVED BY: Mailed to Owner DATE: APRIL 30, 2026
SIGNATURE OF OWNER/TENANT

1868 E. Hazelton Avenue | Stockton, California 95205 | T 209 468-3420 | F 209 464-0138 | www.sjgov.org/ehd



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Environmental Health Department

SEWAGE DISPOSAL NOTICE TO ABATE

San Joaquin County Ordinance Code, Title 9 and Title 8, Section 5-5100:
It is a violation for any property owner to maintain a nuisance in his property.

LOCATION: 7600 W. Windmill Cove Road Windmill Cove Resort & Marina State leased land (RV park)	CITY: Stockton	DATE: August 31, 2026
PROPERTY OWNER NAME: Windmill Cove Marina & Resort	RECORD ID#: CO2600699	
TYPE OF INSPECTION: ☒COMPLAINT ☐STATUS CHECK ☐OTHER		
NOTICE ISSUED TO: Windmill Cove Resort & Marina Inc.		
NATURE OF COMPLAINT/VIOLATION: Surfacing sewage near RV dump station		

VIOLATIONS:

1.	☒	**It shall be unlawful to maintain or use any residence or place of business which is not provided with a means for the disposal of wastewater which complies with the requirements of SJC Ordinance Code, Title 9, Chapter 9-1110, or the SJC Sewage Standards.** SJC Ord. Code, Title 9, Section 9-1110.9 – Compliance Required.
2.	☒	**Sewage Discharge.** CA Health & Safety Code, Section 5411 - No person shall discharge sewage in any manner which will result in contamination, pollution, or a nuisance; CA Health & Safety Code, Section 5412 - Contamination shall be abated; CA Health & Safety Code, Section 117555 - Person discharged sewage onto public street/park guilty of misdemeanor; SJC Sewage Standards, Section 3.1.
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4.	☒	**Location, Installation, Maintenance of Sewage System Inadequate, has Created a Nuisance, or Endangers Water Supply/Surface/Ground Water.** SJC Ord. Code, Title 9, Section 9-1110.4(e) - Changes Ordered; SJC Sewage Standards, Section 3.1.
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10.	☐	**Prohibited Discharge into System.** SJC Ord. Code, Title 9, Section 9-1110.7 – Prohibited Discharges.
11.	☐	**Connection to Public Sewer Required.** SJC Ord. Code, Title 9, Section 9-1110.2 – Public Sanitary Sewer Connection Required.

CORRECTIVE ACTIONS/ORDERS:

☐ Cease work and obtain an approved permit as indicated below. ☐ Cover, secure open septic tank/pit/excavation.
☒ Stop sewage discharge ☒ Pump septic/holding tank as needed to prevent sewage discharge
☐ Obtain EHD permit as indicated: ☐ Destruction ☐ Construction ☐ Repair ☐ Connect to Public Sewer System
COMPLIANCE DATE: ☒ IMMEDIATELY ☐ 24 HOURS ☐ 48 HOURS ☐ 7 DAYS ☐ 14 DAYS ☐ _____

COMMENTS: Pump septic tanks and holding tanks as needed to prevent surfacing sewage. Have certified professional clean & disinfect the area. Notify EHD once all work has been completed. Maintain system to prevent surfacing sewage. Secure the metal lid to the RV pump station septic tank and maintain.

COST RECOVERY: All EHD staff time associated with resolving this complaint will be billed at the current hourly rate ($179).
FAILURE TO COMPLY: Failure to Comply with this Notice May Result in Formal Enforcement Action.
APPEAL PROCESS: Any owner or person in possession who objects to the finding of violations cited on this notice may request an office hearing by filing a written request with the San Joaquin County Environmental Health Department within 30 days of receipt of this notice.

INSPECTED BY: Sastina Thammavongsa PHONE: (209) 616-3068
SIGNATURE OF REGISTERED ENVIRONMENTAL HEALTH SPECIALIST sthammavongsa@sjgov.org

RECEIVED BY: DATE: August 31, 2026
SIGNATURE OF OWNER/TENANT

1868 E. Hazelton Avenue | Stockton, California 95205 | T 209 468-3420 | F 209 464-0138 | www.sjgov.org/ehd

Dumas was issued several Notices to Abate by the San Joaquin County Environmental Health Department for the leach field, which he apparently ignored. Dumas was required to pump the septic tanks which would have prevented the discharge of untreated septic water onto the Dement property

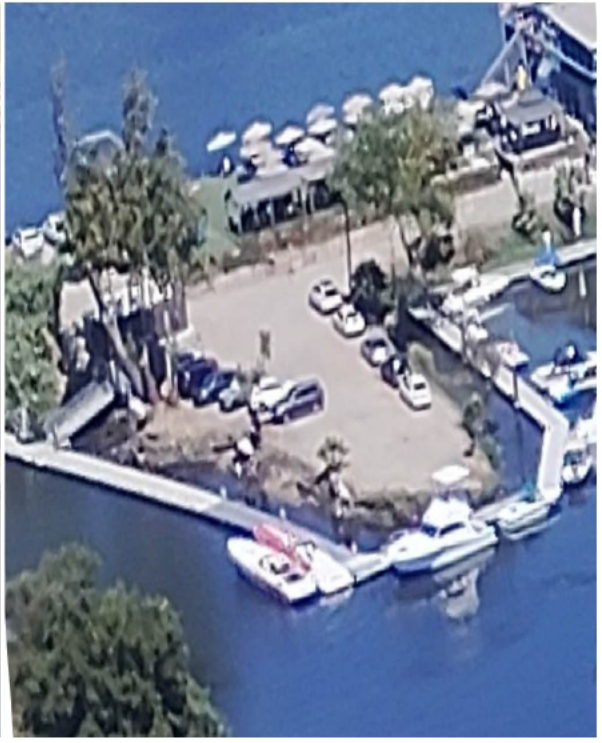
#8 Dumas brought in fill material, possibly recycled concrete, and graded an unapproved parking lot next to the San Joaquin river without the required soil testing, in violation of State and Federal water quality and flood control regulations. The work was completed without the required county grading permits.



May 2026 WMC Volleyball area being converted to parking lot
Pile of dirt or gravel present. Watersports Rental office building with hardwired electrical utilities is still intact



August 2026 volleyball court area graded with unknown fill.
Rental office building demolished w/o permit
. Riparian vegitation removed without environmental review



Dumas removed trees and vegetation from the protected riparian zone next to the river without environmental review, in violation of State and Federal regulations.



#9 To create his unapproved parking lot, Dumas demolished a boat rental office building without the required San Joaquin county permit. A permit for this demolition is required as this building had electrical utilities fed by an overhead power line. An air conditioning unit can be seen protruding from the side of the building, verifying that it had electrical utilities.

#10 In September 2026 Dumas brought in four transfer truck and trailer loads of soil, approximately 72 yards, onto State Lands without SLC approval or the required grading permit from San Joaquin County. Untested Soil was placed next to the waters of the San Joaquin river, in violation of State and Federal water quality and flood control regulations.







#11 In September 2026 Dumas cut down heritage-sized trees on State Land without SLC authorization or county mandated ISA-cerified arborist review.

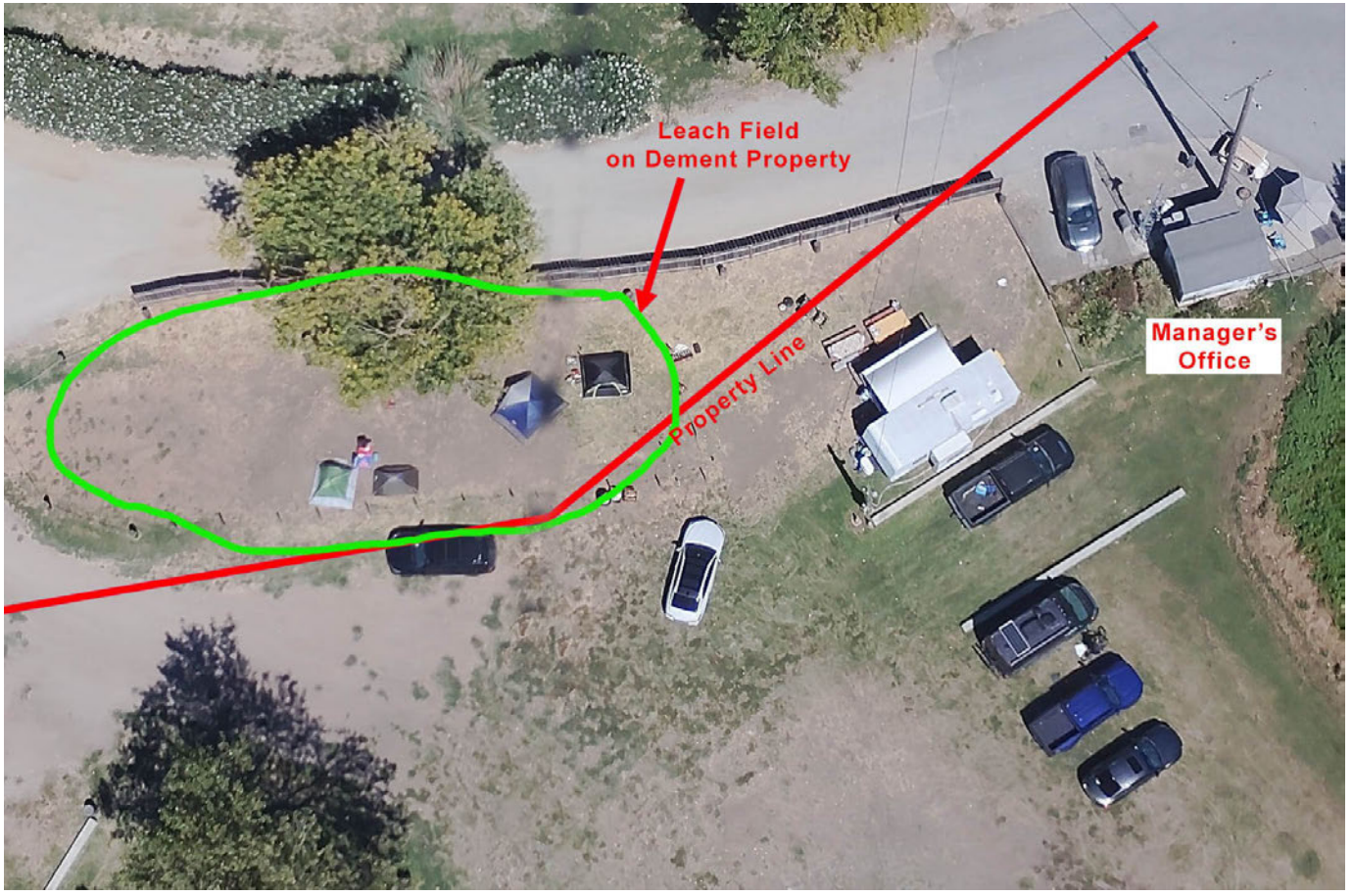






Dumas also filled in a portion of the wetlands estuary near the removed trees with debris and dirt, apparently to expand his bar parking lot on State Lands.







#12 Dumas routinely allowed his customers to tent camp on the Dement property, over an active leach field. These trespasses were in full view of his manager's office.

SITE AMENITIES

What's With Your Site

Every resident site includes these, no surprises.

Full Hookups with Sewer
Water, electric, and sewer connections at your site. Electric is metered, residents pay their own usage.

Restrooms & Showers
Full, clean facilities on site for all residents.

Laundry Facilities
On-site washers and dryers. No laundromat runs.

Events & Live Music
Live music every Saturday in the summer.

RESORT OFFERINGS

Also On-Site

Resort features open to all residents. Some carry a separate fee.

Restaurant & Bar
Open daily. Food, drinks, and waterfront views just minutes from your site.

Private Sandy Beach
A stretch of Delta shoreline for swimming, relaxing, and watching the boats go by. Day use fee applies.

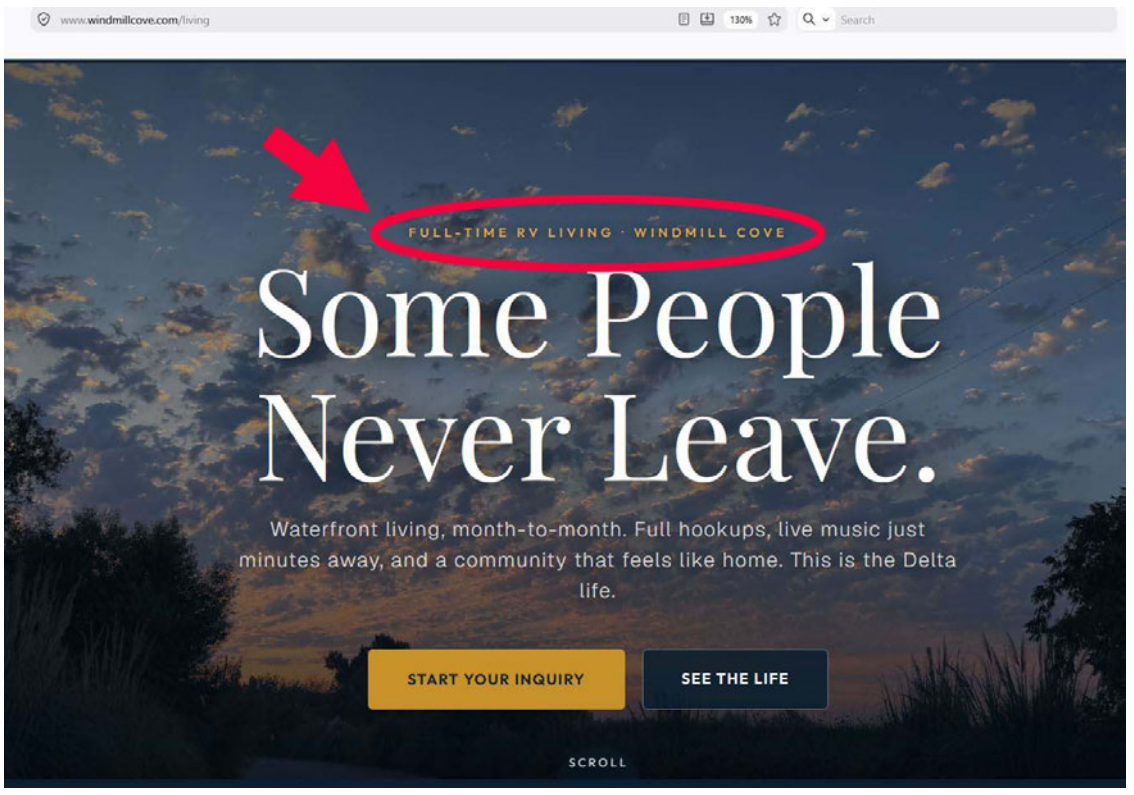
Launch Ramp
$15 per launch, parking included. Easy access to the San Joaquin deep water channel.

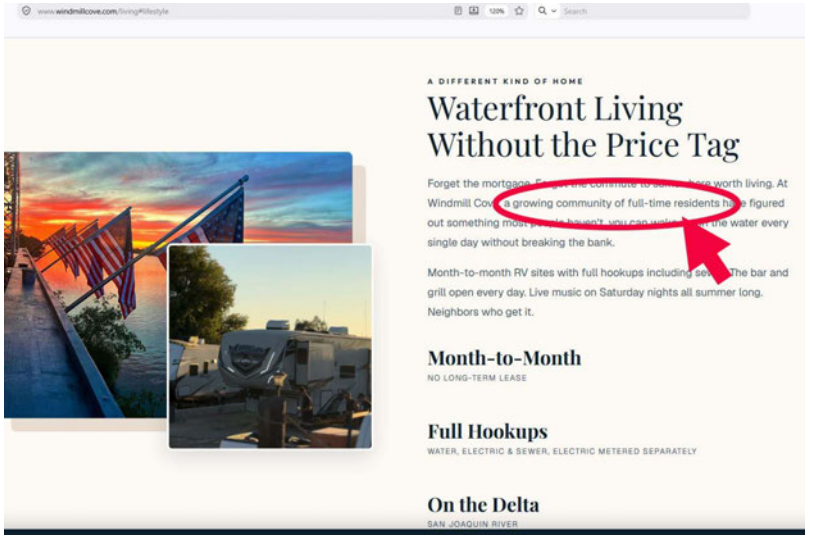
Fuel Dock
Top off before heading out. Right on site, no need to go anywhere else.

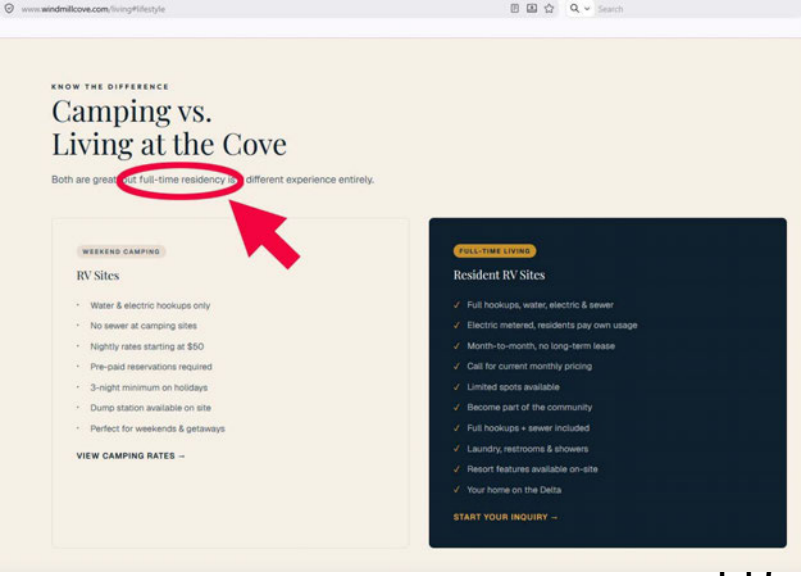
Marina Slips
Covered and uncovered slips available. Call for current availability.



#13 Dumas denied public beach access and use, as is required in the state lands lease. Dumas has declared it a private beach requiring a use fee. Dumas has posted signs at the park and beach entrance discouraging public beach use. Some beachgoers were told that they could only park on State Lands if they were going to the bar, not the beach. Dumas banned the Dements and their friends from using the beach. SLC has been sent several letters from beachgoers who were denied access to, and use of, the public beach.







#14 In May of 2026 Dumas redesigned his website www.windmillcove.com advertising "full-time living" "full-time residency" on State Lands, when he knew it was not allowed. These web pages were removed the day before the August 2026 tenant meeting when it was brought to the attention of the SLC.

#15 While an unlicensed employee of Dumas was working on the RV park electrical system, a fire erupted and destroyed the main power panel. Subsequently, Dumas had major repairs done to the electrical system without the required permits. This unpermitted work was discovered by HCD. Dumas was cited and given a NOTICE OF INTENT TO SUSPEND PERMIT TO OPERATE by HCD.



CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

9342 Tech Center Dr, Suite 550
Sacramento, CA 95826-2581
(800) 952-8356
From TDD Phones (800) 735-2929

August 18, 2026

WINDMILL COVE RESORT AND MARINA,LLC

WINDMILL COVE RESORT AND MARINA, LLC
Park ID # 39-0013-MP
Complaint # MP-C-26-05304
Location: Mail Park Electrical Panel

CERTIFIED MAIL -- RETURN RECEIPT REQUIRED

NOTICE OF INTENT TO SUSPEND PERMIT TO OPERATE

Dear WINDMILL COVE RESORT AND MARINA,LLC

This letter is to inform you that the Department of Housing and Community Development (HCD or Department), stated in sections 18510, 18511, 18870.11, and 18870.12 of the California Health and Safety Code (HSC), will suspend your Permit to Operate (PTO) for WINDMILL COVE RESORT AND MARINA, LLC seven (7) days after the date of this notice unless the previously cited violation(s) are corrected. The violations were brought to your attention in one or more notices from HCD dated 08/6/2026, 08/17/2026 The violation(s) which must be corrected by 08/24/2026 are as follows:

1. A new service drop and main panel are being installed without the required permit being obtained. This constitutes as a nuisance and a substandard condition in violation of T25CCR §1018(a)(c), 1600, 1608(c)(d) (Reference HSC sections 18420(b)(1); T25CCR sections 1102, 1600(a) and 1610).

As stated in the HSC, sections 18421 and 18868, if you dispute the findings by HCD regarding the alleged violation(s) in the Notice of Violation (NOV), the alleged failure to correct the violation(s) in the required time frame, or the fairness of the deadline for corrections prescribed in the NOV, you have a right to request an informal conference as specified in the California Code of Regulations, title 25, sections 1752 and 2752. The Department must receive the written request within ten (10) working days of the date listed on the NOV. Any willful violation of the Mobilehome Parks Act, or the Special Occupancy Parks Act, or any rule or regulation adopted thereto, is a misdemeanor under HSC, sections 18700 and 18874.

If you receive an informal conference request denial or written determination from the Department, you may request a hearing as stated in HSC, section 18513 and 18870.14. If a hearing is desired, submit a letter to HCD requesting a hearing and provide a brief statement in support of your request within ten (10) days of the date of the informal conference decision. The Department will mail a written notice within fifteen (15) days of the receipt of the request with a date, place, and time for the hearing.

NOTICE IS PROVIDED: Pursuant to HSC, sections 18500 and 18870, if your PTO is suspended, it will be unlawful for any person to operate, occupy, rent, lease, sublease, let out, or hire out for occupancy any lot within the mobilehome park or special occupancy park (collectively "parks"). Residents will be informed of a park's PTO suspension by the posting of the notice of suspension in a conspicuous place within the park.

1



#16 Dumas installed a new underground electrical service attached to RV spot B-13 without the required building permits. Dumas also knew that RV spot B-13 is not in a location approved by the SLC for an RV spot. Dumas allowed a permanent resident to live in the newly created spot. While installing this new electrical service a trench was dug across the road but was insufficiently compacted. A tenant subsequently drove his vehicle into the trench, sustaining substantial damage to his vehicle.



#17 On March 11 2026 Dumas was sent an email from Vicki Caldwell of the SLC Regarding the RV's placed outside of State Lands and on the Dement property by the previous lessee. Vicki asked Dumas to "clear up" the area that was previously leased on Dement property. Instead, Dumas demanded rent from these RV tenants on Dement property, and on April 3 2026 filed a lawsuit against the Dement family to allow him to continue to collect these rents and use the Dement property for his bar parking.

On Wed, Mar 11, 2026 at 8:31AM Caldwell, Vicki@SLC <Vicki.Caldwell@slc.ca.gov> wrote:

Thanks, Dan,

I am on vacation next week and will return on the 23rd of March.

In the meantime, please complete the application for a NEW lease PRC 2856, for Windmill Cove with a minimum expense deposit of $5,025.

Also, during the time I am away, please clear up the lease area for the Machado Dement property you are currently charging rent if it is not on State Land you will need to work with the owner as they say the lease with Theis has expired.

Thanks so much and I will schedule a Ask Gemini rch 23rd depending on Staff schedul here.

Vicki

Electronically Filed
Superior Court of California
County of San Joaquin
2026-04-03 11:32:45
Clerk: Liana Arduim

Case Management Conference
2026-09-30 8:30AM in 10C

SCOTT E. JENNY, Esq. – State Bar No. 166111
ANTHONY S. JENNY, Esq. – State Bar No. 333677
JENNY & JENNY, LLP
736 Ferry Street
Martinez, California 94553
Telephone: (925) 228-1265
Facsimile: (925) 228-2841

Attorneys for Plaintiff
WINDMILL COVE RESORT AND MARINA, INC, a California corporation

IN THE SUPERIOR COURT OF THE STATE CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

UNLIMITED JURISDICTION

WINDMILL COVE RESORT AND MARINA, INC., a California corporation,

Plaintiff,

v.

INGA DEMENT; RODNEY DEMENT; TERRI DEMENT; KELLY KIKKERT; All persons unknown claiming any legal or equitable right, title, estate, easement, lien, or interest in the property described in this Complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto; and DOES 1 to 20, inclusive,

Defendants.

Case No.: STK-CV-URP-2026-0002518

VERIFIED COMPLAINT OF PLAINTIFF WINDMILL COVE RESORT AND MARINA, INC. FOR:

1. **Quiet Title.**
2. **Trespass – Negligent.**
3. **Trespass – Intentional.**
4. **Private Nuisance.**
5. **Intentional Interference with Prospective Economic Advantage.**
6. **Conversion.**



1 Bed 1 Bath - Apartment

$58,500 · Sold

2

Description

This is a ADU Unit it's a one bedroom one bath with a loft upstairs. The home comes furnished. It needs to be moved to your property. Buyer pays transportation and set up.

See less

Seller ›

See reviews

Lonnie Parker

5.0 (27)

Follow

#18 in May 2026 Dumas allowed a tiny home in space #11 to remain on State Lands after it was sold, despite being told by SLC that tiny homes are not allowed must be attritioned out of the RV park when they are sold. This tiny home was sold by the state lands lessee, David Theis, to a Friend of Dumas, Patrick Phillips. This tiny home was situated outside of the State Lands Lease area, by the public beach, and Phillips treated the public beach as if it were his privately leased property. This led to an altercation and assault with a beachgoer on the tidal lands of public beach.

San Joaquin Sheriff case #26-13160

Assault

Description : BATTERY - CITIZEN - HANDS & FEET

Case # : 260013160

Offense #: 1

Agency : San Joaquin County Sheriff, CA

Date : 8/1/26, 5:00 PM

Location : 7XXX W WINDMILL COVE RD, STOCKTON, CA, 95206

SAN JOAQUIN COUNTY SHERIFF

PATRICK WITHROW
Sheriff
Public Administrator

C. SHERNI
DEPUTY SHERIFF
Field Forces Division

26-13160

Office: (209) 468-4400
Fax: (209) 468-4167

7000 Michael N. Canlis Blvd
French Camp, CA 95231

#19 In September of 2026 Dumas allowed a permanent resident in space #12 to replace their old RV in their spot with a new one. This was after Dumas was told by SLC that all RV's must be removed, and once one is gone it cannot be replaced. The old trailer was moved to a location behind spot #11, where it remains at this writing.







#20 In August 2026 RV Tenants were told by SLC that all residents must leave the park and cannot be moved to another spot within the park. This was reiterated by Vicki Caldwell in an email:

Dan Dumas has stated to us in writing that there will be **"changes in tenancy at Windmill Cove that will affect tenants."** He has also emphasized that our tenancy is month-to-month and has declined our request to relocate to another site within Windmill Cove.

That is correct. The residential use at Windmill Cove must cease. Moving residents to alternative locations within the lease premises is not an option.

On October 1st 2026 a tenant vacated space #41, leaving behind their deck and awning. Dumas allowed another full-time RV tenant to move into spot #41, next to the deck and awning, against this SLC directive.





#21 In July 2026 Dumas disregarded an agreement made in court to remove a propane tank, placed on the Dement property, within a 90-day period. After the 90 days expired the tank remained. It was only removed by the propane company after a demand was made by the Dement's attorney.



#22 Dumas disregarded his San Joaquin County Use Permit requirement for the number of security guards present for live entertainment within his bar premises, which is partially on State Lands. Dumas never had more than one security guard all year, while up to 8 were required. Dumas also disregarded the ordinance for commercial business sound levels. The maximum of 70dB at the property line was routinely exceeded, many times being over 100 dB. The San Joaquin County Sheriff made an incident report #26-11735 which documented both of these facts. The liquor license for his bar states that “Entertainment provided shall not be audible beyond the area under the control of the licesee(s).”

b) Windmill Cove Mgt. shall provide the below listed levels of security during any Live Entertainment, including but not limited to D.J., Band, Dancing, or Competitions; occurring on Friday and Saturday. During these days, Windmill Cove Mgt. will ensure a minimum of 4 uniformed security personnel who shall be hired for the sole purpose of providing security, one of which will be responsible at the location of each entrance to check identification. Any live entertainment on the patio or grass area shall require 2 additional uniformed security personnel, for a total of 6 security

c) Windmill Cove Mgt. shall provide the below listed levels of security during any Live Entertainment, including but not limited to D.J., Band, Dancing, or Competitions; occurring on Memorial Day Holiday, 4th of July Holiday, and Labor Day Holiday. During these holidays, Windmill Cove Mgt. will ensure a minimum of 6 uniformed security personnel who shall be hired for the sole purpose of providing security, one of which will be responsible at the location of each entrance to check identification. Any live entertainment on the patio or grass area shall require 2 additional uniformed security personnel, for a total of 8 security officers.

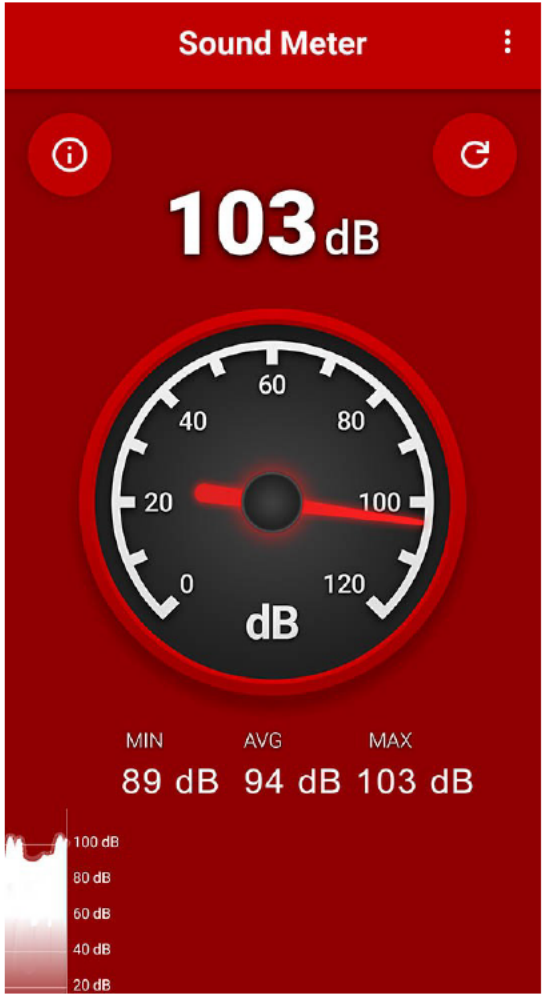
OPERATING RESTRICTIONS:

The licensee shall comply with the provisions of Section 23038 of the Business and Professions Code and acknowledges that incidental, sporadic or infrequent sales of meals or a mere offering of meals without actual sales shall not be deemed sufficient to consider the premises in compliance with the aforementioned code section.

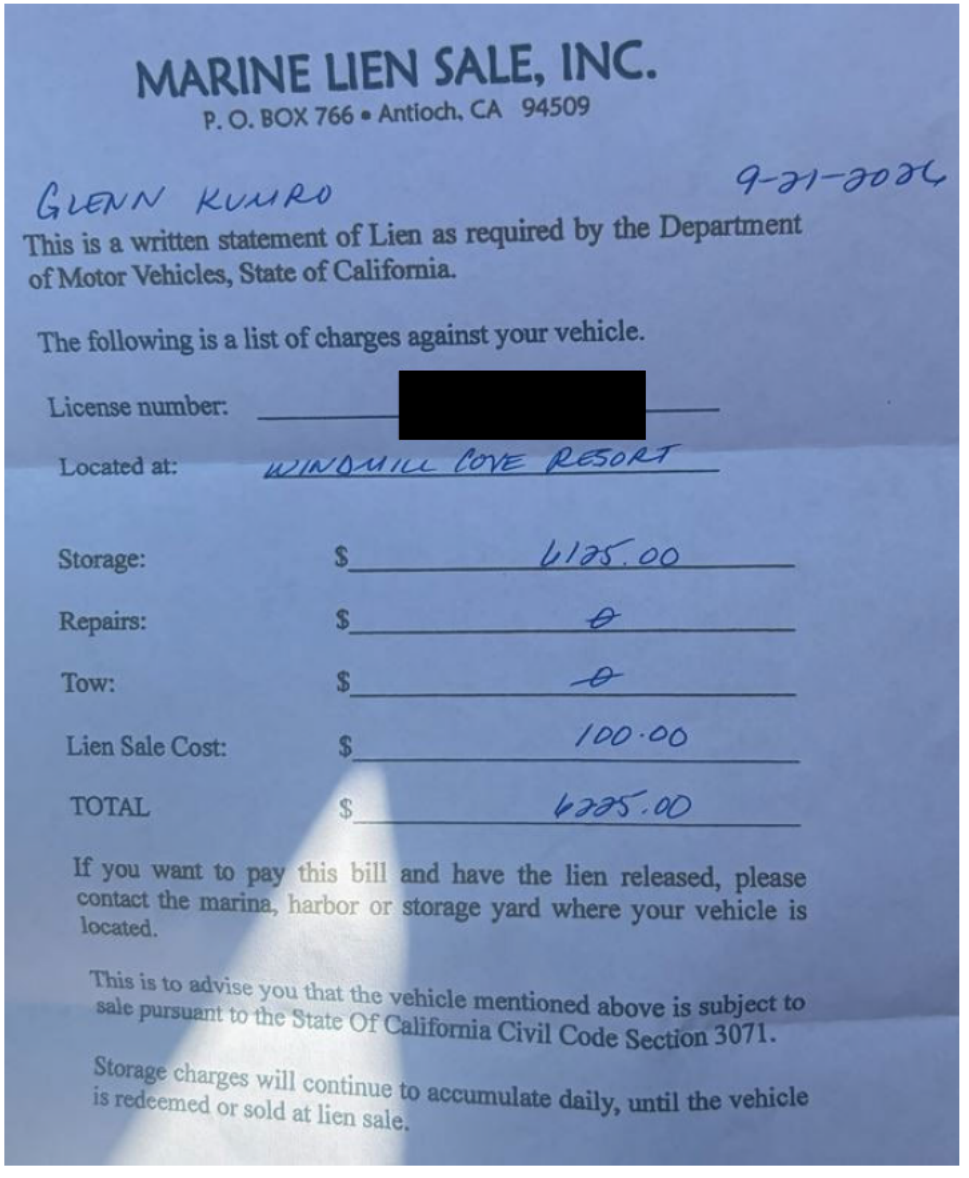
Entertainment provided shall not be audible beyond the area under the control of the licensee(s).

No alcoholic beverages shall be consumed on any property adjacent to the licensed premises under the control of the licensee(s).

At anytime the premises is providing live entertainment, the petitioner(s) shall have licensed uniformed security guards on duty all hours of live entertainment and shall provide security to the immediate surrounding the premises for at least thirty (30) minutes after the live entertainment ends in order to prevent any activity which would interfere with the nearby residents quiet enjoyment of their property. a. One licensed uniformed security officer for patrons from 50 to 100. b. One additional uniformed security officer for every 100 patrons or fraction thereof in excess of the first 100 patrons. Live entertainment as describe above, including but not limited to live music, disc jockey, karaoke, topless entertainment, male or female performers or fashion shows.



#23 Dumas is currently attempting to evict RV's not on state land but actually on Dement property, . Dumas is trying to avoid these tenant's rights to due process by filing legally faulty "liens" on their RV's. Dumas also utilized illegal self-help eviction methods on these tenants by shutting off their power, only to be restored when the San Joaquin county sheriff was called out. Dumas took no action against an RV tenant on Dement property that is still paying rent to Dumas.



MARINE LIEN SALE, INC.
P. O. BOX 766 • Antioch, CA 94509

GLENN KUNRO 9-21-2026

This is a written statement of Lien as required by the Department of Motor Vehicles, State of California.

The following is a list of charges against your vehicle.

License number: [redacted]

Located at: WINDMILL COVE RESORT

Storage:	$	6125.00
Repairs:	$	0
Tow:	$	0
Lien Sale Cost:	$	100.00
TOTAL	$	6225.00

If you want to pay this bill and have the lien released, please contact the marina, harbor or storage yard where your vehicle is located.

This is to advise you that the vehicle mentioned above is subject to sale pursuant to the State Of California Civil Code Section 3071.

Storage charges will continue to accumulate daily, until the vehicle is redeemed or sold at lien sale.

#24 After discovering that he did not have sufficient parking for his bar business, Dumas directed his bar patrons to park on the Dement property near the marina and along the access road to Speckman Point. "No parking" signs placed by the Dements on their property are constantly being vandalized.





#25 Dumas constructed a permanent fence on State Lands without SLC approval. This fence blocks the only legal access road to the RV park, forcing RV park residents to trespass onto the road on Dement property.

According to Use Permit U-82-54 access to the RV park can only be through property controlled by the lessee.



#26 In September 2026 Dumas instructed workers to trespass onto the Dement property to remove branches from the Dement's tree. Terry Dement saw the workers on her property and told them that the tree was on her property and to leave it alone. The workers left, however a week later they returned, trespassed, and cut the branches from the Dement tree.



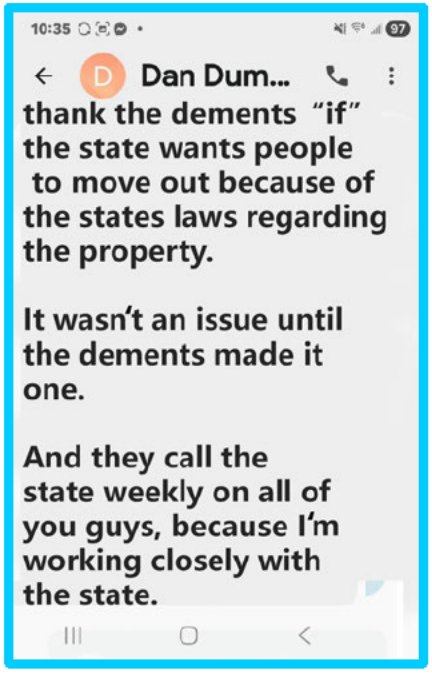




#27 In October 2026 Dumas constructed a barrier at the shore of the wetland estuary using used, creosote-treated timbers, driving some vertically into the ground as posts at the waters edge. This is a clear violation of Section 404 of the Federal Clean Water Act, as well as a violation of State Water Quality laws.

Used creosote treated wood is considered toxic wood waste which could harm or kill aquatic species. No permits were or could be acquired for the use of this material for this construction. It appears that recycled concrete may have also been improperly used to create a parking area in this location.





#28 Documented in a text, Dumas has made false accusations to his tenants, blaming the Dement family for their impending evictions. The Dements have experienced numerous acts of vandalism on their property since Dumas started making these accusations. This includes the destruction of signs and gates. One morning a witch effigy was found hanging from a tree at the entrance to the Dement driveway. Inga [redacted] was quite distraught when she saw it.

Inga is 87years old and has serious health conditions.

This is elder abuse.

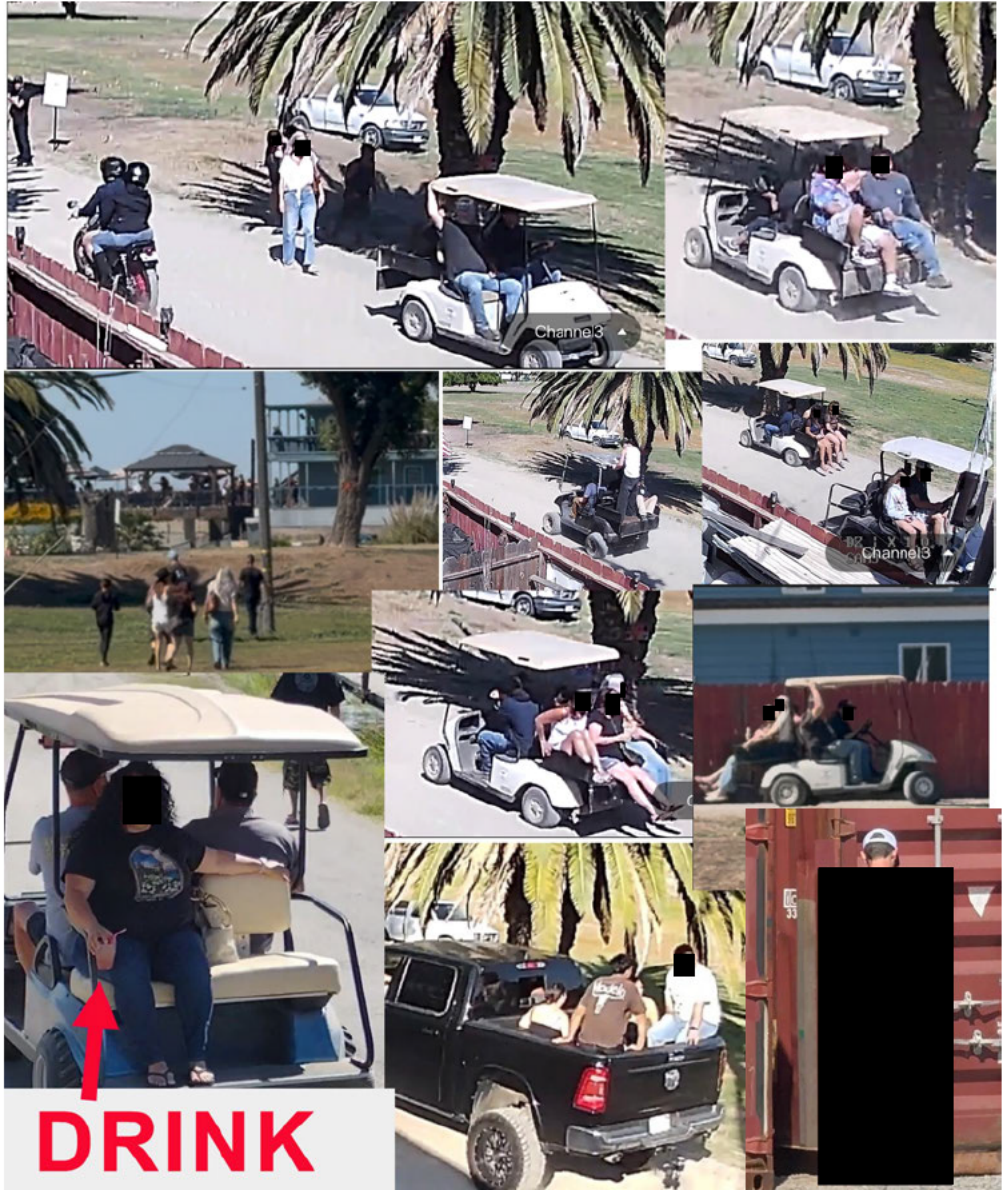


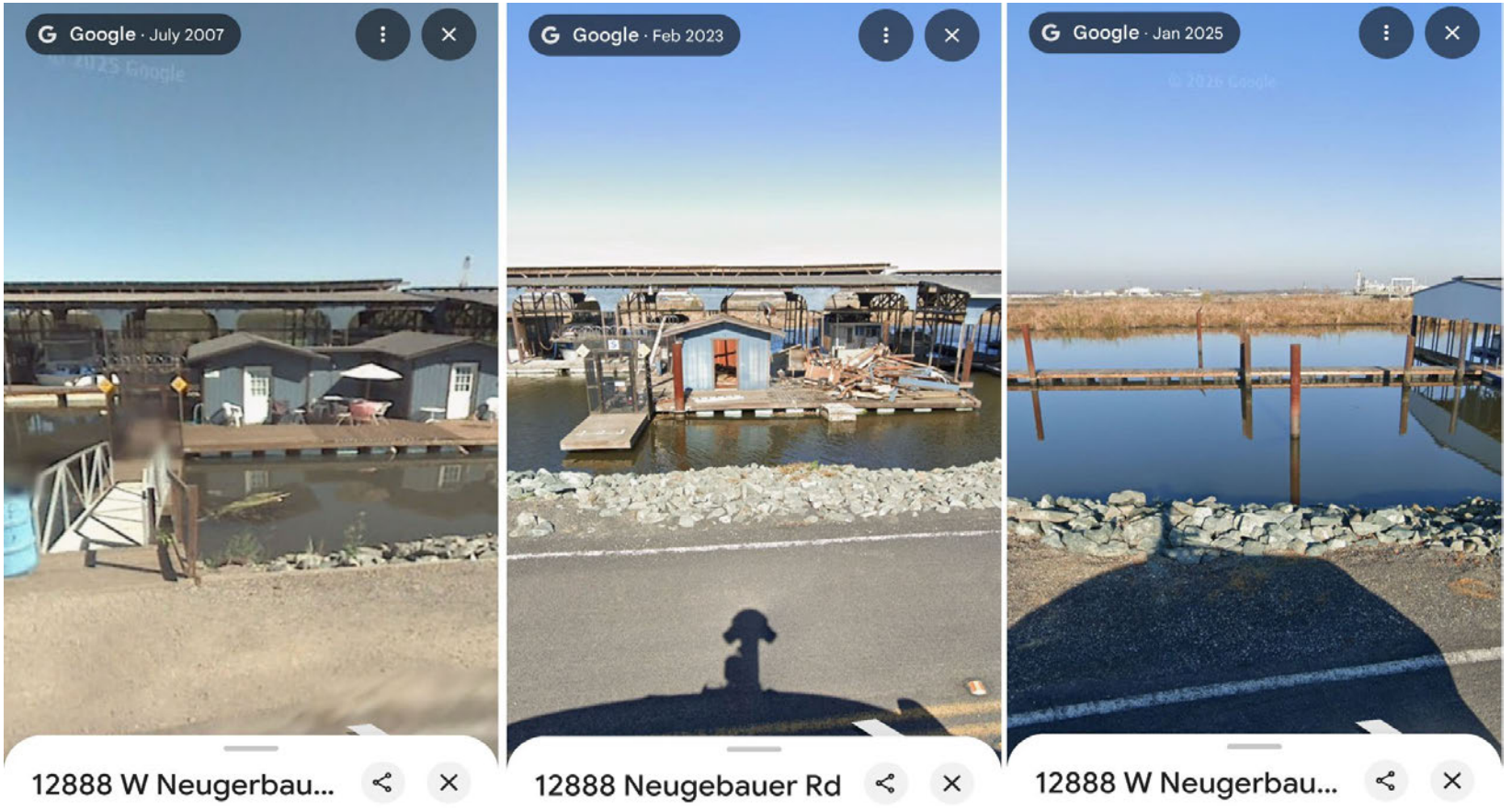






- #29 When Dumas purchased the upland property he needed 335 parking spaces to comply with his Entertainment Permit, yet Dumas had zero approved parking for his bar business. This was due to the fact that a lease for the parking area on Dement property by the previous bar owner had expired and was not renewed. Dumas proceeded to construct remote parking lots on State Lands, which is not an approved use of these public lands. The construction was done without grading permits, environmental review, or adherence to ADA rules. Dumas used overloaded golf carts for a shuttle service to the remote parking areas ¼ mile away from his bar, through an easement on Dement property. Patrons were routinely seen on the golf carts with drinks in their hands on Dement property. When the shuttle wasn't operating, bar patrons trespassed through the Dement property, leaving garbage, and worse.



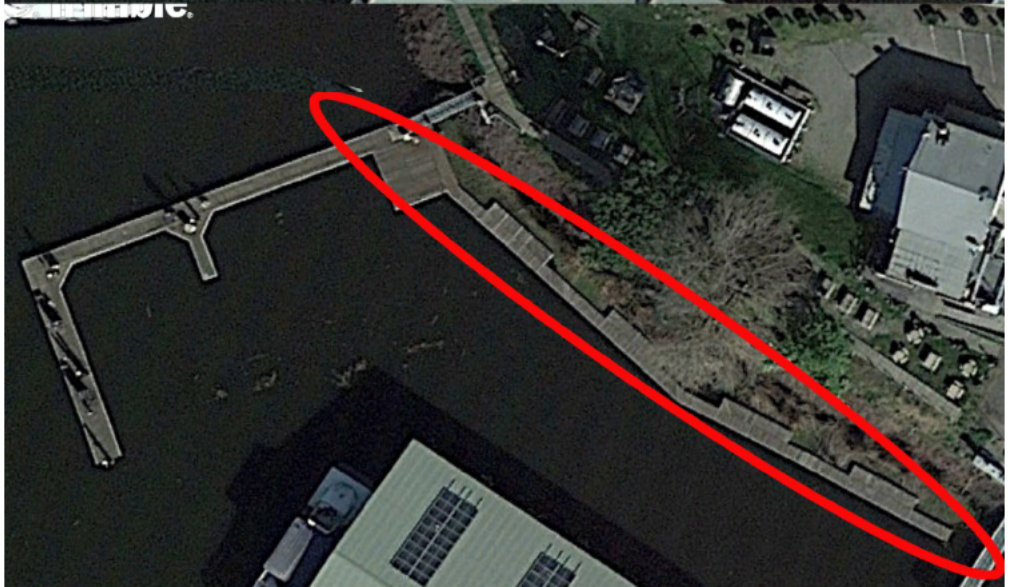


BONUS #1 In 2023 Dumas demolished covered docks and floating buildings, containing utilities, on State Lands at his Turner Cut Marina without SLC authorization, nor did he acquire the necessary county, State or Federal permits, or adhere to demolition practices to protect the environment from debris. The illegal demolition was captured by Google Street View. Dumas replaced those docks with a single narrow dock but left the old pilings.



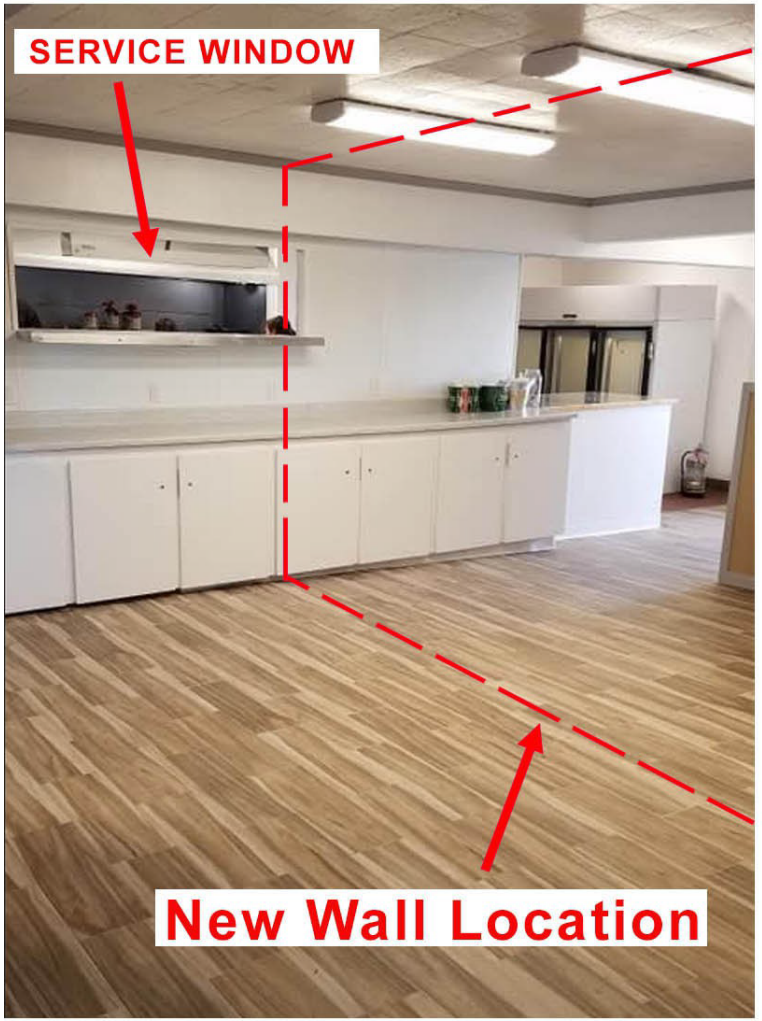
Bonus #2 After purchasing Tiki Lagoon marina and receiving the state lands lease, Dumas built a 225 foot long dock and installed 4 pilings on the submerged State Lands without SLC, County, State, or Federal permits, a serious violation.





Windmill Cove 2026 Kitchen Remodel Without Permits

BONUS #3 In April 2026 Dumas remodeled the kitchen at his upland property bar. This included the installation of new kitchen equipment with gas lines and the construction of walls, with electrical outlets, without the required San Joaquin County Building Permits.



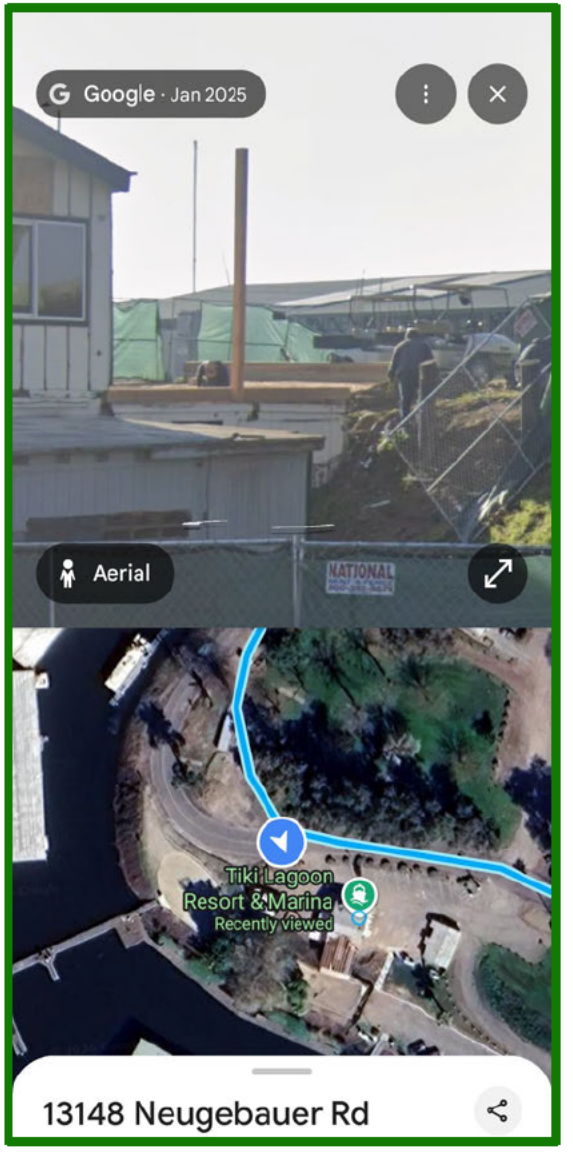
BEFORE



AFTER

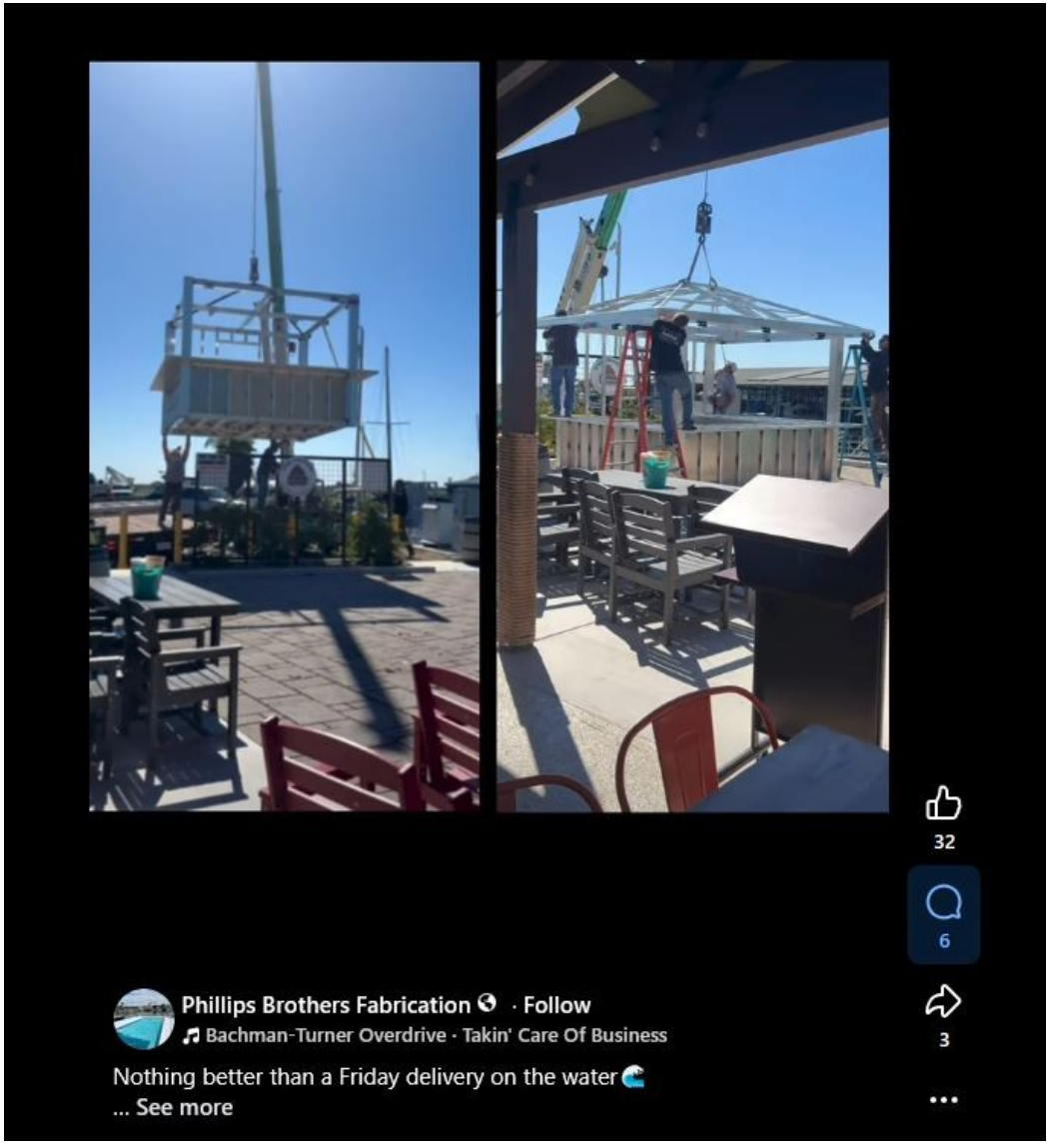






BONUS #4 In January 2025 Dumas performed high-risk structural alterations to the Tiki Lagoon building without the appropriate Building Permits or engineering review. This included an entirely reconstructed roof line, from a sloped to a gabled. A second story deck was added and second story floor replaced. The gravel parking lot was paved without a grading permit. The construction was captured by Google Street View as well as Google Earth.

Some of the renovations at Tiki Lagoon appears to have been done by Phillips Brothers Fabrication, yet building permits under their contractors license for the work could not be found. Dumas allowed the contractor, his friend [redacted] Phillips, to purchase and keep a tiny home on state lands at Windmill Cove contrary to SLC directions to remove all tiny homes once they are sold.



BONUS #5 Dumas has allowed approximately 20 permanent live-a-board boat residents at his Tiki Lagoon and Turner Cut marinas, far in excess of that allowed for security, in violation of SLC Lease 4082 and 4080 for these marinas. Many of these residents are in derelict vessels with no means of propulsion. In a casual conversation, when told that there are no liveaboards allowed within the State Lands leased area, Dumas stated "There are ways around that."



From: Kikker
Sent: Friday, October 16, 2026 4:38:42 PM
To: CSLC CommissionMeetings
Subject: Meeting Item 59 Windmill Cove
Sensitivity: Normal
Attachments:
SLCletter1.jpg ;

Attention: This email originated from outside of SLC and should be treated with extra caution.

Dear State Lands

My name is [redacted]. I am a director at [redacted] in Manteca.

On May 31, 2026 I went to Windmill Cove with my kids. We were going to meet my parents with their boat at the beach there, as we have done many times before. When I pulled up to the entrance to Windmill Cove I was told by an employee that there was no parking available for the beach, only for the bar. As I turned around to leave I called a co-worker, [redacted] who used to manage the bar at Windmill Cove. I told her what happened, and she informed me that there is a new owner at Windmill Cove, and the bar lost their parking lot lease. She suggested that I go back and tell the employee that I am friends with the next door property owner, Inga Dement-Machado, and can park on her property. When I went back the employee told me that the Dement Machado family are not allowed on the beach. I then asked if I go to the bar could I then park there, and she agreed, but that I still could not go to the beach. I called my parents and told them to meet us at the docks next to the bar to pick us up. When we passed the beach in the boat there were almost no people there.
After this all happened I spoke again with [redacted] and she suggested that I write to State Lands about my experience. I was told that this is a beach for the public that you manage. If this is a public beach then it should be open to the public for all to use. We have always paid the parking fee and were willing to pay it on this day.

If you have any questions you can reach me at 209-[redacted]

From: Kikker
Sent: Friday, October 16, 2026 4:43:55 PM
To: CSLC CommissionMeetings
Subject: Regular item #59 Windmill cove comment
Sensitivity: Normal
Attachments:
SLCletter2.jpg ;

Attention: This email originated from outside of SLC and should be treated with extra caution.

On July 24th, we arrived at Windmill Cove for an RV camping stay that we had reserved and paid for in advance. When we arrived, we waited at the check-in shack for approximately 10 minutes, but no one was there. We had previously been told over the phone that our assigned campsite was Site #10, so we proceeded to the site. However, when we arrived, another camper was already occupying our assigned spot.

After finally getting in contact with someone, we were informed that we had been moved to Site #8. We relocated to the new site, only to discover that the electrical hookups were not working, meaning we had no power for our RV's air conditioning or hot water. Maintenance was contacted, but instead of resolving the issue, the maintenance worker caused the electrical box to catch fire, resulting in the entire park losing power.

At this point, we were extremely frustrated and concerned. We had already paid for our RV site, were approximately three hours away from home, and had a wedding to attend the following day. We had no reasonable option to simply go home. Instead, we were forced to remain in our RV without air conditioning or electricity in temperatures exceeding 100 degrees, with our 6-year-old child.

As if the situation with our campsite and the power outage was not enough, we later walked toward the beach and were approached by a woman driving a GMC whom we had never seen before. She told us that we were not allowed on the beach without a wristband. We explained that we were staying at the property for the weekend and had paid for an RV campsite, but she continued to tell us that we could not be on the beach without wristbands. However, she never explained where we could obtain the wristbands or how we could resolve the issue.

The entire experience was extremely disappointing and frustrating. We paid in advance for a camping experience that was poorly managed from the moment we arrived. Our assigned site was occupied, we were moved to another site with non-functioning electrical hookups, the attempted repair resulted in a fire and a park-wide power outage, and we were left without air conditioning in extreme heat with a young child. On top of that, we were made to feel unwelcome when we were approached and told to leave the beach without being given any information about how to obtain the required wristbands.

Given everything that happened, we do not feel that we received the experience or service we paid for. We are also concerned about future guests and visitors attending this beach, as we felt that we were being told we could not access what appeared to be a public beach area without a wristband, yet no one provided us with information about where to obtain one or how to resolve the issue. This left us concerned that there may be an attempt to control or restrict access to a public area, which we feel is something that should be clarified for future visitors. We would appreciate this situation being thoroughly reviewed and an appropriate resolution

[redacted] 8/11/2026

From: Kikker
Sent: Friday, October 16, 2026 6:15:00 PM
To: CSLC CommissionMeetings
Subject: Comment on Item #59 Windmill Cove
Sensitivity: Normal

Attention: This email originated from outside of SLC and should be treated with extra caution.

-------- Original message --------
From: Dan Dumas <dan.windmillcoveresort@gmail.com>
Date: 9/23/26 13:46 (GMT-08:00)
To: [redacted]@msn.com>
Cc: [redacted]@yahoo.com>, Leora Perkowski <perkowski.law@gmail.com>
Subject: Re: Rv and boat Storage

[redacted] and [redacted],

As far as you having to remove your deck and belongings, that has nothing to do with me. You were asked to do that by Dave, the previous owner before I closed escrow on the property. But your belongings were situated on or encroaching on land the previous owner or I don't own or operate under my state lands lease. The old owner Dave should have never allowed that in the first place. Whatever my differences with the Dements are, that is legally their land and neither you or myself or anyone else has a right to encroach on it. Doesn't matter how many years someone has been at the park or how it was or wasn't allowed in the past. The law is crystal clear on this-

Whatever happened at your off site storage is not my responsibility or fault, although I'm sorry for your troubles.

I will not be authorizing any relocation to you within the park at Windmill Cove. AS YOU ARE AWARE, there will be changes in tenancy at Windmill Cove that will affect tenants. We know this is upsetting, we know change is hard to accept, but nothing in life stays the same forever including Windmill Cove.

Unfortunately I will be sticking to the 10th to remove your boat and Rv that you have stored within the park. That area is not storage, and you have not been the only one that has been asked to remove Rv's, vehicles or vessels from Windmill. There are very reasonable, safe, off site facilities that just deal with Rv and boat storage very near Windmill Cove in Stockton. If they are still on site after the 10th, I will proceed accordingly.

Let me remind you that you do not have a signed written storage agreement to park your belongings in those spots. Let me also remind you that you don't have a long term signed lease agreement or contract pertaining to your tenancy. Your rental agreement is month-to-month, not guaranteeing any secured long term tenancy. If you want to vacate you need to provide me with a written 30 day notice as well as I would need to give you a 60 day written notice to vacate. I have attached your signed rental agreement to this email for your records.

Dan Dumas
Turner Cut Resort
Tiki Lagoon Resort
Windmill Cove Resort
[redacted]

From: Kikker
Sent: Friday, October 16, 2026 4:57:06 PM
To: CSLC CommissionMeetings
Subject: Meeting Comment #59 Windmill Cove
Sensitivity: Normal

Attention: This email originated from outside of SLC and should be treated with extra caution.

Electronically Filed
Superior Court of California
County of San Joaquin
2026-04-03 11:32:45
Clerk: Liana Arduim

Case Management Conference
2026-09-30 8:30AM in 10C

SCOTT E. JENNY, Esq. – State Bar No. 166111
ANTHONY S. JENNY, Esq. – State Bar No. 333677
JENNY & JENNY, LLP
736 Ferry Street
Martinez, California 94553
Telephone: (925) 228-1265
Facsimile: (925) 228-2841

Attorneys for Plaintiff
WINDMILL COVE RESORT AND MARINA, INC, a California corporation

IN THE SUPERIOR COURT OF THE STATE CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

UNLIMITED JURISDICTION

WINDMILL COVE RESORT AND MARINA, INC., a California corporation,

Plaintiff,

v.

INGA DEMENT; RODNEY DEMENT; TERRI DEMENT; KELLY KIKKERT; All persons unknown claiming any legal or equitable right, title, estate, easement, lien, or interest in the property described in this Complaint adverse to Plaintiff's title, or any cloud on Plaintiff's title thereto; and DOES 1 to 20, inclusive,

Defendants.

Case No.: STK-CV-URP-2026-0002518

VERIFIED COMPLAINT OF PLAINTIFF WINDMILL COVE RESORT AND MARINA, INC. FOR:

1. **Quiet Title.**
2. **Trespass – Negligent.**
3. **Trespass – Intentional.**
4. **Private Nuisance.**
5. **Intentional Interference with Prospective Economic Advantage.**
6. **Conversion.**

From: Kikker
Sent: Friday, October 16, 2026 4:54:09 PM
To: CSLC CommissionMeetings
Subject: Meeting Comment #59 Windmill cove
Sensitivity: Normal

Attention: This email originated from outside of SLC and should be treated with extra caution.

CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

9342 Tech Center Dr, Suite 550
Sacramento, CA 95826-2581
(800) 952-8356
From TDD Phones (800) 735-2929

August 18, 2026

WINDMILL COVE RESORT AND MARINA,LLC

WINDMILL COVE RESORT AND MARINA, LLC
Park ID # 39-0013-MP
Complaint # MP-C-26-05304
Location: Mail Park Electrical Panel

CERTIFIED MAIL -- RETURN RECEIPT REQUIRED

NOTICE OF INTENT TO SUSPEND PERMIT TO OPERATE

Dear WINDMILL COVE RESORT AND MARINA,LLC

This letter is to inform you that the Department of Housing and Community Development (HCD or Department), stated in sections 18510, 18511, 18870.11, and 18870.12 of the California Health and Safety Code (HSC), will suspend your Permit to Operate (PTO) for WINDMILL COVE RESORT AND MARINA, LLC seven (7) days after the date of this notice unless the previously cited violation(s) are corrected. The violations were brought to your attention in one or more notices from HCD dated 08/6/2026, 08/17/2026 The violation(s) which must be corrected by 08/24/2026 are as follows:

1. A new service drop and main panel are being installed without the required permit being obtained. This constitutes as a nuisance and a substandard condition in violation of T25CCR §1018(a)(c), 1600, 1608(c)(d) (Reference HSC sections 18420(b)(1); T25CCR sections 1102, 1600(a) and 1610).

As stated in the HSC, sections 18421 and 18868, if you dispute the findings by HCD regarding the alleged violation(s) in the Notice of Violation (NOV), the alleged failure to correct the violation(s) in the required time frame, or the fairness of the deadline for corrections prescribed in the NOV, you have a right to request an

informal conference as specified in the California Code of Regulations, title 25, sections 1752 and 2752. The Department must receive the written request within ten (10) working days of the date listed on the NOV. Any willful violation of the Mobilehome Parks Act, or the Special Occupancy Parks Act, or any rule or regulation adopted thereto, is a misdemeanor under HSC, sections 18700 and 18874.

If you receive an informal conference request denial or written determination from the Department, you may request a hearing as stated in HSC, section 18513 and 18870.14. If a hearing is desired, submit a letter to HCD requesting a hearing and provide a brief statement in support of your request within ten (10) days of the date of the informal conference decision. The Department will mail a written notice within fifteen (15) days of the receipt of the request with a date, place, and time for the hearing.

NOTICE IS PROVIDED: Pursuant to HSC, sections 18500 and 18870, if your PTO is suspended, it will be unlawful for any person to operate, occupy, rent, lease, sublease, let out, or hire out for occupancy any lot within the mobilehome park or special occupancy park (collectively "parks"). Residents will be informed of a park's PTO suspension by the posting of the notice of suspension in a conspicuous place within the park.

SAN JOAQUIN COUNTY
Greatness grows here.

Environmental Health Department

SEWAGE DISPOSAL NOTICE TO ABATE

San Joaquin County Ordinance Code, Title 9 and Title 8, Section 5-5100:
It is a violation for any property owner to maintain a nuisance in his property.

LOCATION: 7000 W. Windmill Cove Road Windmill Cove Resort & Marina	**CITY:** Stockton	**DATE:** August 31, 2026	
PROPERTY OWNER NAME: RV Marina & Resort State Leased Windmill Cove land (RV Park)	**RECORD ID#:** CO2600699		
TYPE OF INSPECTION: ☒ COMPLAINT ☐ STATUS CHECK ☐ OTHER			
NOTICE ISSUED TO: Windmill Cove Resort & Marina Inc.			
NATURE OF COMPLAINT/VIOLATION: Surfacing sewage near RV pump station			

VIOLATIONS:

1.	☒	**It shall be unlawful to maintain or use any residence or place of business which is not provided with a means for the disposal of wastewater which complies with the requirements of SJC Ordinance Code, Title 9, Chapter 9-1110, or the SJC Sewage Standards.** SJC Ord. Code, Title 9, Section 9-1110.9 – Compliance Required.
2.	☒	**Sewage Discharge.** CA Health & Safety Code, Section 5411 - No person shall discharge sewage in any manner which will result in contamination, pollution, or a nuisance; CA Health & Safety Code, Section 5412 - Contamination shall be abated; CA Health & Safety Code, Section 117555 - Person discharged sewage onto public street/park guilty of misdemeanor; SJC Sewage Standards, Section 3.1.
3.	☐	**Sewage Discharge Notification.** CA Health & Safety Code, Section 5411.5(a) - EHD must be notified of sewage discharges; CA Health & Safety Code, Section 5411.5(b) - Any person who fails to provide notice to the EHD of a sewage spill is guilty of a misdemeanor.
4.	☒	**Location, Installation, Maintenance of Sewage System Inadequate, has Created a Nuisance, or Endangers Water Supply/Surface/Ground Water.** SJC Ord. Code, Title 9, Section 9-1110.4(e) - Changes Ordered; SJC Sewage Standards, Section 3.1.
5.	☐	**Abandoned Septic Tank.** CA Health & Safety Code, Section 115700(a) - Failure to cover, fill, or fence dangerous excavation and keep so protected is guilty of a misdemeanor; SJC Sewage Standards, Section 3.4.
6.	☒	**Means of Sewage Disposal not Approved.** SJC Ord. Code, Title 9, Section 9-1110.9 - Sanitation Permit Required; Section 9-1105.2 – General Requirements; SJC Sewage Standards, Section 6.1.12.
7.	☐	**Work being Conducted without a Permit** - construction, destruction, or repair. SJC Ord. Code, Title 9, Section 9-1110.3 – Sanitation Permit Required.
8.	☐	**Inadequate Septic Tank Construction, Location, or Size.** SJC Sewage Standards, Section 6.1 et Seq.
9.	☐	**Prohibited Use of Sewer Well, Pit Privy, or Cesspool.** SJC Ord. Code, Title 9, Section 9-1110.6 – Prohibited Uses.
10.	☐	**Prohibited Discharge into System.** SJC Ord. Code, Title 9, Section 9-1110.7 – Prohibited Discharges.
11.	☐	**Connection to Public Sewer Required.** SJC Ord. Code, Title 9, Section 9-1110.2 – Public Sanitary Sewer Connection Required.

CORRECTIVE ACTIONS/ORDERS:

☐ Cease work and obtain an approved permit as indicated below. ☐ Cover, secure open septic tank/pit/excavation.
☒ Stop sewage discharge ☒ Pump septic/holding tank as needed to prevent sewage discharge
☐ Obtain EHD permit as indicated: ☐ Destruction ☐ Construction ☐ Repair ☐ Connect to Public Sewer System
COMPLIANCE DATE: ☒ IMMEDIATELY ☐ 24 HOURS ☐ 48 HOURS ☐ 7 DAYS ☐ 14 DAYS ☐ _____

COMMENTS: Pump septic tanks and holding tanks as needed to prevent surfacing sewage. Have certified professional clean & disinfect the area. Notify EHD once all work has been completed. Maintain system to prevent surfacing sewage. Secure the metal lid to the RV pump station septic tank and maintain.

COST RECOVERY: All EHD staff time associated with resolving this complaint will be billed at the current hourly rate ($179).
FAILURE TO COMPLY: Failure to Comply with this Notice May Result in Formal Enforcement Action.
APPEAL PROCESS: Any owner or person in possession who objects to the finding of violations cited on this notice may request an office hearing by filing a written request with the San Joaquin County Environmental Health Department within 30 days of receipt of this notice.

INSPECTED BY: Sabrina Thammavongsa — SIGNATURE OF REGISTERED ENVIRONMENTAL HEALTH SPECIALIST
PHONE: (209) 616-3008
sthammavongsa@sjgov.org
RECEIVED BY:
DATE: August 31, 2026

SAN JOAQUIN COUNTY
Greatness grows here.

Environmental Health Department

SEWAGE DISPOSAL NOTICE TO ABATE

San Joaquin County Ordinance Code, Title 9 and Title 8, Section 5-5100:
It is a violation for any property owner to maintain a nuisance in his property.

LOCATION: 7600 Windmill Cove	CITY: Stockton	DATE: April 28, 2026
PROPERTY OWNER NAME: Windmill Cove Resort & Marina, Inc.		RECORD ID#: CO2600321

TYPE OF INSPECTION: ☒ COMPLAINT ☐ STATUS CHECK ☐ OTHER

NOTICE ISSUED TO: Windmill Cove Resort & Marina, Inc.

NATURE OF COMPLAINT/VIOLATION: Maintenance of Sewage System Inadequate

VIOLATIONS:

1.	☒	**It shall be unlawful to maintain or use any residence or place of business which is not provided with a means for the disposal of wastewater which complies with the requirements of SJC Ordinance Code, Title 9, Chapter 9-605, or the SJC Sewage Standards.** SJC Ord. Code, Title 9, Section 9-605.050 – Compliance Required.
2.	☐	**Sewage Discharge.** CA Health & Safety Code, Section 5411 - No person shall discharge sewage in any manner which will result in contamination, pollution, or a nuisance; CA Health & Safety Code, Section 5412 - Contamination shall be abated; CA Health & Safety Code, Section 117555 - Person discharged sewage onto public street/park guilty of misdemeanor; SJC Sewage Standards, Section 3.1.
3.	☐	**Sewage Discharge Notification.** CA Health & Safety Code, Section 5411.5(a) - EHD must be notified of sewage discharges; CA Health & Safety Code, Section 5411.5(b) - Any person who fails to provide notice to the EHD of a sewage spill is guilty of a misdemeanor.
4.	☒	**Location, Installation, Maintenance of Sewage System Inadequate, has Created a Nuisance, or Endangers Water Supply/Surface/Ground Water.** SJC Ord. Code, Title 9, Section 9-605.010(e) - Changes Ordered; SJC Sewage Standards, Section 3.1.
5.	☐	**Abandoned Septic Tank.** CA Health & Safety Code, Section 115700(a) - Failure to cover, fill, or fence dangerous excavation and keep so protected is guilty of a misdemeanor; SJC Sewage Standards, Section 3.4.
6.	☐	**Means of Sewage Disposal not Approved.** SJC Ord. Code, Title 9, Section 9-605.050 - Sanitation Permit Required; Section 9-604.010 – General Requirements; SJC Sewage Standards, Section 6.1.12.
7.	☐	**Work being Conducted without a Permit** - construction, destruction, or repair. SJC Ord. Code, Title 9, Section 9-605.010(b) – Sanitation Permit Required.
8.	☐	**Inadequate Septic Tank Construction, Location, or Size.** SJC Sewage Standards, Section 6.1 et Seq.
9.	☐	**Prohibited Use of Sewer Well, Pit Privy, or Cesspool.** SJC Ord. Code, Title 9, Section 9-605.030(a) – Prohibitions.
10.	☐	**Prohibited Discharge into System.** SJC Ord. Code, Title 9, Section 9-605.030(b) – Prohibited Discharges.
11.	☐	**Connection to Public Sewer Required.** SJC Ord. Code, Title 9, Section 9-605.010(a) – Public Sanitary Sewer Connection Required.

CORRECTIVE ACTIONS/ORDERS:

☐ Cease work and obtain an approved permit as indicated below. ☒ Cover, secure open septic tank/pit/excavation.
☐ Stop sewage discharge ☐ Pump septic/holding tank as needed to prevent sewage discharge
☐ Obtain EHD permit as indicated: ☐ Destruction ☐ Construction ☐ Repair ☐ Connect to Public Sewer System
COMPLIANCE DATE: ☐ IMMEDIATELY ☐ 24 HOURS ☐ 48 HOURS ☒ 7 DAYS ☐ 14 DAYS ☐ _____

COMMENTS: See attached photo log. Provide watertight concrete lid to the septic tank near the RV Dump Station onsite. Contact a septic contractor for guidance. The lid in the dump station containment area to be secured when not in use. Once violations have been corrected, notify the inspector for final inspection.

COST RECOVERY: All EHD staff time associated with resolving this complaint will be billed at the current hourly rate ($179).
FAILURE TO COMPLY: Failure to Comply with this Notice May Result in Formal Enforcement Action.
APPEAL PROCESS: Any owner or person in possession who objects to the finding of violations cited on this notice may request an office hearing by filing a written request with the San Joaquin County Environmental Health Department within 30 days of receipt of this notice.

INSPECTED BY: Sastina Thammavongsa — PHONE: (209)616-3068 All Time is Billable
SIGNATURE OF REGISTERED ENVIRONMENTAL HEALTH SPECIALIST

RECEIVED BY: mailed to owner — DATE: April 28, 2026
SIGNATURE OF OWNER/TENANT

From: Jenna Miller
Sent: Wednesday, October 14, 2026 12:50:11 AM
To: CSLC CommissionMeetings
Subject: Re: FORMAL PUBLIC COMMENT – Agenda Item 59 – Windmill Cove PRC 2856.1 – Request for Independent Investigation and Accountability
Sensitivity: Normal
Attachments:
Vicki_Caldwell_October_7_2010_Windmill_Cove_Letter.pdf;Windmill_Cove_Item_59_Public_Record_Reference_Index.pdf;

Attention: This email originated from outside of SLC and should be treated with extra caution.

Dear Commissioners,

I am following up on my October 14, 2026 formal public comment concerning Agenda Item 59 and Windmill Cove Resort & Marina, Lease PRC 2856.1.

Please add the following supporting materials to my original submission, distribute them to all three Commissioners before the October 21 meeting, and include them in the administrative record for Agenda Item 59:

1. October 7, 2010 letter from California State Lands Commission employee Vicki Caldwell to David Theis (four pages). The letter expressly references the March 25, 2008 lease amendment and its May 1 and July 23, 2008 compliance deadlines.

2. Supporting Records & Source Index (one page). This includes official Commission links to the March 25, 2008 lease amendment, the October 21, 2026 Agenda Item 59 staff report, and the Commission's Windmill Cove leasing information. These linked documents are not included as separate attachments.

For accuracy, my original statement inadvertently gave two different approximate percentages (91% and 94%) for Ms. Caldwell's reported compensation increase. Please do not treat either percentage as independently verified without examining the underlying records. My request for a review of staff responsibilities, supervision, and the Commission's enforcement history remains unchanged.

These documents are provided to support questions about historical lease compliance and agency oversight; I am requesting an evidence-based examination, not asserting that individual wrongdoing has been established.

Please confirm receipt and that these materials have been associated with my October 14 public comment and distributed to the Commissioners.

Respectfully,

Jenna Miller
Long-Term Windmill Cove Resident
Stockton, California
Lease PRC 2856.1

On Wed, 14 Oct 2026 00:35:12 -0700, Jenna Miller [redacted] wrote:
> Dear Commissioners,

>
> My name is Jenna Miller, and I am a long-term resident of Windmill Cove Resort & Marina in Stockton, California.
>
> Please accept this correspondence as my formal written public comment concerning Agenda Item 59, scheduled for October 21, 2026. Because I cannot attend, I respectfully request that this statement and supporting evidence be distributed to all three Commissioners, included in the official administrative record, and made publicly available with the meeting materials.
>
> THIS IS NOT SIMPLY A LEASE TRANSACTION
>
> I ask the Commission not to treat Agenda Item 59 as merely the termination of one lease and issuance of another. This decision affects residents' homes, safety, belongings, and futures, while raising a broader question: what happened to the California State Lands Commission's oversight during nearly eighteen years of documented compliance concerns?
>
> Before approving another lease, the Commission should examine how it reached this point, whether enforcement procedures were followed, and whether earlier intervention could have prevented the situation residents now face.
>
> EIGHTEEN YEARS OF DOCUMENTED COMPLIANCE CONCERNS
>
> On March 25, 2008, the Commission approved a lease amendment documenting unauthorized residential RV occupancy, permanent liveaboard vessels, unapproved improvements, and deteriorating marina facilities. The amendment required corrective plans by May 1, 2008, and cure of identified defaults by July 23, 2008.
>
> The Commission's October 2026 Staff Report 59 and published Windmill Cove information acknowledge repeated inspections, compliance directives, and the lessee's failure to achieve full compliance. The Commission now states that staff is taking a more proactive enforcement approach.
>
> Why did it take nearly eighteen years for the situation to reach this point?
>
> From 2013 through 2024, Vicki Caldwell's role and responsibilities changed while her reported income increased by approximately 91 percent. I request a documented review of her titles, duties, compensation, authority, supervision, performance responsibilities, and involvement with Windmill Cove during each relevant period, including whether changes in workload or role affected compliance monitoring, enforcement, resident communications, or accountability.
>
> During a September 2026 meeting with residents, Ms. Caldwell reportedly made statements concerning the Commission's handling of the property and oversight responsibilities. Residents recorded the meeting and report that she was heard saying “it's not my job” and “I have 4,000 locations” in response to questions about her responsibilities. Residents also described her demeanor and manner of speaking as disrespectful. I ask the Commission to preserve and review available recordings, including publicly posted YouTube videos, obtain original files and metadata where available, document the statements and context accurately, and include them in its review.
>
> ACCOUNTABILITY AND OVERSIGHT
>
> I request an independent examination of the Commission's historical oversight, including Vicki Caldwell's correspondence and enforcement-related actions; Brian Bugsch's supervisory responsibilities; Jennifer Bryant's role in the current staff review; and the involvement of other managers and executives.
>
> The review should determine:
>
> - Who monitored compliance after the 2008 deadlines?

>
> - Were corrective actions independently verified, missed deadlines escalated, and legal or supervisory guidance sought?
>
> - Were stronger enforcement options considered, recommended, rejected, or delayed?
>
> - Were internal concerns about unresolved violations documented?
>
> - Were staff workload, training, staffing, role changes, compensation, and reporting structures evaluated in relation to Windmill Cove?
>
> - What did Ms. Caldwell communicate to residents in September 2026, and was that conduct consistent with Commission records, policies, and recommendations?
>
> I am not asking the Commission to presume misconduct. I am asking it to determine who knew what, when they knew it, what action was taken, what was communicated, how residents were treated, and whether employees and supervisors fulfilled their responsibilities.
>
> BEST MANAGEMENT PRACTICES AND STATE OVERSIGHT
>
> The March 2008 lease amendment requires the operator to follow best management practices and submit a compliance report on the first anniversary and each successive third anniversary. Were those reports submitted and reviewed? If they were missing or identified unresolved concerns, what follow-up occurred?
>
> The operator's contractual obligations are distinct from the Commission's internal procedures, but the distinction raises an important question: while requiring the private operator to follow established practices, was the state consistently following its own oversight and enforcement procedures?
>
> Inspections and letters are not the same as resolving violations. Changing California law may be necessary to address gaps in protections for long-term RV residents, but it does not excuse inadequate administration of existing requirements. I am not asking the Commission to disregard the Public Trust Doctrine or authorize unlawful residential uses. I am asking whether it adequately exercised the authority it already possessed and whether its procedures require improvement.
>
> HUMAN CONSEQUENCES AND HOUSING RISK
>
> Residents face displacement from homes they have occupied for many years. Reports and documentation concern sixty-day termination notices and shorter property-removal demands, threatened liens and towing, inconsistent relocation decisions, attempted removal of belongings, utility interruptions, infrastructure concerns, and confusion about deadlines and rights. Some residents have already left amid safety concerns, pressure, uncertainty, and fears of retaliation.
>
> The Commission should examine the current operator's conduct, including the legal basis and consistency of removal demands, relevant litigation and compliance history, and whether residents experienced or reasonably feared retaliation for raising concerns, requesting information, asserting rights, or resisting disputed property-removal demands. This review should consider notices, correspondence, photographs, resident statements, recordings, and available court and agency records.
>
> For many residents, an RV is their primary residence, not vacation accommodation. Some have lived here for decades, are elderly, disabled, or on fixed incomes, and cannot readily afford another home, moving costs, or storage. A replacement park may not accept their vehicle, pets, or long-term occupancy.
>
> California is also investing substantial public resources in homelessness prevention. The Legislative Analyst's Office reports that

the 2026–27 state budget provides $890 million for the seventh round of the Homeless Housing, Assistance, and Prevention program. The Commission should therefore assess whether state-administered enforcement and displacement could contribute to the homelessness other agencies are trying to prevent.
>
> Before further displacement, the Commission should determine how many households are affected, how many have secured alternatives, how many may become homeless, and how many are elderly, disabled, or on fixed incomes. If the Commission lacks relocation funding, it should coordinate with San Joaquin County housing officials, homelessness-prevention programs, the Department of Housing and Community Development, and other appropriate agencies, providing residents with specific available resources rather than general instructions to find housing elsewhere.
>
> Enforcement should not proceed without examining whether it may create avoidable housing insecurity.
>
> FORMAL REQUESTS
>
> Before acting on Agenda Item 59, I respectfully request that the Commission:
>
> 1. Conduct an independent review of compliance monitoring, enforcement decisions, supervision, and communications concerning Lease PRC 2856.1 from 2008 through 2026.
>
> 2. Review Vicki Caldwell's documented involvement, role changes, approximately 94 percent income increase from 2013 through 2024, and September 2026 statements and conduct; Brian Bugsch's supervision; Jennifer Bryant's current role; and the actions of other responsible personnel.
>
> 3. Preserve relevant correspondence, inspection reports, compliance plans, best management practices reports, personnel records relevant to role and compensation changes, supervisory communications, legal referrals, enforcement recommendations, and all records, recordings, videos, emails, metadata, and notes concerning the September 2026 meeting.
>
> 4. Determine why repeated compliance efforts failed, whether enforcement and supervisory procedures were followed, and whether administrative or management failures occurred.
>
> 5. Review the proposed operator's compliance and litigation history, treatment of residents, property-removal practices, potential retaliation or intimidation, and ability to meet a new lease's requirements.
>
> 6. Establish a documented resident-protection and transition plan addressing safety, utilities, lawful property removal, consistent notices, retaliation protections, housing referrals, and coordination with homelessness-prevention agencies.
>
> 7. Provide accurate written information about the displacement process, deadlines, residents' rights, retaliation protections, and available resources.
>
> 8. Postpone action if material concerns about historical oversight, operator conduct, retaliation, or resident protections cannot be adequately addressed before the meeting.
>
> 9. Identify an independent office or authority to evaluate potential administrative or supervisory failures and recommend corrective measures.
>
> 10. Provide a public response identifying who will conduct the review, how recordings and staff responsibilities will be evaluated, and how similar prolonged compliance problems will be prevented on other state lands.
>
> I have separately requested oversight from the California State Auditor, Governor's Office, and legislative representatives.

>
> Supporting evidence includes the March 2008 lease amendment, resident reports and recordings concerning the September 2026 meeting, available records concerning Ms. Caldwell's role changes and income, Commission staff reports, agency correspondence, and resident documentation.
>
> A FINAL QUESTION FOR THE COMMISSIONERS
>
> For nearly eighteen years, the state had opportunities to monitor compliance, require corrective action, and determine whether stronger enforcement was necessary. Residents now face consequences arising from conditions documented many years ago, while California dedicates substantial resources to preventing homelessness.
>
> Should the state not examine whether its own administrative decisions are creating preventable housing insecurity before another resident loses a home?
>
> Accountability cannot stop with the leaseholder. It must also extend to the agency responsible for overseeing California's public lands. This is about how we arrived here, whether the state fulfilled its responsibilities, how residents were treated, and how the Commission will protect the public interest going forward.
>
> You have the authority to hold a lessee accountable. My question is whether you are equally willing to hold your own agency accountable.
>
> I respectfully request written acknowledgment that this statement has been received, distributed to all three Commissioners, and included in the official record for Agenda Item 59.
>
> Thank you for your consideration.
>
> Respectfully,
>
> Jenna Miller
>
> Long-Term Windmill Cove Resident
>
> Stockton, California
>
> State Lands Lease PRC 2856.1
>
> Referenced public records:
>
> California State Lands Commission, March 25, 2008, Amendment of Lease PRC 2856.1.
>
> California State Lands Commission, October 21, 2026, Agenda Item 59, Staff Report.
>
> California State Lands Commission, Windmill Cove Resort and Marina Leasing Information.
>
> California Legislative Analyst's Office, September 18, 2026, The 2026–27 California Spending Plan: Housing, Homelessness, and Local Government.
>
> https://www.lao.ca.gov/publications/report/5199

CALIFORNIA STATE LANDS COMMISSION
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

PAUL D. THAYER, *Executive Officer*
(916) 574-1800 FAX (916) 574-1810
California Relay Service From TDD Phone **1-800-735-2922**
from Voice Phone **1-800-735-2929**

Contact Phone: **(916) 574-1894**
Contact FAX: **(916) 574-1925**

October 7, 2010

File Ref: PRC 2856.1

David Theis
Windmill Cove Resort and Marina, LLC
[redacted]
Roseville, California [redacted]

FILE COPY

Dear Mr. Theis:

Subject: **Application to Amend General Lease – Commercial Use No. PRC 2856.1**

This letter is in response to the application for amendment to General Lease – Commercial Use PRC No. 2856.1, received on April 30, 2008, and the additional information you provided on April, 14, 2009 and May 20, 2009 to complete the application package. As you know, on March 25, 2008, the Commission authorized an assignment and an amendment that contained the following conditions:

1. No later than May 1, 2008, Lessee will submit to the Commission a repair and renovation plan for review and approval by Commission staff.

2. Lessee will submit a Proposal for:
   a. The retention of certain existing unauthorized improvements.
   b. Any change in use or alteration of existing improvements.
   c. The placement of new improvements.

3. Lessee will submit a second application to amend the lease prior to implementation of the items outlined in the Proposal.

4. Lessee will have the defaults of the lease cured by July 23, 2008. These include:
   a. Unauthorized uses: permanent live aboard vessels and residential recreational vehicles.
   b. Improvements placed on the Lease Premises without Lessor's prior authorization: Two RV park model homes, three septic tanks, and seven decks located along the San Joaquin River.
   c. Maintenance and Repair: Deteriorated covered dock facilities with gangways in a state of disrepair.

On April 30, 2008, the proposal you submitted states, "Windmill Cove Resort and Marina requests the following new additions to its existing lease". They are as follows with our comments in italic.

1. 25 boat and trailer storage spaces for monthly rental at a rate of $35 to $75 per month. ***This area is currently within the Lease Premises. Ten percent of the Income derived from the rental spaces is due to the State as provided for in the current lease under (10% of Gross Income from all other sources).***

2. Convert maintenance building into clubhouse – ***The maintenance building is an authorized improvement and a statement of the conversion will be placed in Section 2 of the amended lease.***

3. Provide pump out station on dock – Location of pump out station provided on the site plan. ***Lessee will provide copies of all necessary permits to the Commission prior to installation. A statement of the conversion will be placed in Section 2 of the amended lease.***

4. Pave access and parking areas for launch ramp and marina. ***Not planned at this time. Lessee will provide copies of all necessary permits to the Commission prior to the start of construction. A statement of the conversion will be placed in Section 2 of the amended lease.***

5. Install Park Model RV's for nightly or weekly rental. Six to eight units will be placed in the marina loop area. Fee schedule is $125 to $185 per night. Discounts for off season rentals and multiple rentals. Patron / renters must agree to abide by the park rules provided. Rental agreements not available at this time. ***Lessee constructed four new Park Model RV's in the marina loop area and one in the RV park/Beach area without prior authorization.***
   Park Model RV's
   1. *Must be owned by* Windmill Cove Resort and Marina
   2. *Located in the Marina Loop area only*
   3. *Transient use only – less than 30 days*

   Park Model RV's Beach Area
   1. *Owner occupied must be removed*

5. Approve four liveaboards or permanent sites for host and maintenance personnel. ***Staff will consider two security vessels acceptable on pre-selected identified sites. Location of security vessels must remain the same. Two permanent security / maintenance sites one in RV Park / Beach area the other in the marina loop area will be considered. These sites may not change.***

Next, your proposal states "Windmill Cove Resort and Marina requests the retention of the following existing improvements not previously authorized by the Commission to be added to their lease:"

1. Septic Systems for the Marina and RV Park
2. Two existing Park Model RV's
   These are owner occupied and will not be allowed to remain on State property.
3. Seven decks along the San Joaquin River
   The decks are in a state of disrepair and pose a safety hazard due to their lack of regular maintenance. Staff requests that all decks be removed in their entirety and a safety fence be placed along the existing bulkwall.
4. Long Term RV Park Residence – ***Allow 4 to remain onsite until their passing, caregiver to sign agreement stating she must leave the lease premises within 30 days of the passing of her mother. Attrition plan for one tenant allowing 18 months to move trailer off the lease premises. Current month to month lease agreements represents residential use. The agreements must be revised to reflect transient use only.***
5. Long Term Houseboat Residence – ***Allow 2 to remain as security vessels and complete an attrition plan for one tenant vessel allowing 18 months to find other accommodations. .***

Finally, your proposal states "Windmill Cove Resort and Marina will be making repairs and improvements to the following facilities on the lease premises:"

1. Repair / Replacement of docks – ***Staff requests written notification prior to beginning any repair or maintenance activity. Please include detailed plans and descriptions of each item for staff's review.***

We would like to bring to your attention that the current use of the RV park area with long term residency is not a public trust use, and is inconsistent with the Public Trust Doctrine. ***RV trailers cannot occupy one space for any time greater than three weeks. Lessee may consider using the RV storage area for transient use trailers wishing to remain on site.***

In addition to the above, on August 30, 2010, staff received a copy of the Entertainment Permit Application PA-0900110 from the San Joaquin County Community Development Department which states that Windmill Cove Resort has applied for a permit for the existing marina and RV park to include weddings, live entertainment, fund raisers, and corporate events on the east side of Windmill Cove Road. The application states that a Negative Declaration is being proposed for adoption.

1. ***This new use is not authorized under your lease. Staff requests a detailed description of all proposed entertainment activities, the location of each proposed event, and a copy of the Initial Study and proposed Negative Declaration activity. Please provide a letter requesting to amend your current open application along with the above mentioned related information. The new use permit must be approved by the Commission prior to any events taking place on state-owned property.***

We encourage you to submit the requested information, clarifications, and letter to amend the application in order to finalize the negotiations and bring your application for consideration by the Commission. Please feel free to contact me at (916) 574-1894 or by email at vicki.caldwell@slc.ca.gov if you have any questions on this matter.

Sincerely,

Vicki Caldwell

Vicki Caldwell
Public Land Management Specialist

Windmill Cove — Supporting Records & Source Index

California State Lands Commission | October 21, 2026 | Agenda Item 59 | Lease PRC 2856.1

Purpose: To accompany Jenna Miller's October 14, 2026 written public comment and identify documents relevant to the Commission's historical compliance oversight and pending action.

1. October 7, 2010 — Vicki Caldwell letter to David Theis (attached separately)

Four-page signed California State Lands Commission letter. Recites the March 25, 2008 lease action and the May 1, 2008 and July 23, 2008 deadlines; addresses continuing unauthorized uses, structures, and proposed amendments.

2. March 25, 2008 — Amendment of Lease 2856.1 (official Commission link)

Primary lease amendment. Consult the original for detailed compliance and recurring marina best-management-practices reporting provisions.

https://slcprdwordpressstorage.blob.core.windows.net/wordpressdata/sites/355/2026/10/2008-03-25_Amendment_Lease-2856_webacc.pdf

3. October 21, 2026 — Commission Staff Report, Agenda Item 59 (official Commission link)

Commission staff's analysis and recommendation regarding termination of an existing lease and issuance of a new commercial lease.

https://slcprdwordpressstorage.blob.core.windows.net/wordpressdata/archive/2026/20261021/59-10-21-26_59.pdf

4. Windmill Cove leasing information & FAQ (official Commission webpage)

The Commission's description of the lease, longstanding compliance concerns, historic inspections, current operator agreement, residential-use limits, and relocation-assistance information.

https://www.slc.ca.gov/content-types/windmill-cove-resort-and-marina-leasing-information/

Submission note: Only item 1 is attached as a complete source document. Items 2–4 are direct links to the Commission's published records; no claim is made that separate files are attached for them. This index does not establish whether personnel misconduct occurred.

From: Ron plaga
Sent: Friday, October 16, 2026 8:08:29 PM
To: CSLC CommissionMeetings
Subject: Comments for Oct 21st meeting about windmill cove
Sensitivity: Normal

Attention: This email originated from outside of SLC and should be treated with extra caution.

Formal Complaint Regarding Management Conduct, Power Outage, and Possible Retaliation at Windmill

I am questioning how a man with this history of handling tenant concerns can be given a temporary lease or potentially an actual lease to manage the property.

1. Power Outage: March 23 – April 3

On March 23, my power went out. I was initially told that if the power could not be fixed within a reasonable amount of time, I would have to move to another space. By March 28, five days had passed, and no one had even come out to inspect the meter box supplying power to my neighbor and me.

I had been living at the property for 1 year and 10 months when these events occurred. I had to contact him myself to ask when someone would come out. At that point, he told me that I had been told I would have to move spaces. I reminded him that what he originally said was that I would have to move only if the power could not be repaired within a reasonable amount of time. He eventually sent someone to inspect the problem.

The power was not repaired until April 2. On April 3, I was told I could plug in my RV. However, the outlet they installed was a household outlet, not a proper RV outlet. It was a 50-amp outlet connected to two single-pole 30-amp breakers. Instead of installing the proper outlet for my RV, the workers told me that I would have to change the plug on my RV to accommodate the outlet they had installed.

The repairs ultimately required digging a new trench and running new wiring from a meter box across the road to my space.

During the 11 days without power, both my neighbor and I spent well over 20 gallons of gasoline each running generators. I also had two generators fail and had to borrow another one. I received no compensation or assistance for the gasoline, generator problems, or hardship caused by the outage.

I am disabled and have a 12-year-old child. Being left without power for 11 days, having to repeatedly seek answers, and incurring these additional expenses was extremely difficult. I do not consider the way this situation was handled professional or acceptable.

2. July 4 Incident and Threatening Comments

On July 4, he berated me in front of several people, claiming that someone had told him I was talking negatively about him.

During this confrontation, he claimed that he had done me a favor by getting my power restored, despite the fact that it took five

days just to have someone inspect the problem and several additional days to complete the repairs.

During the same incident, he stated words to the effect that this situation would end soon and notices would be going out. I found this statement threatening, especially given that I am disabled and have a 12-year-old child.

Approximately 10 minutes later, he told me that if I liked living there and kept my space clean, I would have to move spaces and put my boat in storage. He also said he would not give me a notice.

This was particularly concerning because the previous owner had rented me the space with the understanding that I could keep my boat there as long as it remained within my designated space.

3. Windmill Meeting, News Interview, and Management's Response

Following this incident, there was a meeting at Windmill. Another neighbor apparently contacted a news station, which subsequently aired a report about the situation.

I was interviewed and clearly explained that my RV is too old for me to easily relocate, that I cannot afford another place, and that the state will not provide assistance to people in my circumstances.

Afterward, I was told by his manager, while we were both drinking at a bar, that I would have 15 days to move my boat from my space. I explained that I wanted any such requirement provided to me in writing.

This added to my concern because I had previously been allowed to keep my boat in my space under the arrangement made with the former owner.

4. Sixty-Day Notice and Concerns About Retaliation

The next thing I knew, I was among the first three tenants to receive a 60-day notice to vacate. My neighbor, who also experienced the power outage, did not receive a notice at that time. To my knowledge, other tenants who moved into the property after me were also still living there.

Considering the entire sequence of events—including the prolonged power outage, my repeated requests for repairs, the July 4 confrontation, the comments about notices being issued, the demands concerning my space and boat, and my participation in the news interview—I am seriously concerned that the notice may have been retaliatory.

I understand that these events need to be evaluated based on the facts and applicable law. However, the timing and circumstances raise legitimate questions about whether I was singled out and treated unfairly.

I had been living at the property for 1 year and 10 months before these events occurred. I am disabled, have a 12-year-old child, and face significant financial and practical barriers to relocating my RV. These circumstances make the possibility of losing my home especially serious.

5. Request for Review of Management's Conduct

I believe that anyone given authority to manage this property should demonstrate professionalism, fairness, accountability, and respect for tenants, particularly those who are vulnerable due to disability or family circumstances.

Leaving tenants without power for 11 days, failing to address the problem promptly, installing an outlet that was not suitable for my RV, providing no assistance for the resulting expenses, and then engaging in the conduct described above raises serious concerns about this individual's judgment and suitability for a management position.

I respectfully question whether someone who has handled these situations in this manner should be entrusted with a temporary lease or considered for an actual lease at Windmill.

I am requesting that these events be reviewed impartially, including the circumstances surrounding the issuance of my 60-day notice and whether I was treated differently or subjected to retaliation after raising concerns and speaking publicly about the conditions at the property.

I believe tenants deserve to be treated fairly and professionally, without fear that speaking up about legitimate problems will result in losing their homes. I hope these concerns will be taken seriously before any decision is made regarding this individual's continued management of the property.

From: Ron plaga
Sent: Tuesday, October 20, 2026 2:00:52 PM
To: CSLC CommissionMeetings
Subject: One more item to note
Response requested: No
Sensitivity: Normal
Attachments:
1000024835.jpg ;1000024832.jpg ;

Attention: This email originated from outside of SLC and should be treated with extra caution.

Concerns Regarding the New Operator's Handling of Electrical Outages, Resident Safety, and Communication at Windmill Cove Resort and Marina

I want to bring attention to another serious issue involving the new operator and the lack of communication from management regarding electrical outages and resident safety at Windmill Cove Resort and Marina.

There was a fire at the electrical box that took out the entire electrical power structure at Windmill. Despite the severity of the situation, there was no communication from the operator or management informing residents that the power was out. I was away from home all day and had to learn about the outage from a neighbor.

A generator was brought in to provide temporary power while repairs were being made. However, the generator either stopped working or ran out of fuel while I was away. Once again, there was no communication from the operator or management informing residents that the generator was no longer providing power.

This was especially concerning because I, along with other residents, have animals inside our RVs. I was away for the day when another neighbor had to inform me of the situation. Temperatures were approaching 100 degrees outside, and the temperature inside my RV had risen above 100 degrees. My dog was trapped inside without electricity to run fans or provide relief from the extreme heat.

Because I had not been notified, I had no opportunity to return home in time to get my dog out of the unbearable heat. My dog continues to experience issues following this heat exposure. This was not simply an inconvenience caused by a power outage; it was a serious animal safety concern that could have been prevented or mitigated through timely communication.

Again, there was no communication from the operator or management.

Even after the repair work was completed, residents continued experiencing electrical problems. Later in the day, when electrical demand increased, the breaker supplying multiple residents continued to trip. Residents had to take it upon themselves to go outside and reset the breaker after it cooled down. This ongoing problem forced residents to continue relying on generators and purchasing fuel to maintain power.

These repeated failures raise serious concerns about the operator's communication, planning, and responsibility toward the people

living at the resort. Residents should not have to rely on neighbors to learn about power outages, discover that emergency backup power has failed, or take it upon themselves to address continuing electrical problems.

Most importantly, residents should not have to worry about their children, pets, and other vulnerable household members being left in dangerous conditions because management failed to communicate.

This is not the level of communication, professionalism, or concern for resident safety that should be expected from a resort operator.

Addressing My Credibility and Community Involvement in Contra Costa County

Before anyone questions who I am or why my concerns should be taken seriously, I want to provide some background about myself and my involvement in the community, particularly in Contra Costa County.

I am a permanently disabled man with a 12-year-old child. I have limited resources, nowhere else to go, and have not received the assistance I need from the state. Despite my circumstances, I feel that I have been targeted and subjected to retaliation, even though there are other residents who have been at the resort for less time than I have.

My involvement in Contra Costa County reflects my commitment to helping others, promoting safety, and supporting children and families in the community.

My qualifications and community involvement include the following:

- **Volunteer Second-Degree Black Belt Martial Arts Instructor:** I teach students ages three and older practical self-defense, anti-bullying principles, character development, discipline, and self-control.
- **Certified TASER Training:** I have completed certification in TASER training.
- **Certified AVERT Instructor:** I am certified to teach Active Violence Emergency Response Training (AVERT), a course developed by security and medical professionals that teaches participants how to recognize, react to, and respond to active violence situations, including providing bleeding control to injured victims.
- **Certified in First Aid and CPR:** I hold certifications in first aid and cardiopulmonary resuscitation.
- **Congressional Recognition for Community Service:** I was recently recognized by Congress for helping with an anti-bullying and child-safety fair. I will attach a copy of my certificate as documentation of this recognition.

I share this information not to suggest that my credentials alone determine whether my concerns are valid, but to demonstrate my commitment to public safety, responsible conduct, and community service in Contra Costa County.

I have dedicated my time to helping children and adults learn about safety, preventing bullying, responding to emergencies, and protecting vulnerable people. It is deeply concerning to experience a situation in which residents, children, and animals may be exposed to dangerous conditions because of a lack of communication and preparation.

I believe that the same principles I teach through my community involvement—responsibility, accountability, discipline, and concern for others—should also be reflected in the way a residential resort is operated.

My Concerns About Accountability and Resident Safety

My concerns about Windmill Cove Resort and Marina are not simply about an inconvenience or a disagreement with management.

They concern the way residents are treated, how emergencies are handled, and whether the operator is fulfilling its responsibility to communicate important safety information to the people living on the property.

When an electrical fire causes a widespread outage, residents need to know what is happening. When temporary power is provided by a generator, residents need to be informed if that power fails. When temperatures approach 100 degrees and people have children and animals inside their RVs, timely communication can make a critical difference.

The lack of communication left residents dependent on one another for basic information about conditions affecting their homes and safety. In my case, I did not know that the generator was no longer supplying power while my dog was inside an RV that became dangerously hot. I had no opportunity to respond because management did not notify me.

The continued breaker problems after the repairs also raise questions about whether the electrical system was adequately addressed and whether residents were given sufficient information about the ongoing issues.

Residents should not have to bear the burden of identifying these problems, purchasing fuel for generators, and repeatedly checking electrical breakers without appropriate communication from management.

I am also concerned about my own circumstances as a permanently disabled resident with a 12-year-old child. I feel that I have been targeted and subjected to retaliation, and I believe these concerns deserve to be considered fairly alongside the operator's responsibilities toward all residents.

I am asking for accountability, professional communication, and a genuine commitment to resident safety. Residents deserve timely information during emergencies, reasonable efforts to protect their safety, and management that takes their concerns seriously.

I have worked to promote safety, prevent bullying, teach emergency response, and help children and families in Contra Costa County. I believe that residents at Windmill Cove Resort and Marina deserve to be treated with the same basic consideration, respect, and concern for their well-being.

I will attach my congressional recognition certificate to document my community involvement.

I ask that these concerns be taken seriously and that the new operator address the failures in communication and emergency preparedness described above to help ensure that residents are properly informed and that similar situations do not happen again.

On Fri, Oct 16, 2026, 8:08 PM Ron plaga [redacted] wrote:

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U.S. HOUSE OF REPRESENTATIVES
Certificate of Congressional Recognition
Presented to
Ronald Plaga, Sr.
OAKLEY S.A.F.E. — Bully Prevention & Child Safety Fair
On behalf of the United States House of Representatives, I would like to recognize Ronald Plaga, Sr. for their dedication and contributions to coordinating the OAKLEY S.A.F.E. Bully Prevention & Child Safety Fair. Your efforts help strengthen community partnerships throughout Oakley and Contra Costa County while advancing bullying prevention, child safety, and inclusion. Thank you for your commitment to bringing families and community partners together to create safer environments and a brighter future for children across Contra Costa County.
Congratulations!
October 17, 2026
Date
Josh Harder
U.S. Congressman Josh Harder


UNITED STATES
CONGRESS
Certificate of Congressional Recognition
Presented to
Ronald Plaga, Sr.
OAKLEY S.A.F.E. – Bully Prevention & Child Safety Fair
Congratulations!
October 17, 2025
Date
U.S. Congressman Josh Harder

From: Suzi Wasielewski
Sent: Wednesday, October 21, 2026 2:51:33 AM
To: WindmillCove Inquiries@SLC; CSLC CommissionMeetings
Subject: Public Comment - Item 59, Winmill Cove Resort and Marina, October 21, 2026
Sensitivity: Normal
Attachments:
Windmill Cove.pdf ;

Attention: This email originated from outside of SLC and should be treated with extra caution.

To the California State Lands Commission:

My name is Dan Wasielewski. I am a member of the boating public and have used the launch ramp at Tiki Lagoon and Turner Cut Marina to reach a duck hunting blind on public water at Mildred Island in the Delta. Over the course of 25 years, I've also been a tenant at both marinas.

On October 16, 2026, Dan Dumas, who signed as the operator of Windmill Cove Resort, Tiki Lagoon Resort and Turner Cut Resort, emailed me that I am not allowed at any of the three marinas or their launch ramps. A copy of the email is attached. All three marinas operate on state sovereign land leased from this Commission by Mr. Dumas.

Mr. Dumas states his reason is a restraining order he obtained against me during a dispute over a deceased friend's estate. It is not my intention to argue that dispute. That restraining order expired last month and is no longer in effect. I have not violated any marina rules, but he says I am not allowed on any of his properties.

Because one operator controls all three launches in this area, and there are no other public launches nearby, this ban cuts me off from public water entirely. One operator is barring me, a member of the public, from launching my boat over a personal dispute.

The California Constitution, Article X, Section 4, says no one possessing tidal lands may exclude the right of way to navigable water when it's required for a public purpose, and the California Supreme Court in Marks v. Whitney recognized hunting and boating as public trust uses of these waters.

I respectfully ask the Commission to deny the application for a new lease without further consideration of the public comments. There are dozens of examples that reflect the operator's lack of concern for rules and regulations concerning land and public trust, as evidenced by the other marinas he operates.

In conclusion, I apologize for the late submission. I learned of this meeting only yesterday. Duck season is here so I am asking for your help to get authorization to use the public ramp at Tiki Lagoon immediately and without issue. Also, please consider the history of land use violations before granting a third lease to Mr. Dumas.

Thank you for your time.

Dan Wasielewski

From: Dan Dumas <dan.turnercutresort@gmail.com>
Date: October 16, 2026 at 11:58:30 AM PDT
To: dan.wasielewski@yahoo.com
Cc: Leora Perkowski <perkowski.law@gmail.com>, sjcsheriff@sjgov.org
Subject: YOU ARE NOT ALLOWED AT MY MARINAS OR LAUNCH RAMPS-

We have had or still have a restraining order against you. Even if its expired, im refusing to accept you as a customer to any of my resorts-

We know you have been using Tiki Lagoons launch ramp, my employees have photos of you there with another individual.

YOU ARE NOT ALLOWED AT TIKI, TURNER OR WINDMILL COVE.

I will go back in front of a judge if need be.

Dan Dumas
Turner Cut Resort
Tiki Lagoon Resort
Windmill Cove Resort
510-912-4276