

**RECLAMATION DISTRICT NO. 1608
LINCOLN VILLAGE WEST
BOARD OF TRUSTEES MEETING
WEDNESDAY, JANUARY 3, 2018
8:00 A.M.
ENGINEER'S REPORT**

I. AB 360 DELTA LEVEE SUBVENTION PROGRAM

II. PLAN REVIEW

A. Pending Permit Requests from homeowners:

- a) **6201 Embarcadero Drive
Dr. Antonio & Lillian Arrendondo
(209) 981-4556
Index No 17 Lot 1159
APN 098-370-01**

Review 11/29/17 photographs of unpermitted work on property that is inconsistent with the approved plans dated 9/13/17.

Review new permit application from Arrendondo's delineating unpermitted work and a request to permit this work.

KSN Inc. is not recommending approval of these otherwise unpermitted encroachments and recommends the removal of the encroachments and return of the levee configuration to pre-project condition.

REVISED

EXHIBIT A: Photograph's of Arrendondo's yard taken by KSN Inc. on 11/29/17 levee inspection.

EXHIBIT B: Arrendondo's approved 9/13/17 Plans.

EXHIBIT C: Arrendondo's approved 9/13/17 Plans with KSN Inc. annotations in red.

EXHIBIT D: Arrendondo's new application for as-built encroachments.

**b) 3834 Fourteenmile Drive
Rich Kemp and Maywell Inong
(209) 482-7500
richakseattle@hotmail.com
Index No 29 Lot 402
APN 098-393-02**

Review request for construction of a removable fence of unknown material at waterside top of slope. Also seeking encroachment permit to reconstruct rotted deck and retaining wall along edge of levee crown.

KSN Inc. recommends approval of this application. Adequate detail has been provided for the removable fence located at the top of the levee at the waterside slope.

EXHIBIT E: Kemp's Application for Approval of Plans and/or Encroachment Permit.

EXHIBIT F: Photograph's of Kemp's yard from Kemp and KSN Inc.

**c) 3834 & 3842 Fourteenmile Drive
Rich Kemp and Jonathan English Properties
Index No 29 & 28 Lot 402 & 401
APN 098-393-02 & 098-393-01**

Review status of all-weather road repairs and removal of stumps and roots along waterside shoulder of the levee for 3834 Fourteenmile Drive and 3842 Fourteenmile Drive.

III. FEMA MAPPING STATUS

A. Review status of the 5/25/17 submittal of responses to FEMA in regards to the District's LOMR application dated February 24, 2017. Review status of SJCo sign off of the FEMA form MT-2 form acknowledging the District's request for LOMR with FEMA.

EXHIBIT G: KSN Inc. Summary of work activities associated with the sediment removal project dated 12/22/17.

IV. SEDIMENT REMOVAL PROJECT

A. Review progress of permitting process with the Board of Trustees.

EXHIBIT H: KSN Inc. Summary of work activities associated with the sediment removal project dated 12/22/17.

V. DELTA LEVEE SUBVENTIONS PROGRAM

A. Review the renewed State of California Department of Fish & Wildlife's Streambed Alteration Agreement that expires 12/31/17.

EXHIBIT I: DF&W SAA 1600-2017-0446-R3 Final Agreement.

B. Review and approve All Weather Road Repairs at 3834 Fourteenmile Drive and 3842 Fourteenmile Drive at levee station 140+00 in southwest quadrant.

EXHIBIT J: Draft contract and construction estimate from Robert Burns Construction Inc.

A

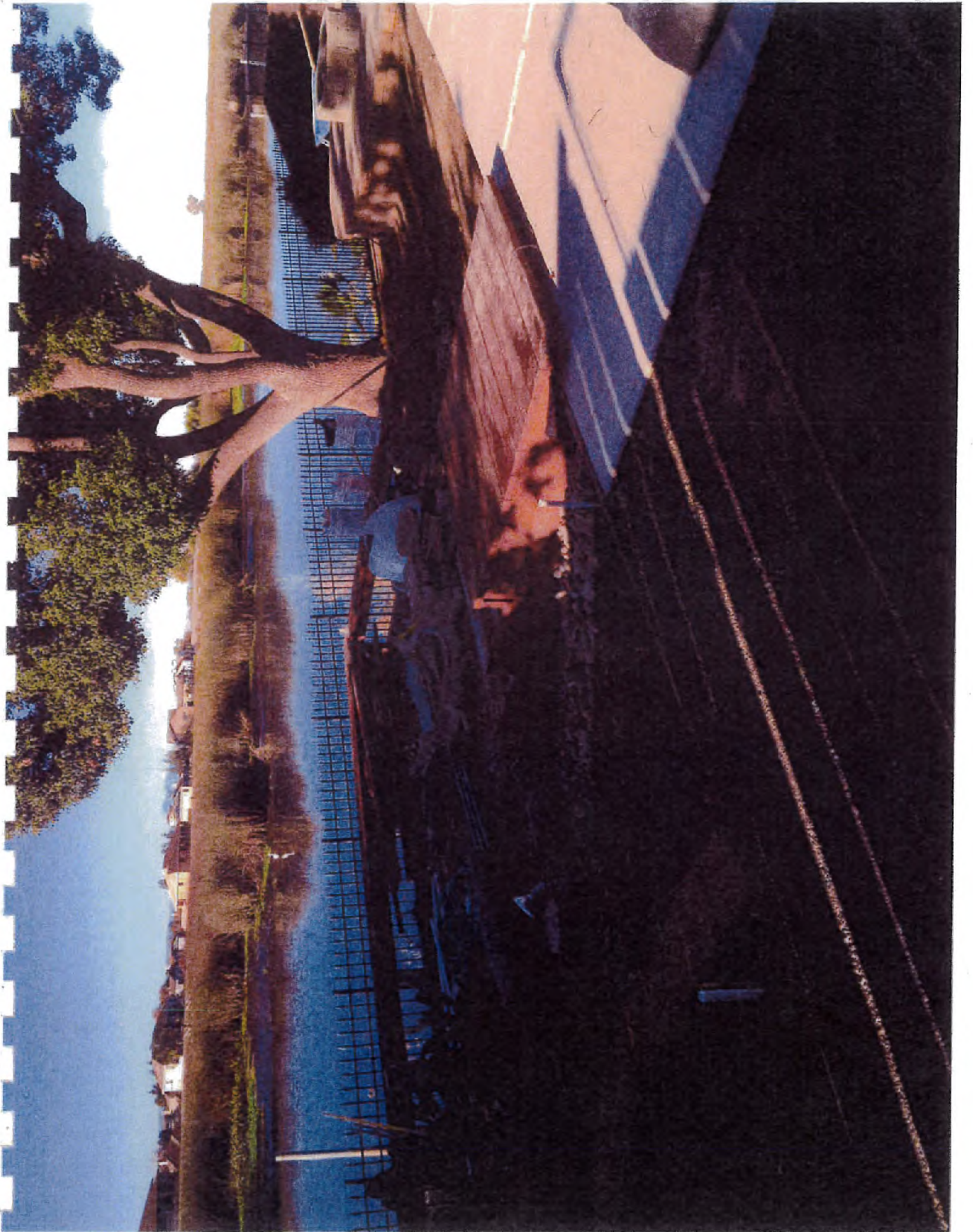




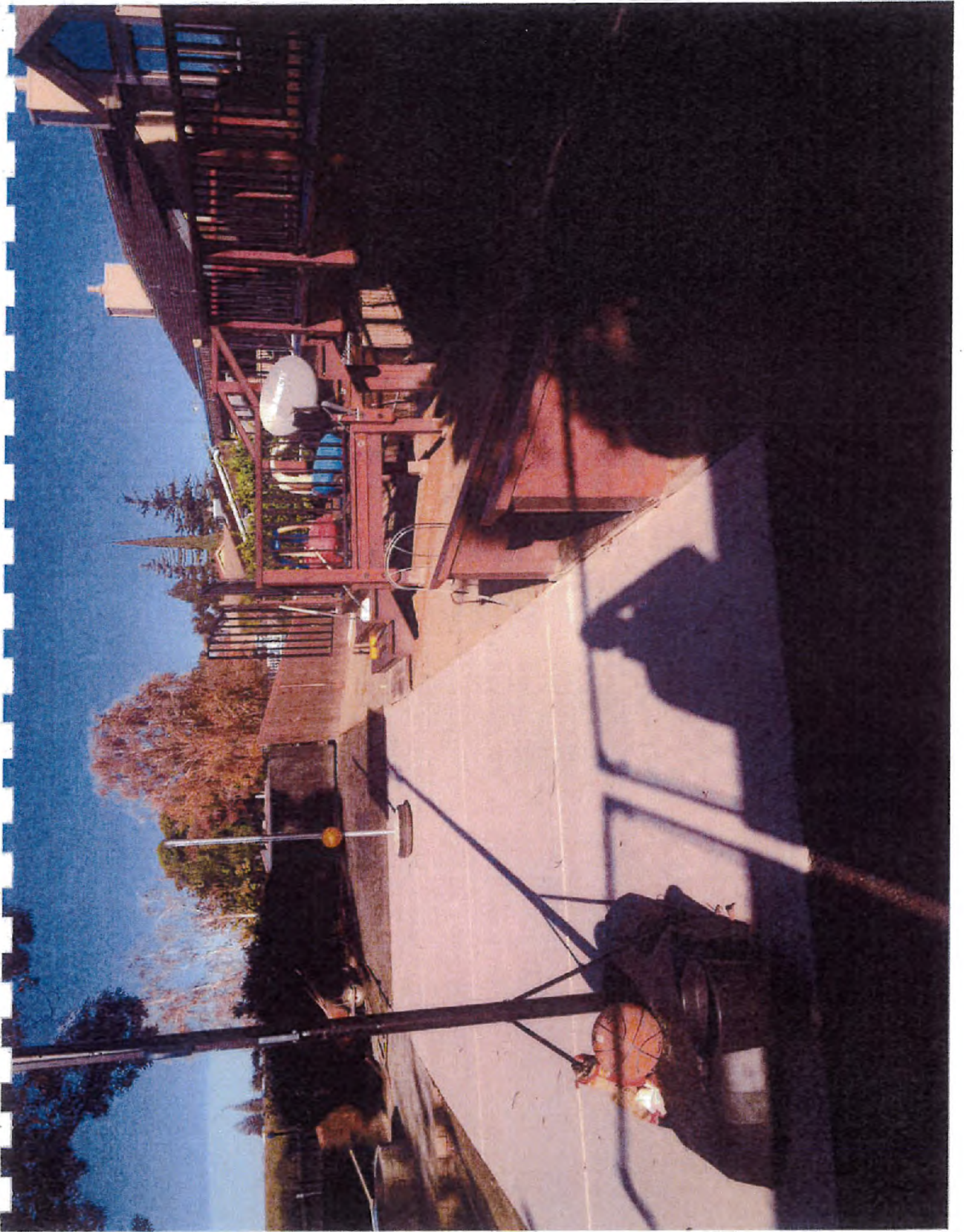




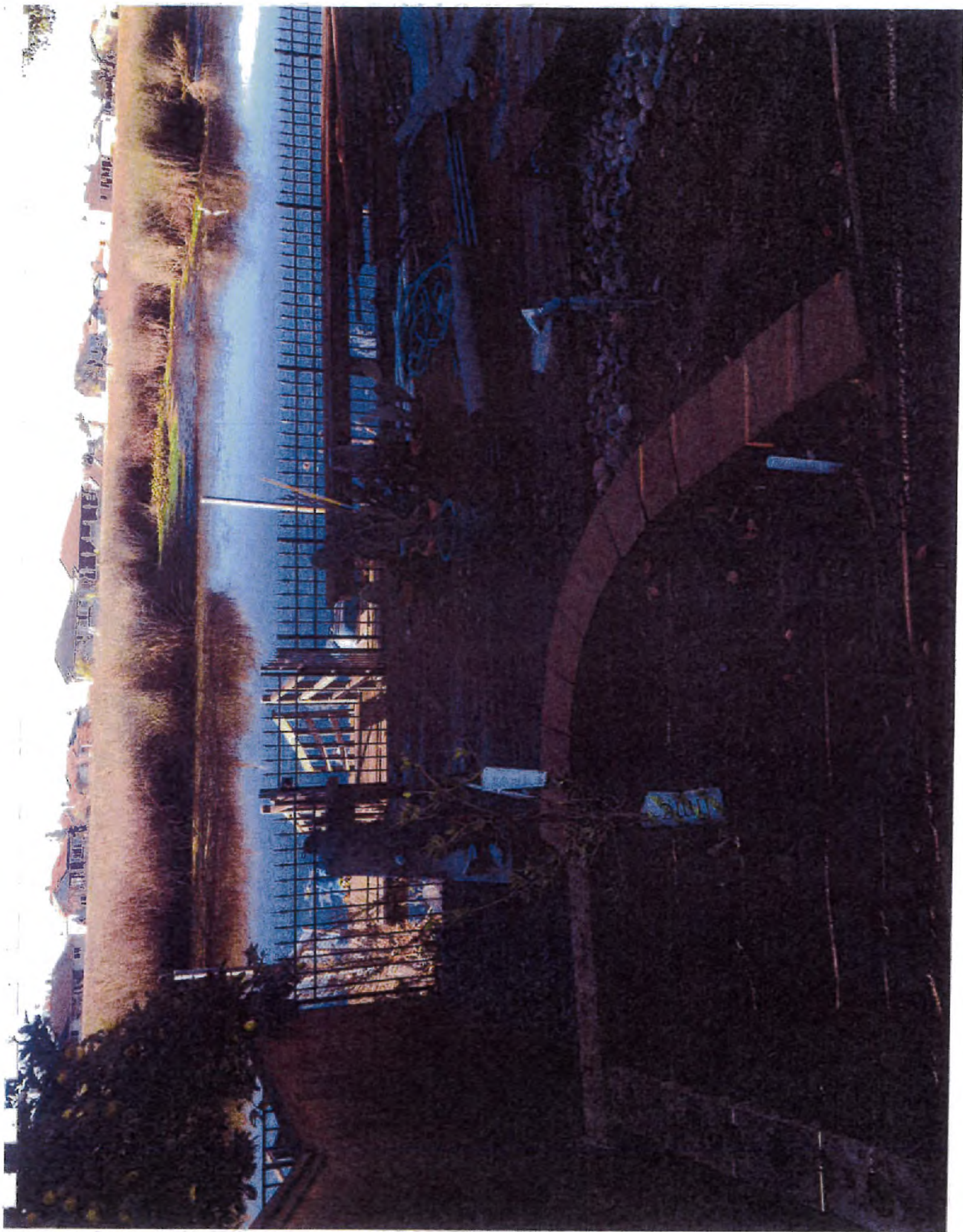


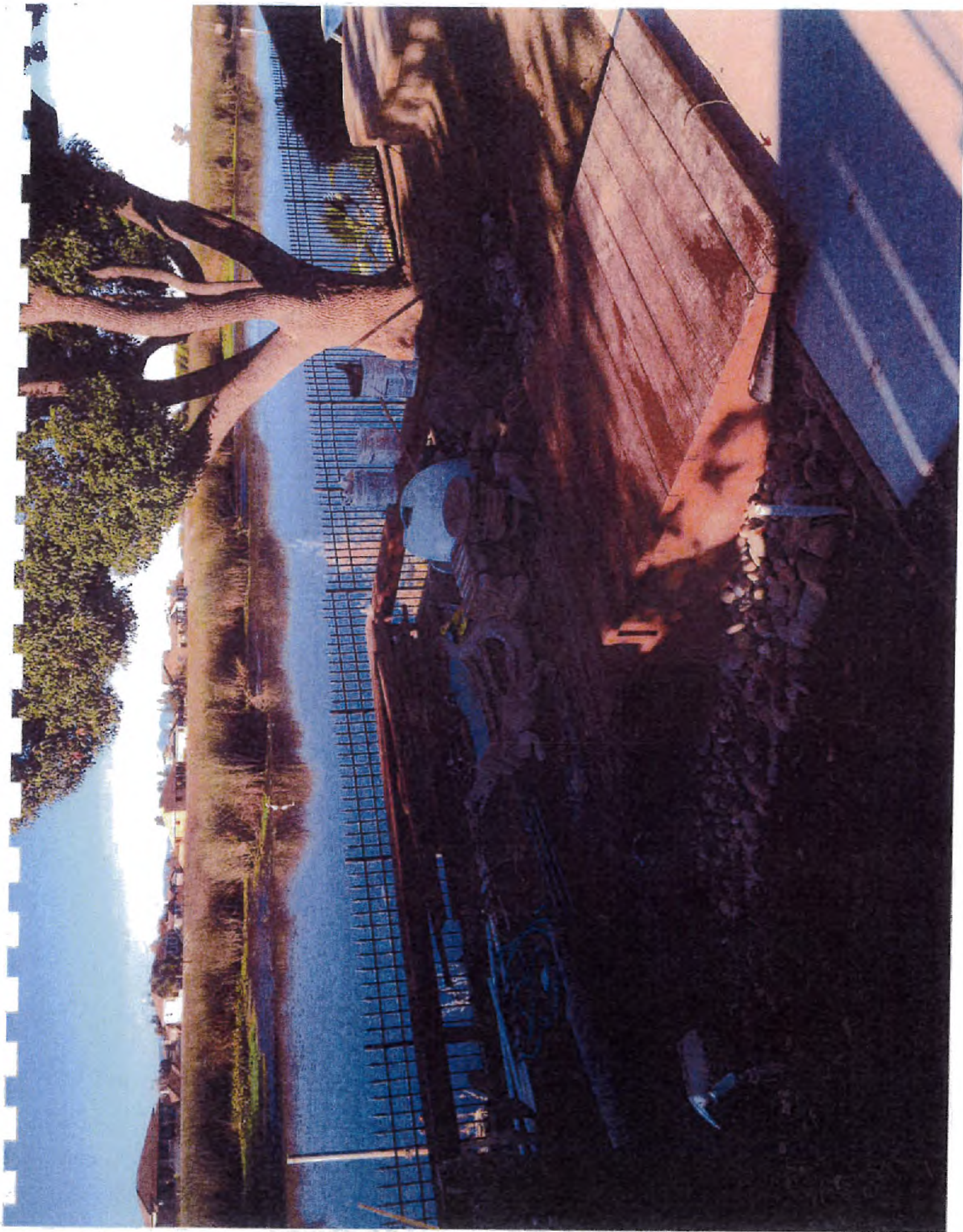


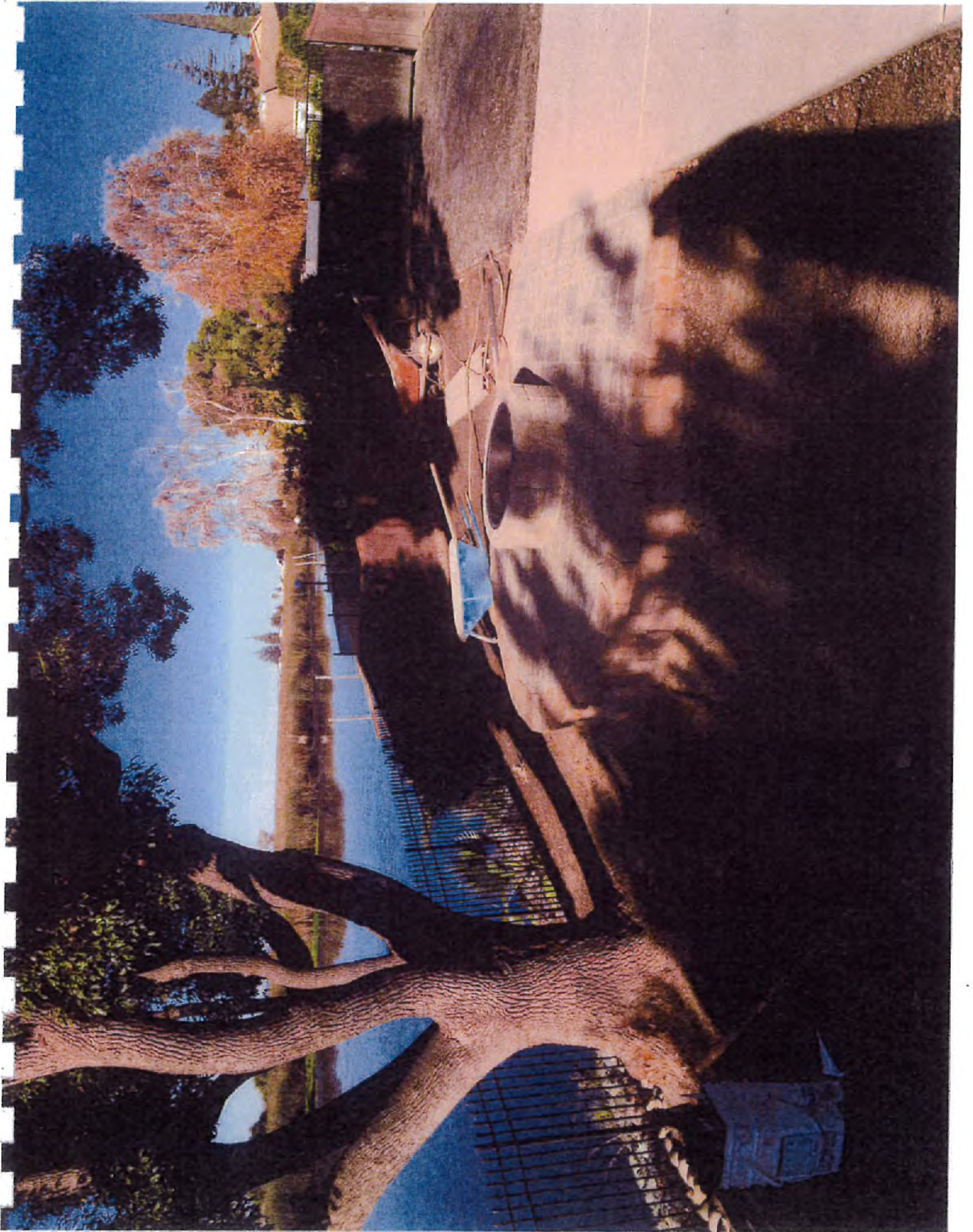






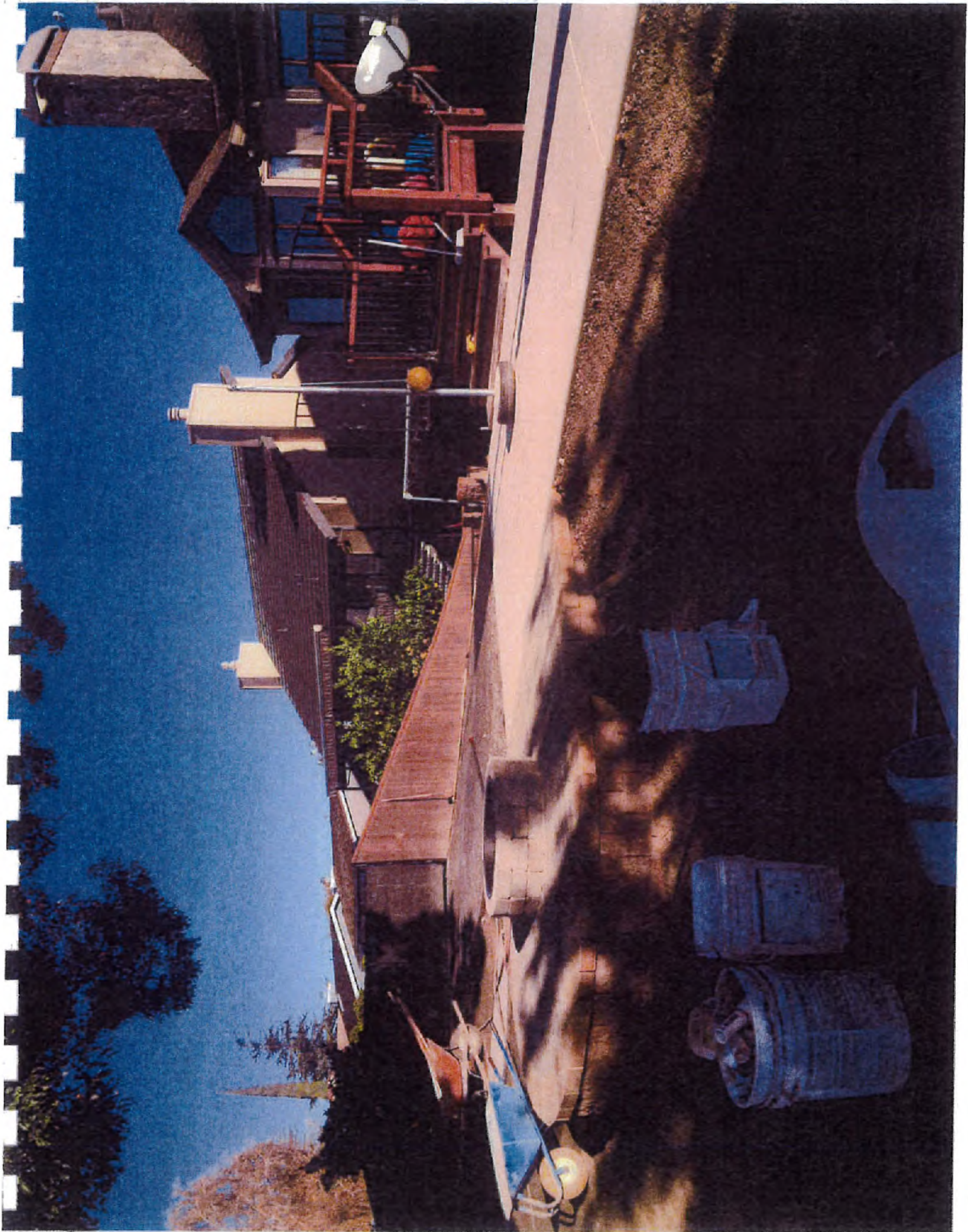


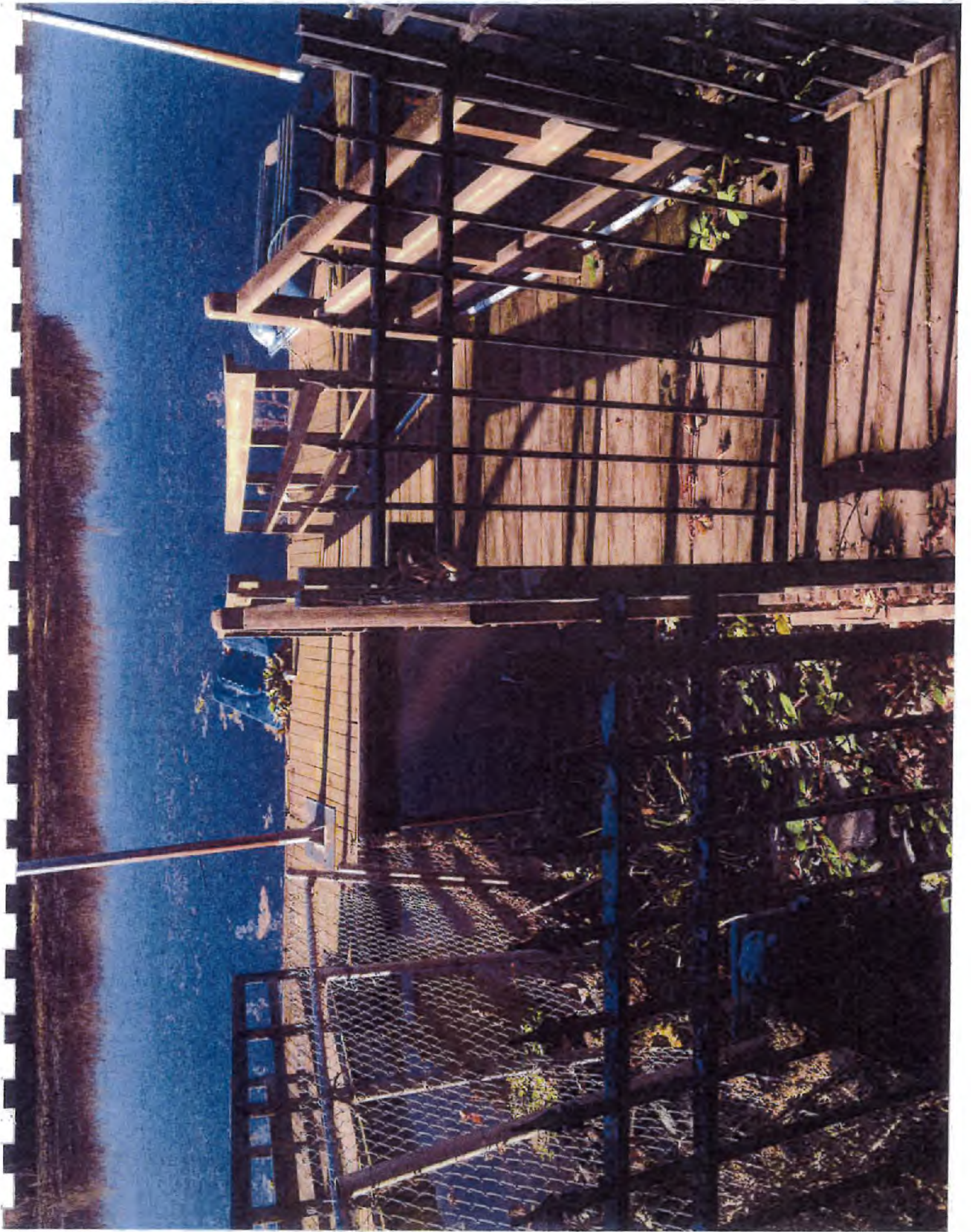


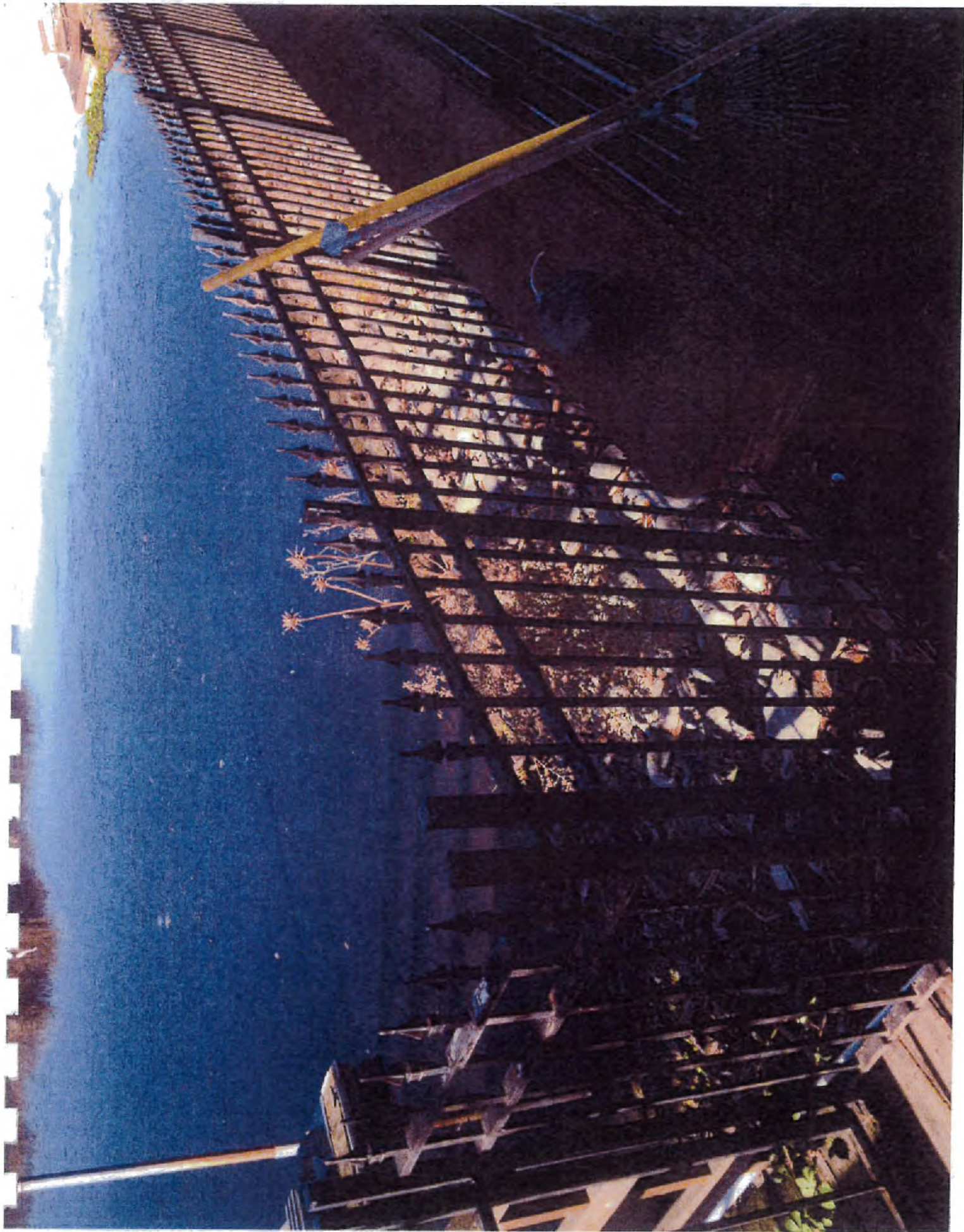


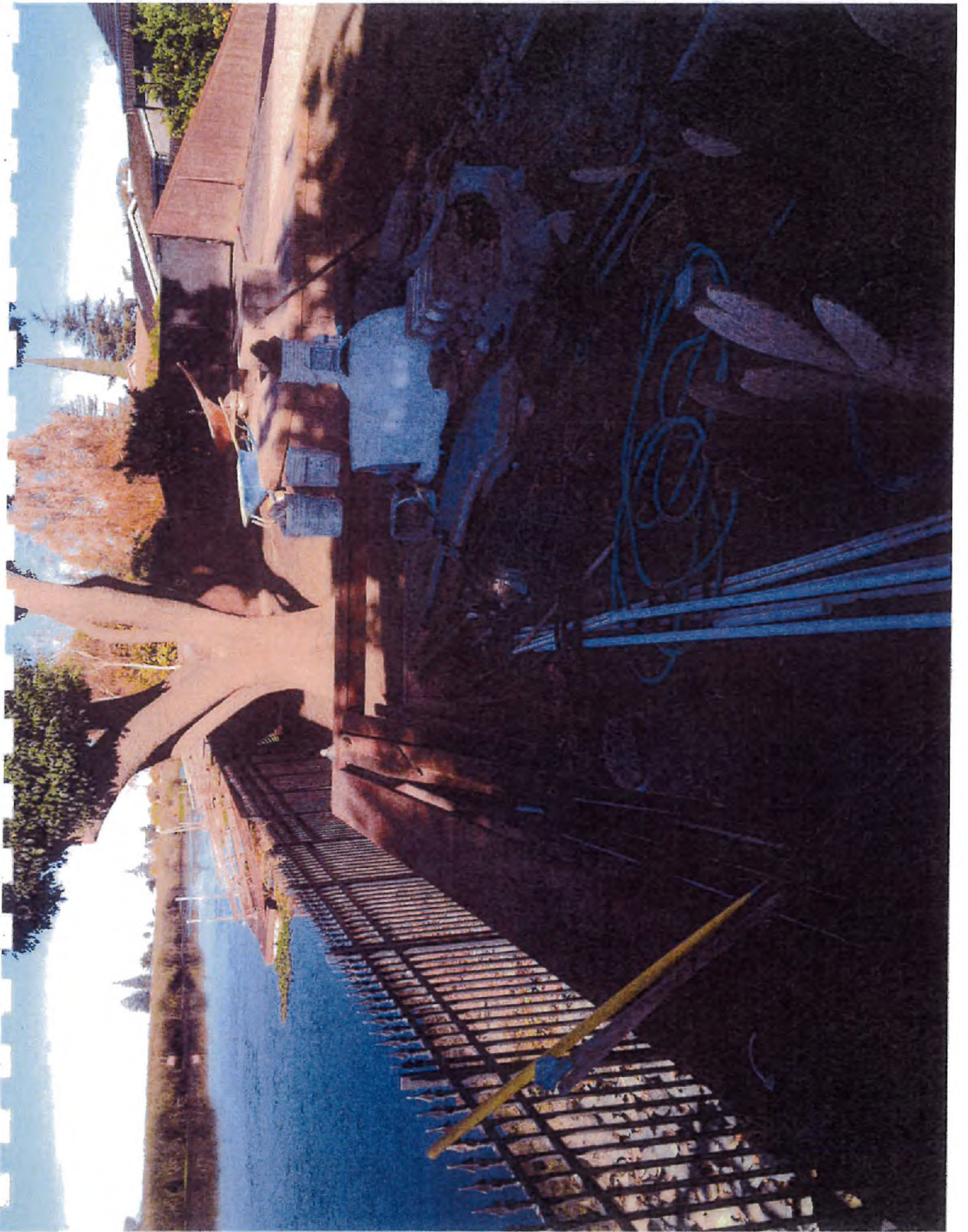




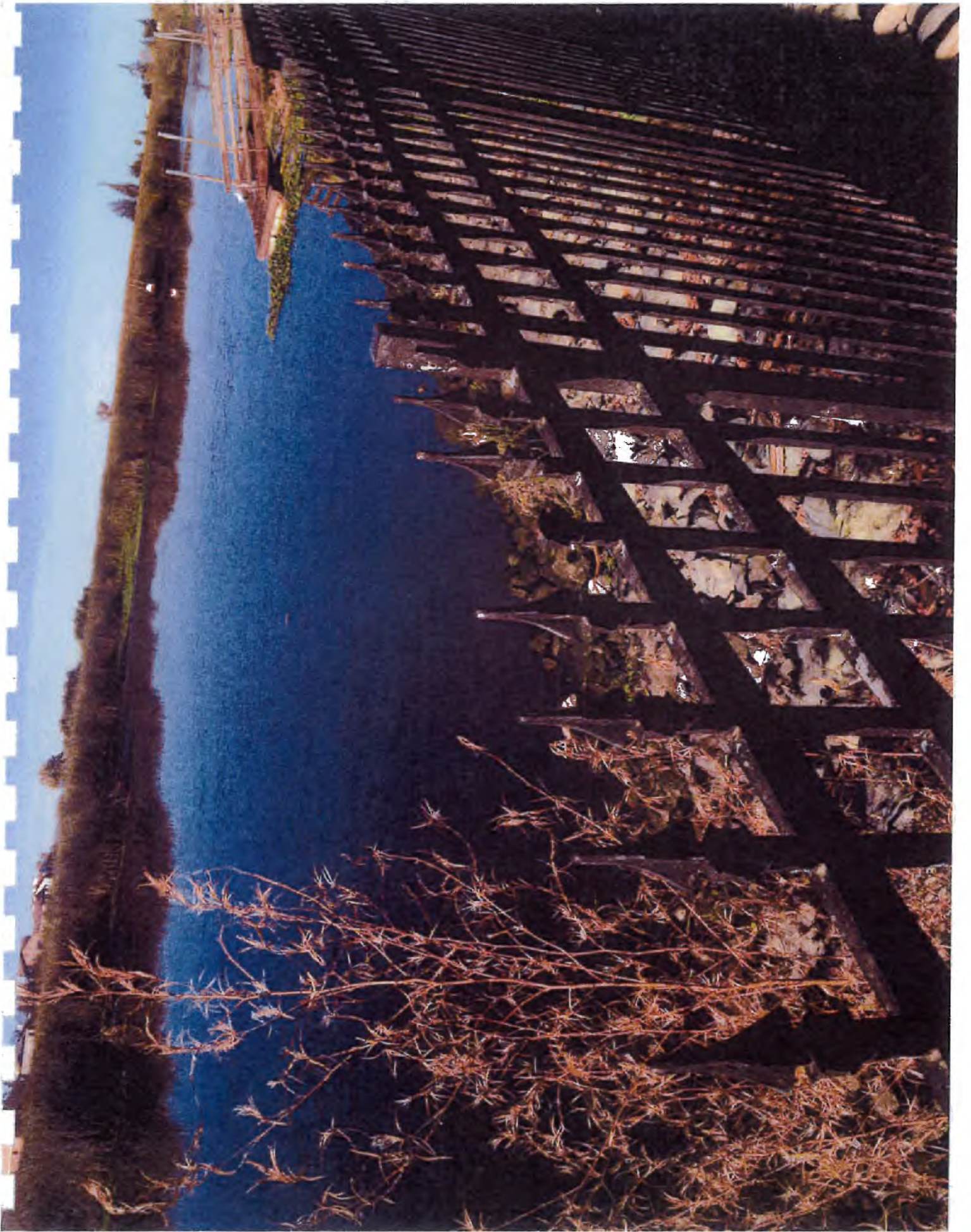


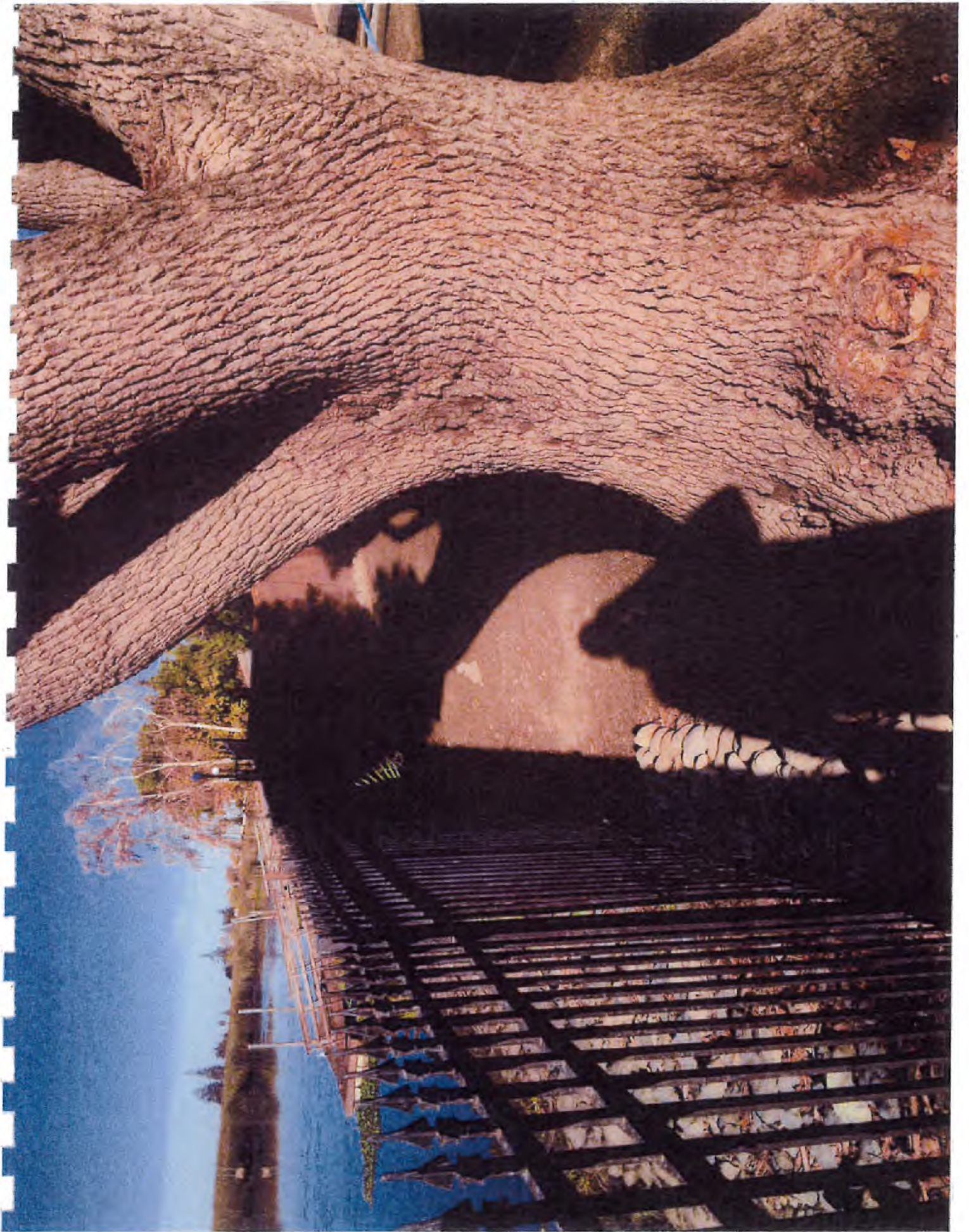


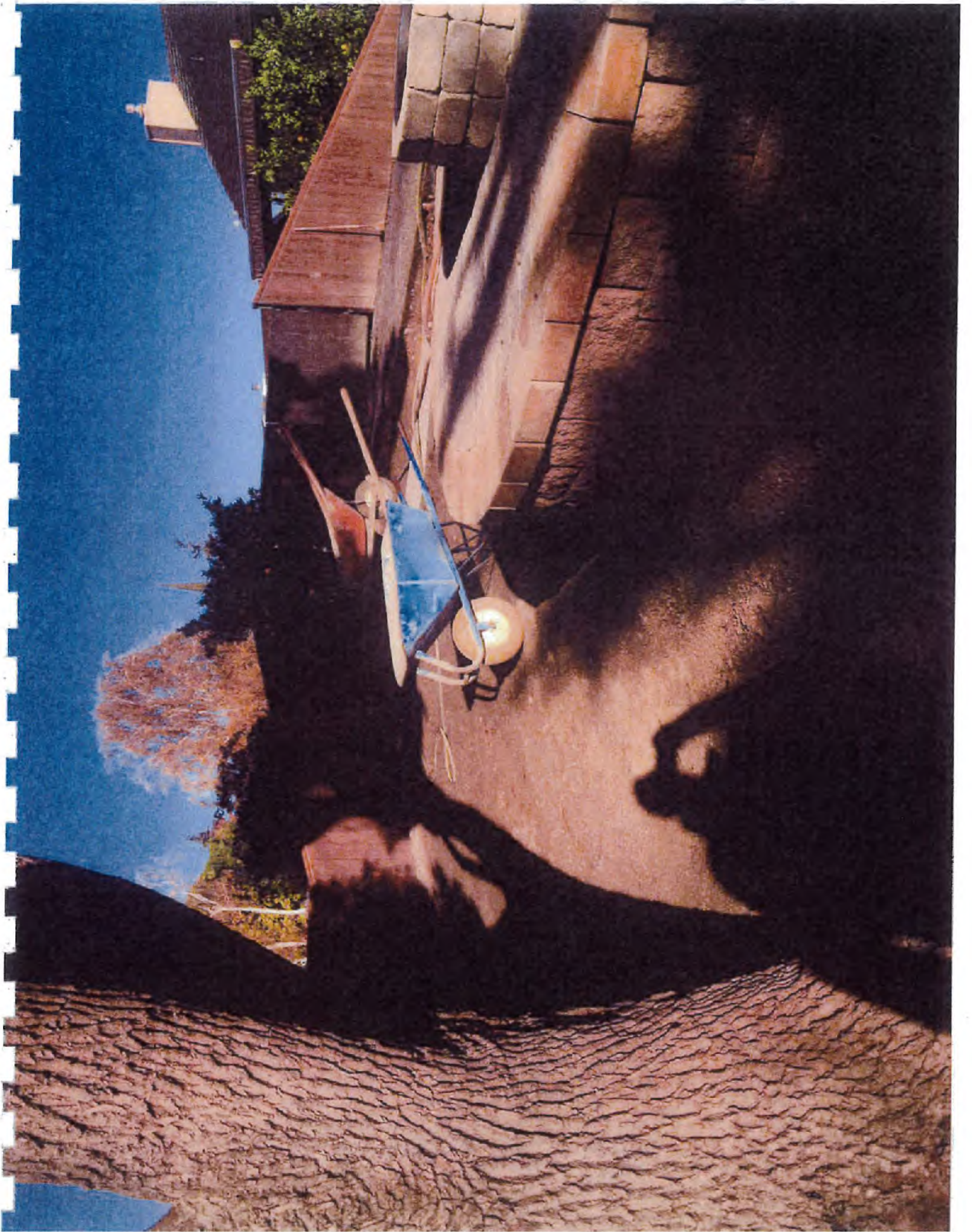


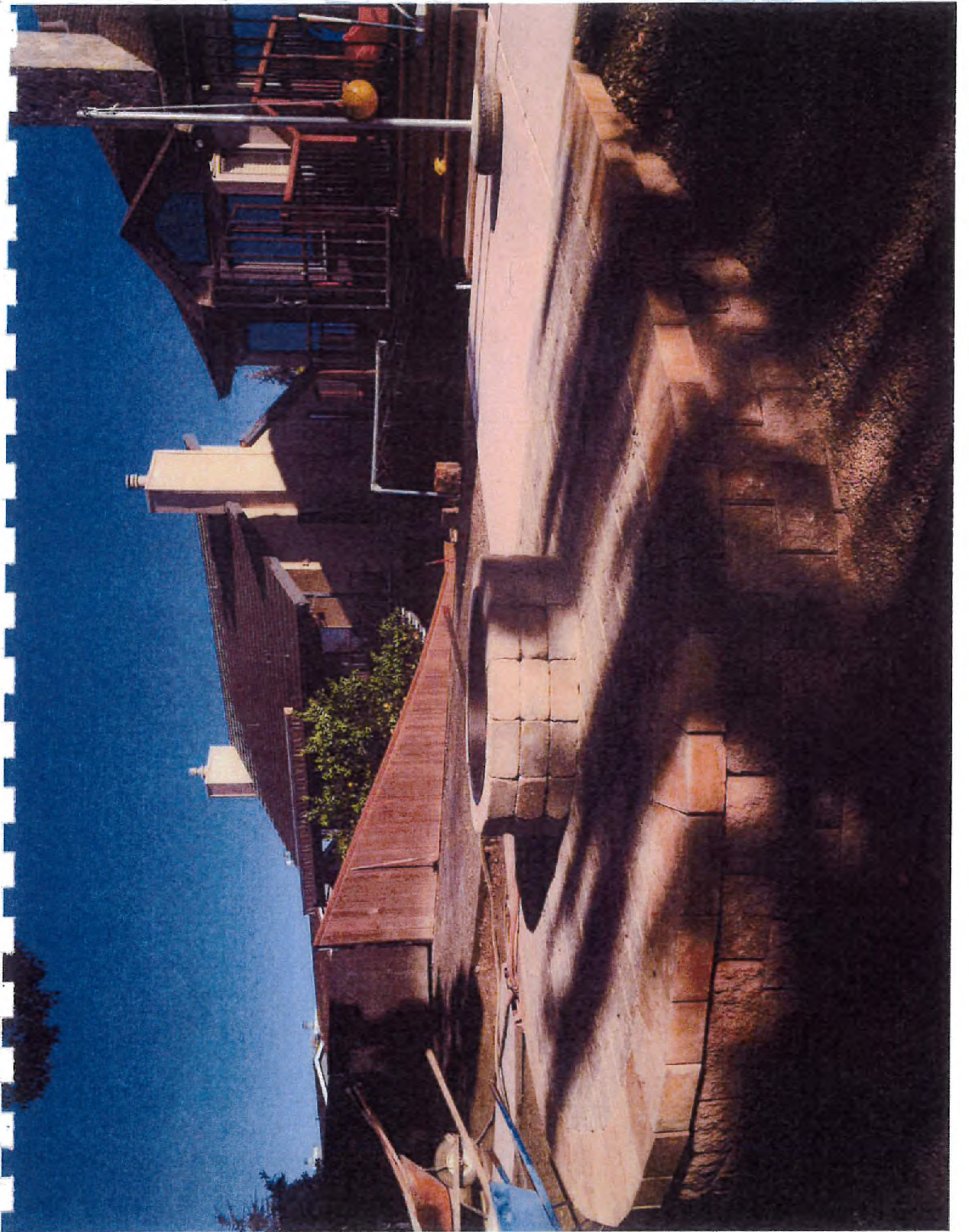










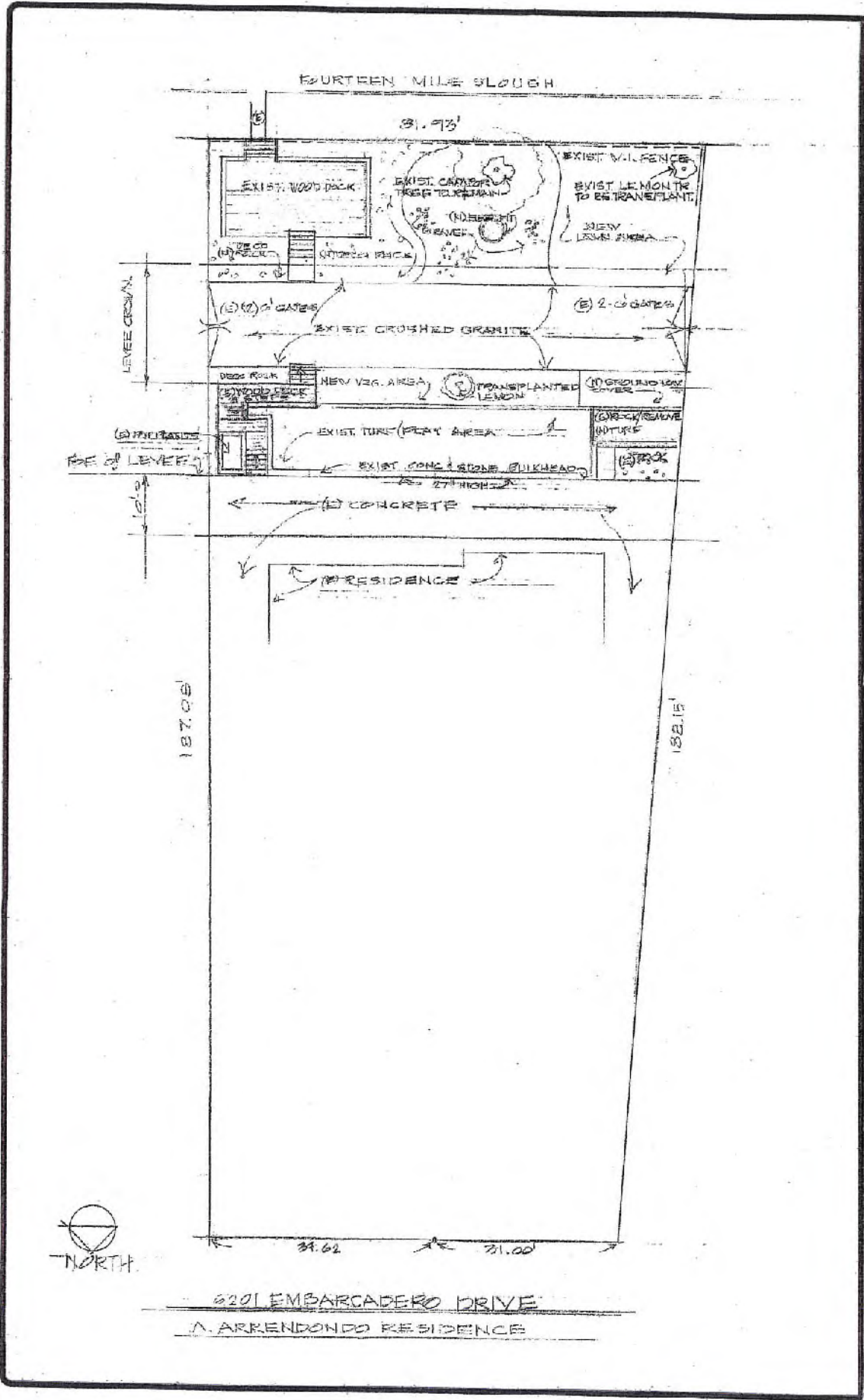






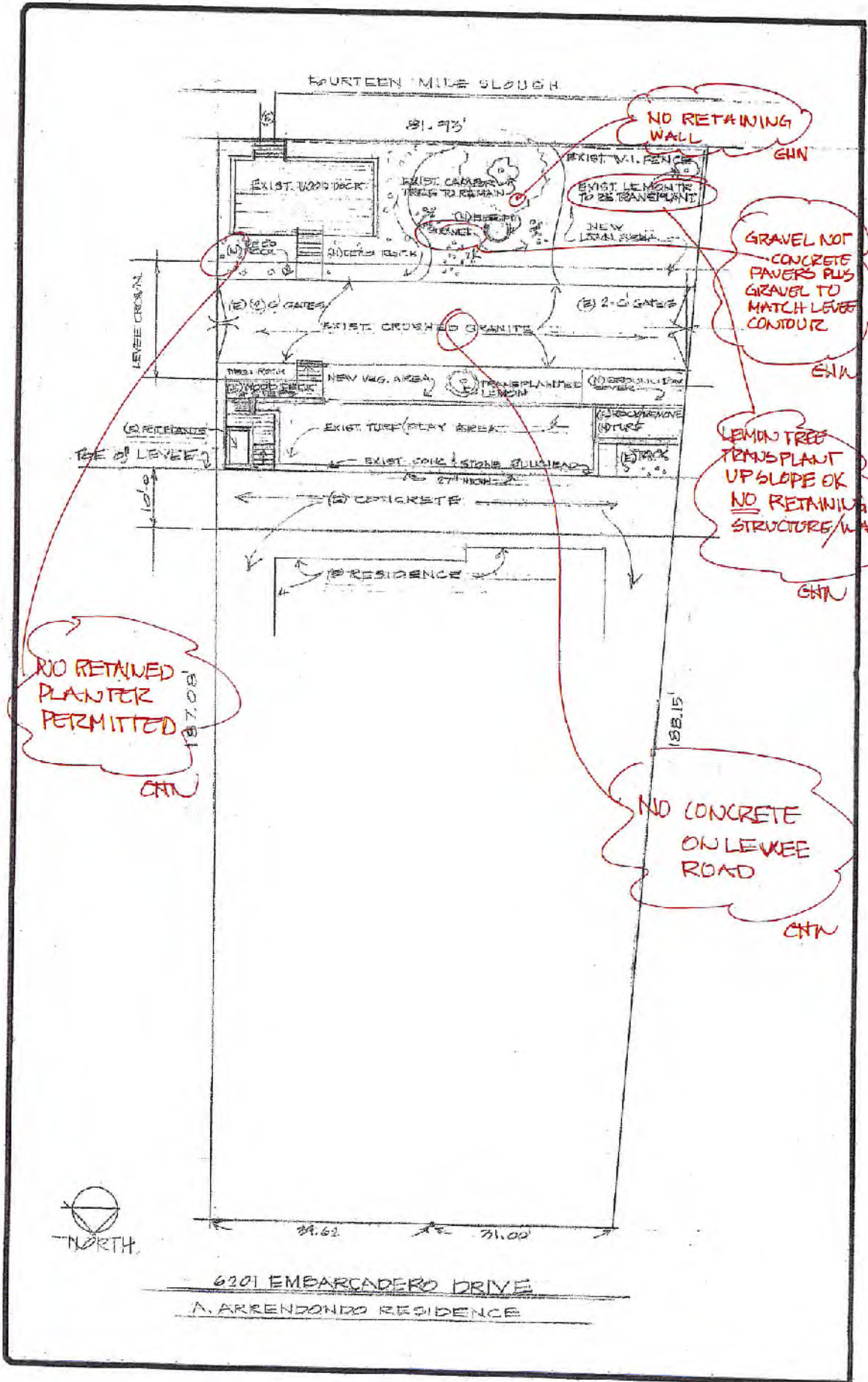


B



9/13/17 APPROVED PLANS

2



PLANS ANNOTATED BY
CHRISTOPHER H. NEUBECK
RD 1608 - DISTRICT FOUR.

D

To: MR CHRIS NEUDECK

AND DELIVERED TO JOE BRAYSON ON 12/29/17

Index No. _____ Lot No. _____

APPLICATION FOR APPROVAL OF PLANS AND/OR ENCROACHMENT PERMIT

1. Application to the Reclamation District 1608 for approval to for approval of F
Plans for landscape improvements. Please note the NEW
improvements made from our last plan (11/28/17).

*THE LEVEE CROWN HAS ROAD BASE AND CONCRETE - THE
LEVEE SIDE NEAR NEAREST THE SLOUGH HAS FIRE PIT WITH LOOSE
PAVERS. IT ALSO CONTAINS TWO TREE PLANTER MADE OF LOOSE PAVERS
SAND. NOTE: THE SOUTH END PLANTER IS NOT ILLUSTRATED ON THE PLANS

2. Please check exhibits accompanying application.

- a. Location or vicinity map showing location of proposed work within the RD1608 area of responsibility, to permit visitation and inspection of work. Provide a marked-up copy of the RD1608 Boundary Map contained within the RD1608 Levee Encroachment Standards (Appendix E-1) to convey the appropriate location information (follow directions cited in Appendix E-1).
- b. A complete plan view and cross section of the proposed work, to scale, showing: dimensions; materials of construction and/or vegetative plantings; irrigation system; location of levee crown, toe and side slopes; relationship of the proposed work to the levee, adjacent home, RD1608 easement lines, and property lines; and any other notable feature within the lot.
- c. A cross section of the levee, berm, and stream area with dimensions and elevations of the levee crown, levee toes, floodplain, low water levee, etc., with reference to the U.S. Geological Survey, U.S. Corps of Engineers, or other datum generally used within the locale.
- d. Profiles of existing or proposed levees, fills, or other obstructions in the stream or overflow area with reference to the U.S. Geological Survey, U.S. Corps of Engineers, or other datum generally used within the locale.

3. Please Print or Type:

Name of Applicant Antonio & Lillian Arredondo Address-Zip Code _____ Telephone Number Tony (209) 610 0089
Lilly (209) 981-4556
 Office _____ Home _____
 Signature Antonio Arredondo Date 12-19-17

4. Endorsement

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

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

- Conditions listed on the back of this form
- Additional attached conditions.
- No conditions

DENY the application for the following reasons:

Date _____

Board of Trustees,
Reclamation District 1608

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

	<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
SOUTH END	ANTHONY & KARI DAVALLE	3884 FORTY SEVEN MILE DR.	95219
NORTH END	JUAN & BENIGNA DELGADO	6207 EMERCADEVO DR.	95219

Conditions:

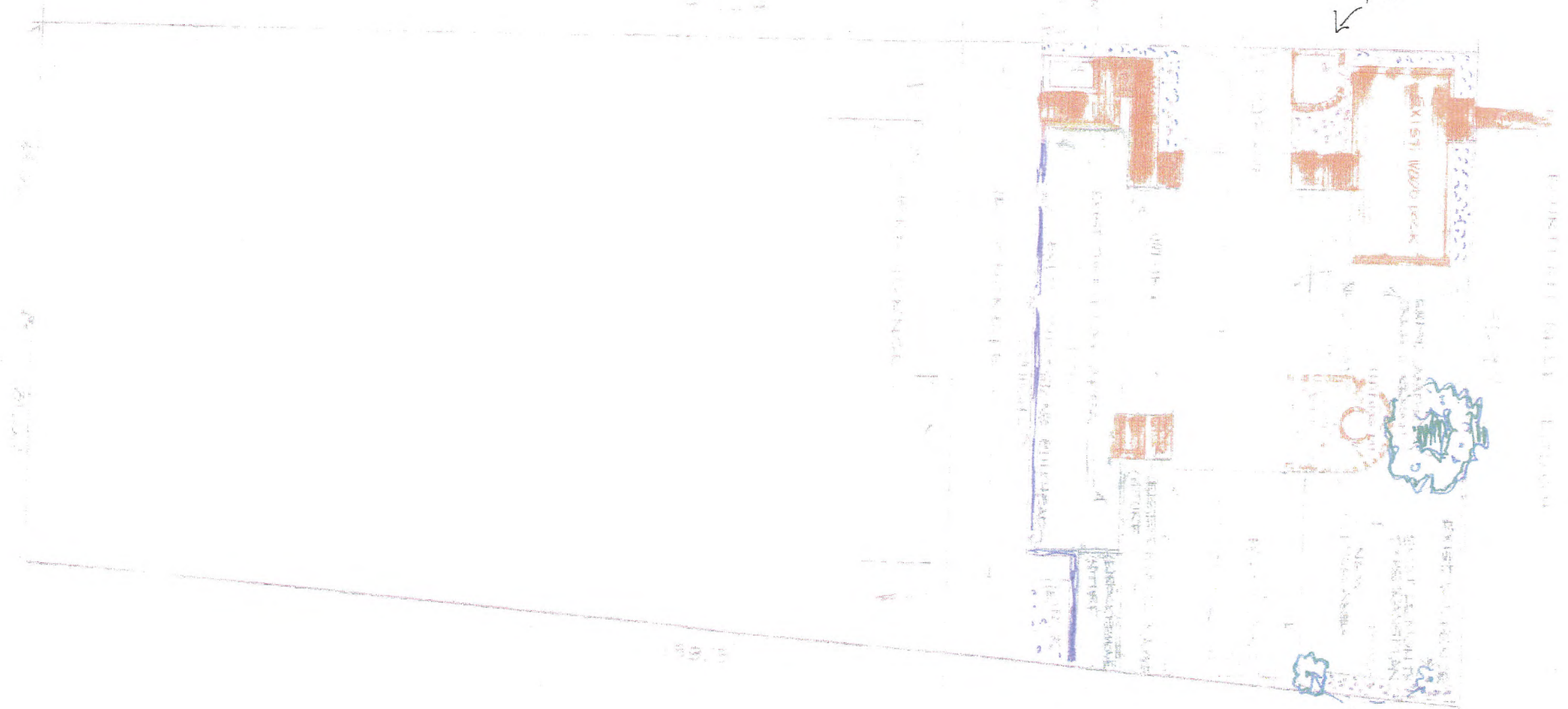
1. Comply with Reclamation District 1608 Levee Encroachment Standards.
2. Submit new application for any future encroachment within ten (10) feet of levee toe.

SEE ATTACHED ADDITIONAL CONDITIONS. IF BOX CHECKED ON FRONT PAGE

3. _____
4. _____
5. _____
6. _____
7. _____



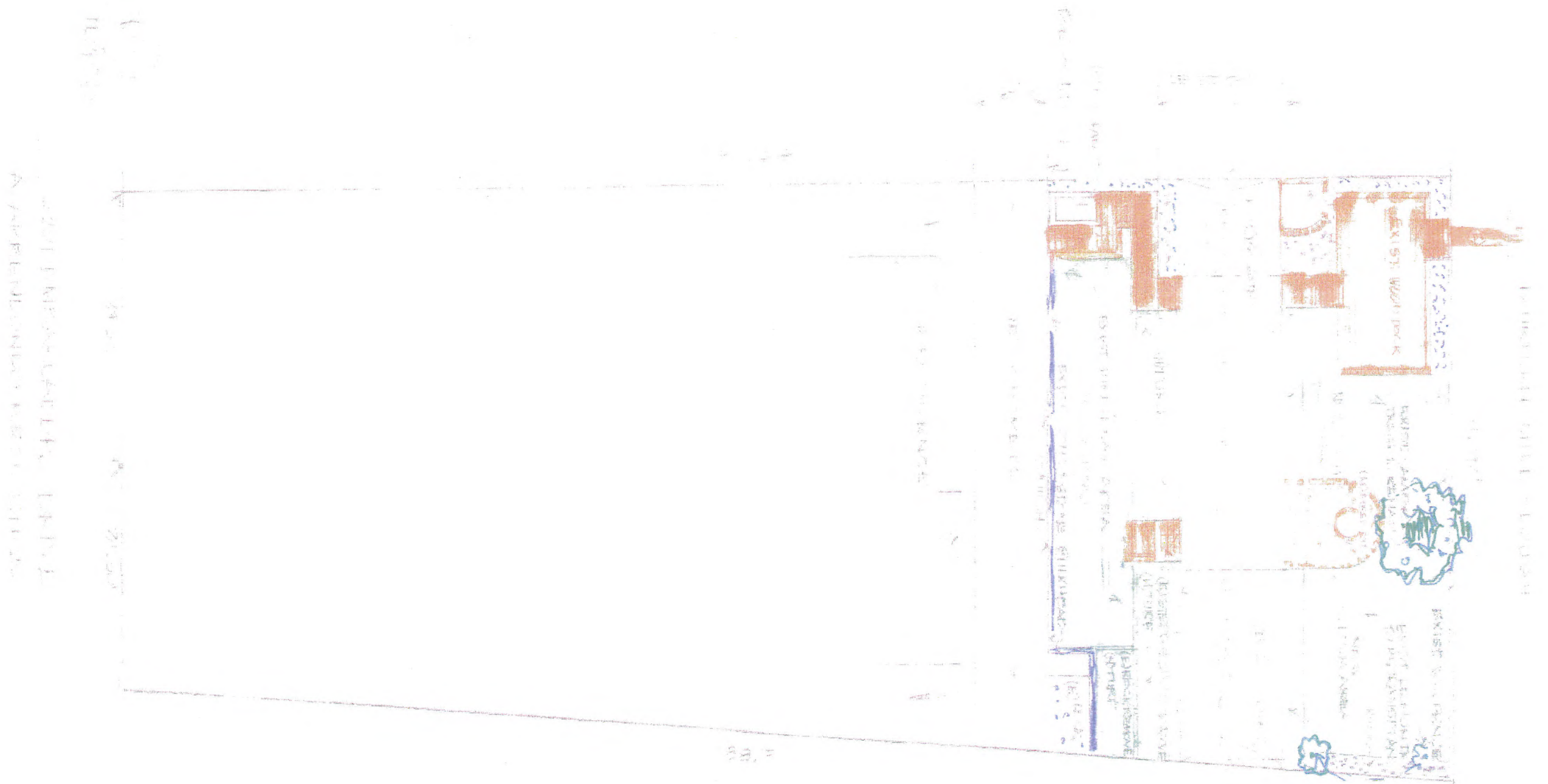
1000 1000 1000 1000
1000 1000 1000 1000



TRUCK TRAIL
QUARTER



NOTE: PLANTS USED AS
TRUCK PLANTER. NOT
PLANTED. THIS IS THE
END OF THE LOT. SEE THE
PLAN FOR THE PARK
TRUCK PLANTER ON THIS
NORTH END OF THIS
PLAN.



2011 NIPON CABLE, LTD.
 A JAPAN TELECOMMUNICATIONS GROUP COMPANY

E

Index No. _____ Lot No. _____

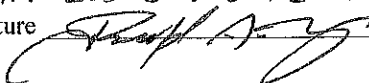
APPLICATION FOR APPROVAL OF PLANS AND/OR ENCROACHMENT PERMIT

1. Application to the Reclamation District 1608 for approval to PLACE REMOVABLE FENCE AS PER SECTION 3.04(I) PARALLEL TO LEVEE TO PROTECT CHILDREN FROM SERIOUS INJURY. PLACE A FENCE AS PER SECTION 3.04(K) ALONG SIDELINE OF LOT TO PREVENT CHILDREN FROM SERIOUS INJURY.

2. Please check exhibits accompanying application.

- a. Location or vicinity map showing location of proposed work within the RD1608 area of responsibility, to permit visitation and inspection of work. Provide a marked-up copy of the RD1608 Boundary Map contained within the RD1608 Levee Encroachment Standards (Appendix E-1) to convey the appropriate location information (follow directions cited in Appendix E-1).
- b. A complete plan view and cross section of the proposed work, to scale, showing: dimensions; materials of construction and/or vegetative plantings; irrigation system; location of levee crown, toe and side slopes; relationship of the proposed work to the levee, adjacent home, RD1608 easement lines, and property lines; and any other notable feature within the lot.
- c. A cross section of the levee, berm, and stream area with dimensions and elevations of the levee crown, levee toes, floodplain, low water levee, etc., with reference to the U.S. Geological Survey, U.S. Corps of Engineers, or other datum generally used within the locale.
- d. Profiles of existing or proposed levees, fills, or other obstructions in the stream or overflow area with reference to the U.S. Geological Survey, U.S. Corps of Engineers, or other datum generally used within the locale.

3. Please Print or Type:

<u>Name of Applicant</u>	<u>Address-Zip Code</u>	<u>Telephone Number</u>
RICHARD KEMP DR. MAYWELL INOUG-KEMP	3834 FOURTOWN MILLS ^{DR} STOCKTON, CA 95219	Office 209-488-7500 Home 425-789-6911
Signature 		Date 12/11/17

4. Endorsement

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

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

- Conditions listed on the back of this form
- Additional attached conditions.
- No conditions

DENY the application for the following reasons:

Date _____

Board of Trustees,
Reclamation District 1608

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

Name	Address	Zip Code
JOHN ENGLISH	3842 FOURTEEN MILK DR, STOCKTON CA 95219	95219
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

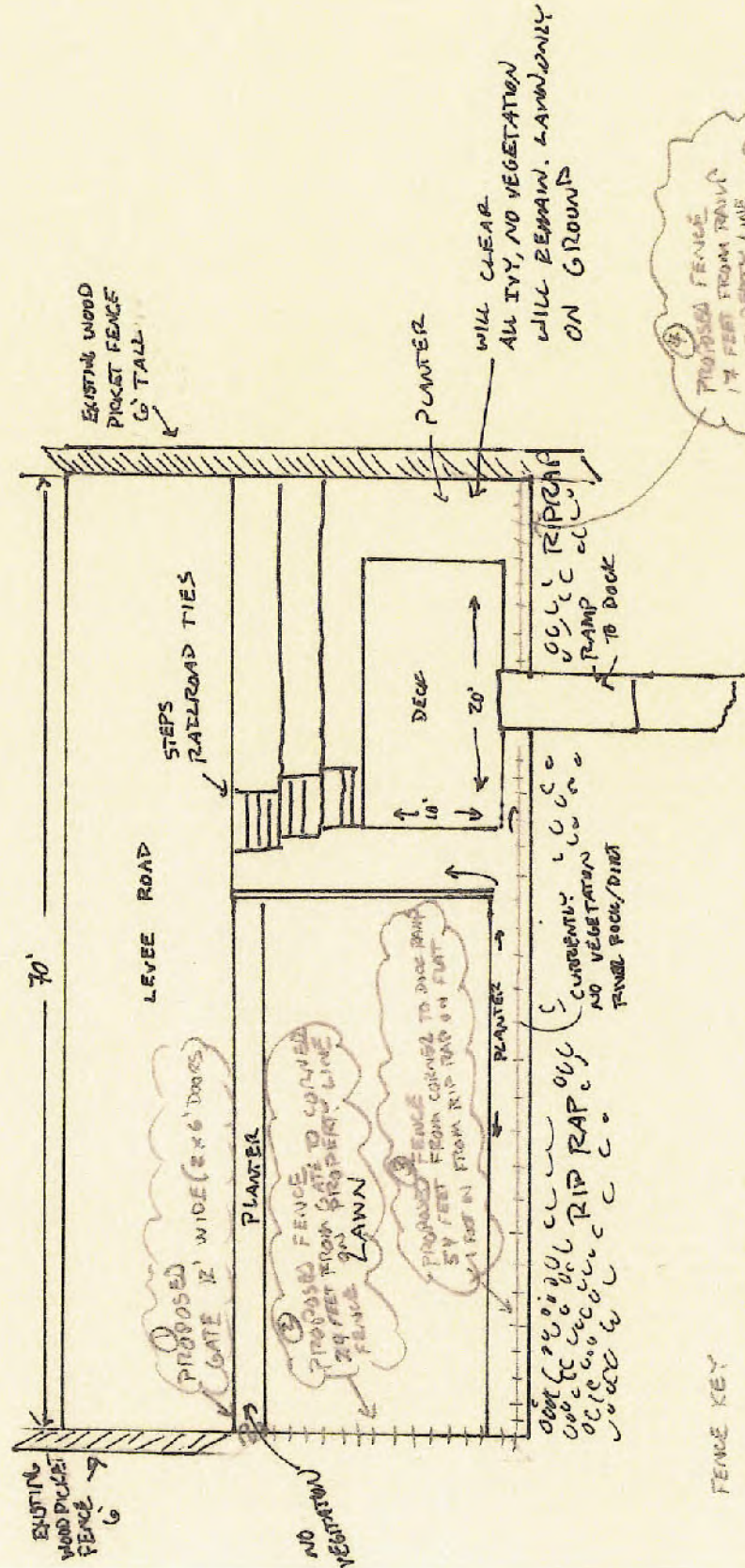
Conditions:

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

SEE ATTACHED ADDITIONAL CONDITIONS. IF BOX CHECKED ON FRONT PAGE

3. _____
4. _____
5. _____
6. _____
7. _____

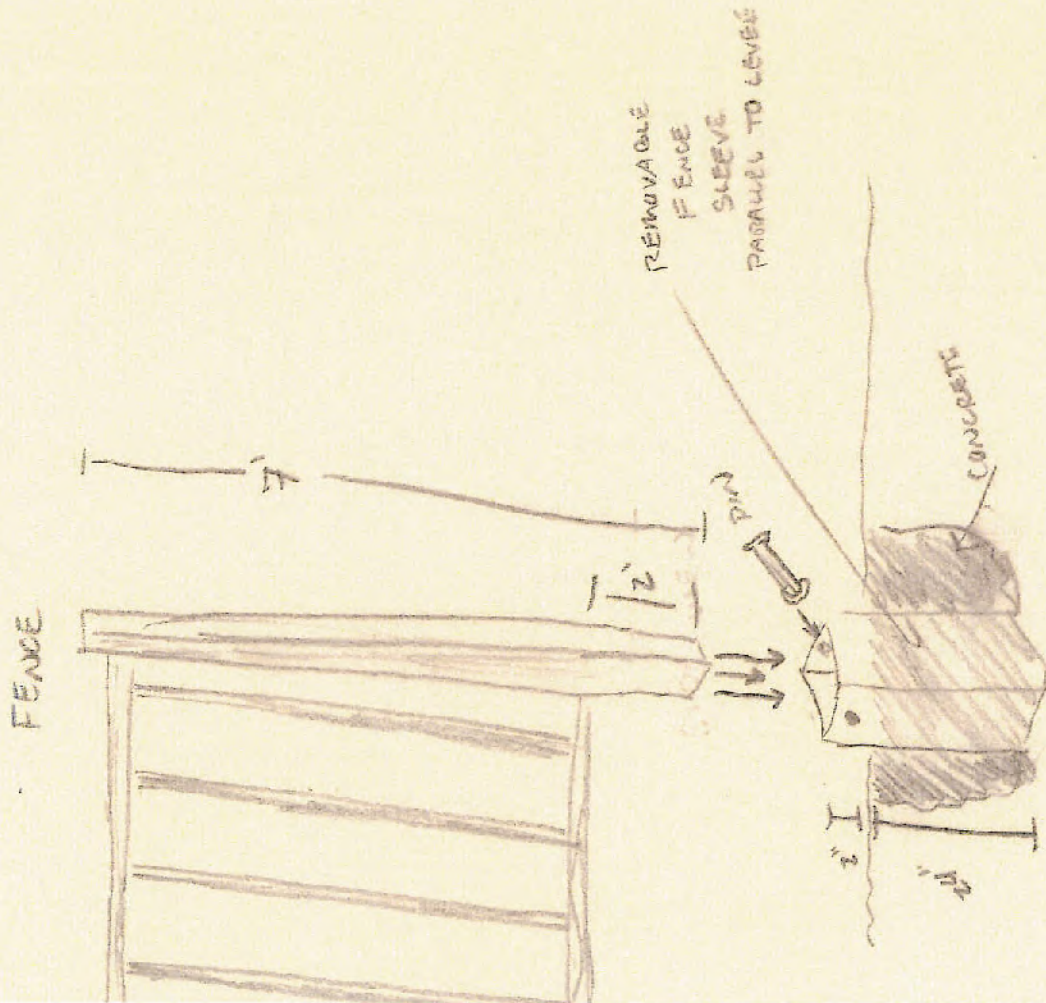
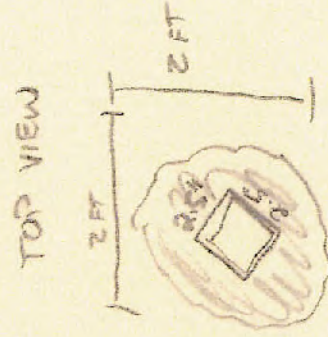
RICHARD A. KEMP
 02 MAYWELL L. ENONG-KEMP
 LOT 402
 8834 14 MILE DRIVE



PROPOSED FENCE
 17 FEET FROM TRAIL
 TO PROPERTY LINE
 1 FOOT IN FROM TRAIL MAP

- FENCE KEY
- PROPOSED FENCE HHHH
- PROPOSED GATE AAA
- PIECES USED
- 1 2x6 4'x6' PLAIN DECORATIVE METAL FENCE
 - 2 1x5 5'x4' PLAIN DECORATIVE METAL FENCE
 - 3 2x5 5'x8' PLAIN DECORATIVE METAL FENCE
 - 4 6x5 5'x8' PLAIN DECORATIVE METAL FENCE
 - 5 1x5 5'x6' PLAIN DECORATIVE METAL FENCE
 - 6 2x5 5'x8' PLAIN DECORATIVE METAL FENCE

FENCE CROSS
SECTION FOR
FENCE PARALLEL
TO LEVEE



ALL FENCE

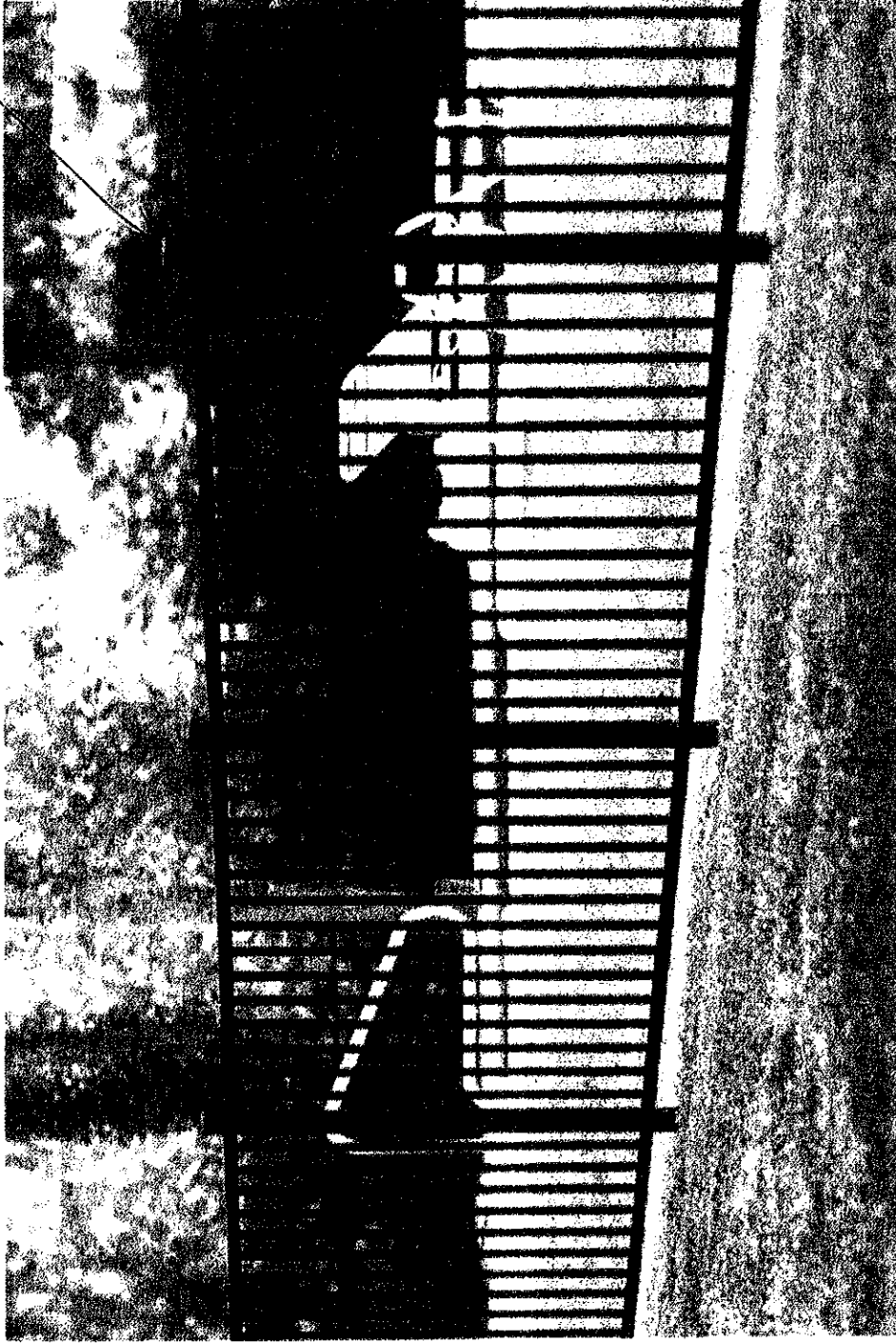
POSTS

2" x 2" x 7'*

*NOTE

HEIGHT 2' INTO GROUND
5' ABOVE
GROUND

* ALL FENCE SECTIONS 8' x 2" x 5'



* SPECIAL NOTE

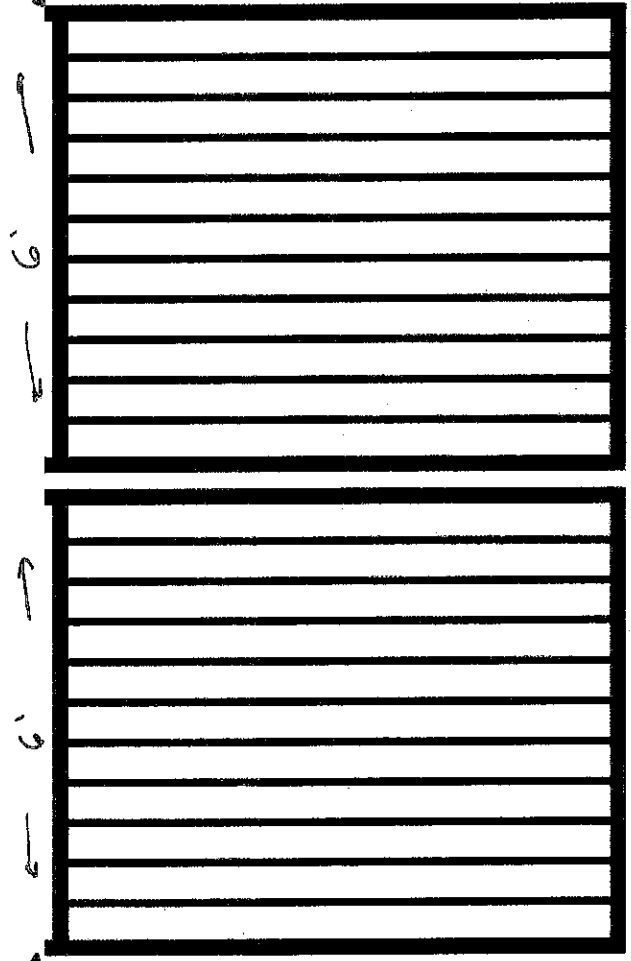
2 x SPECIAL CUT FENCING SECTIONS
ARE ROUGHLY ~~2"~~

4' x 2" x 5'
6' x 2" x 5'

LEVEE ROAD GATE

206 x 2" x 4'

1.75" - 2" TUBING



REMOVABLE FENCE POST SOCKET
ALONG SIDE PARALLEL TO LEVEE

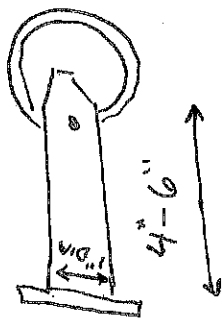
RETAINING
PIN HOLE

2.5" x 2.5" x 26"

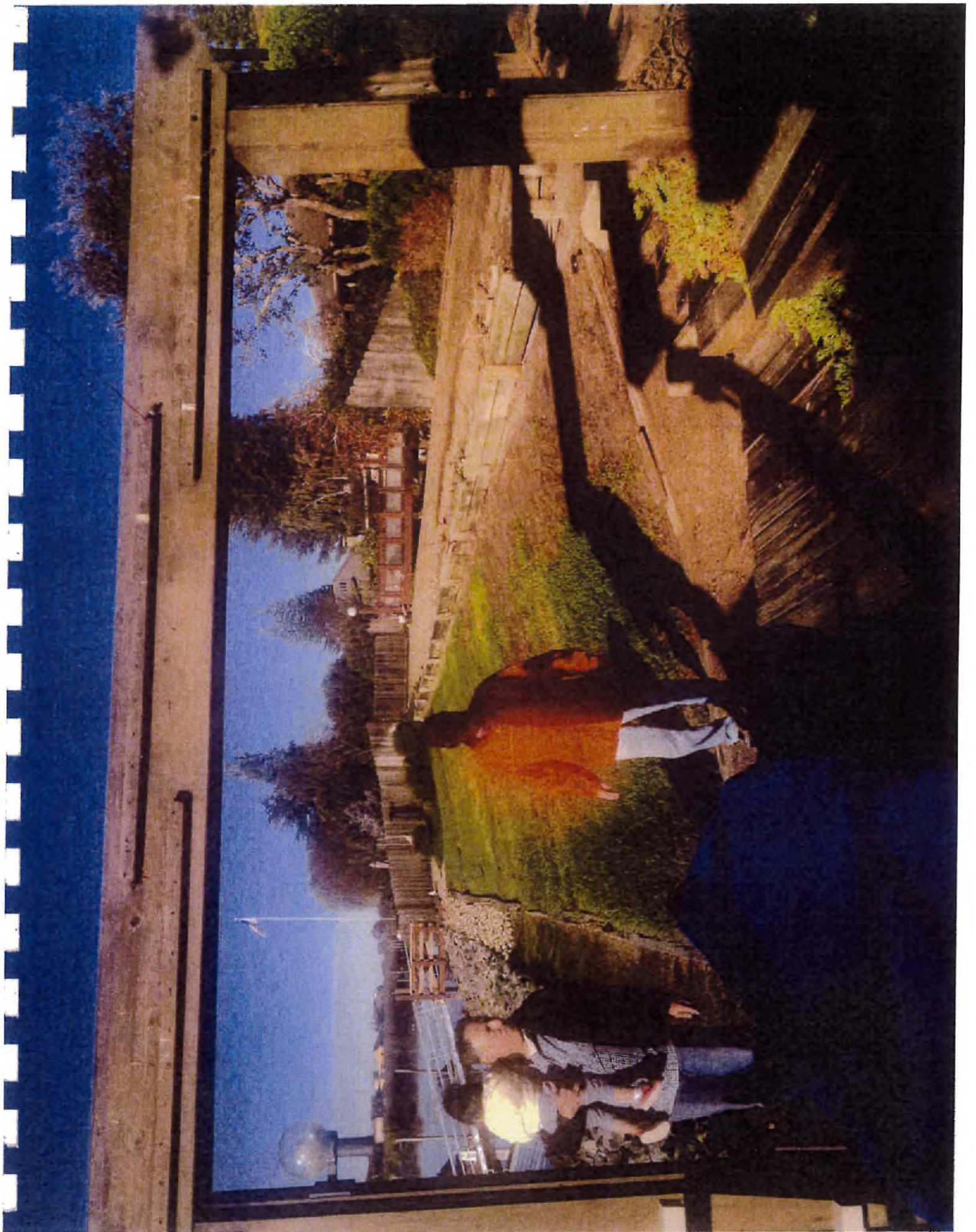
NOTE: 24" IN GROUND
2" ABOVE GROUND
WITH PIN HOLE
FOR RETENTION

PIN HOLE

RETAINING PIN
FOR FENCE POST REMOVAL



F









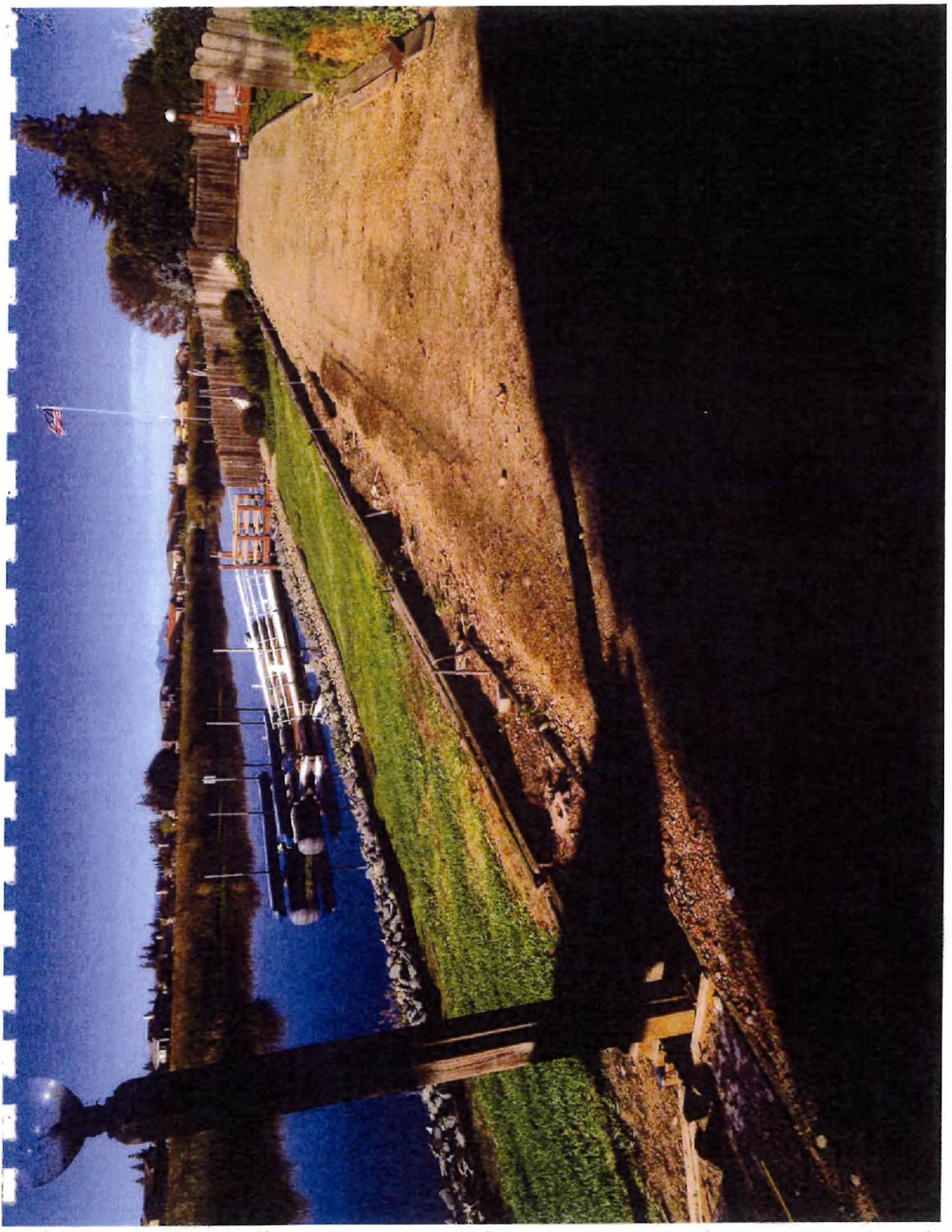


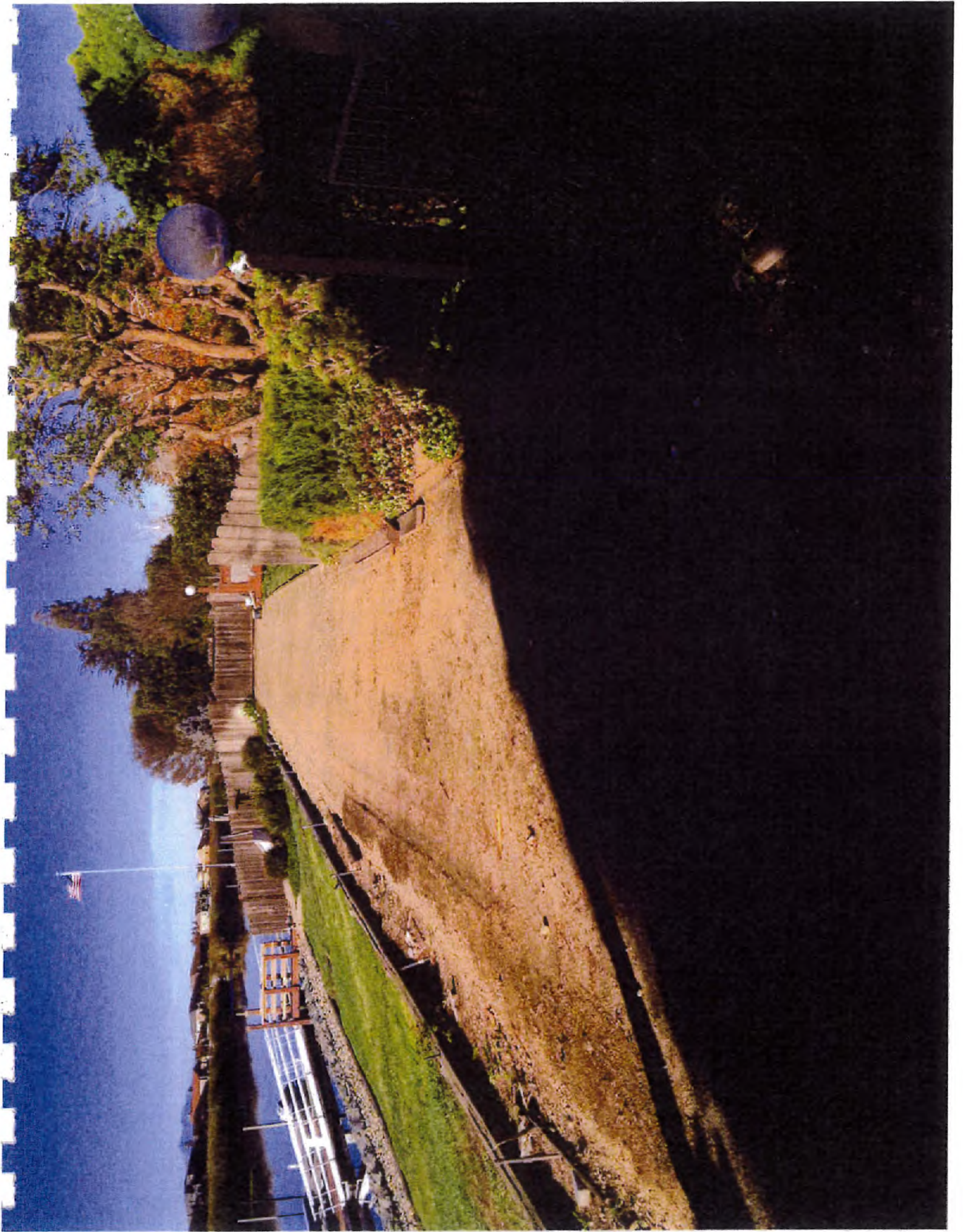






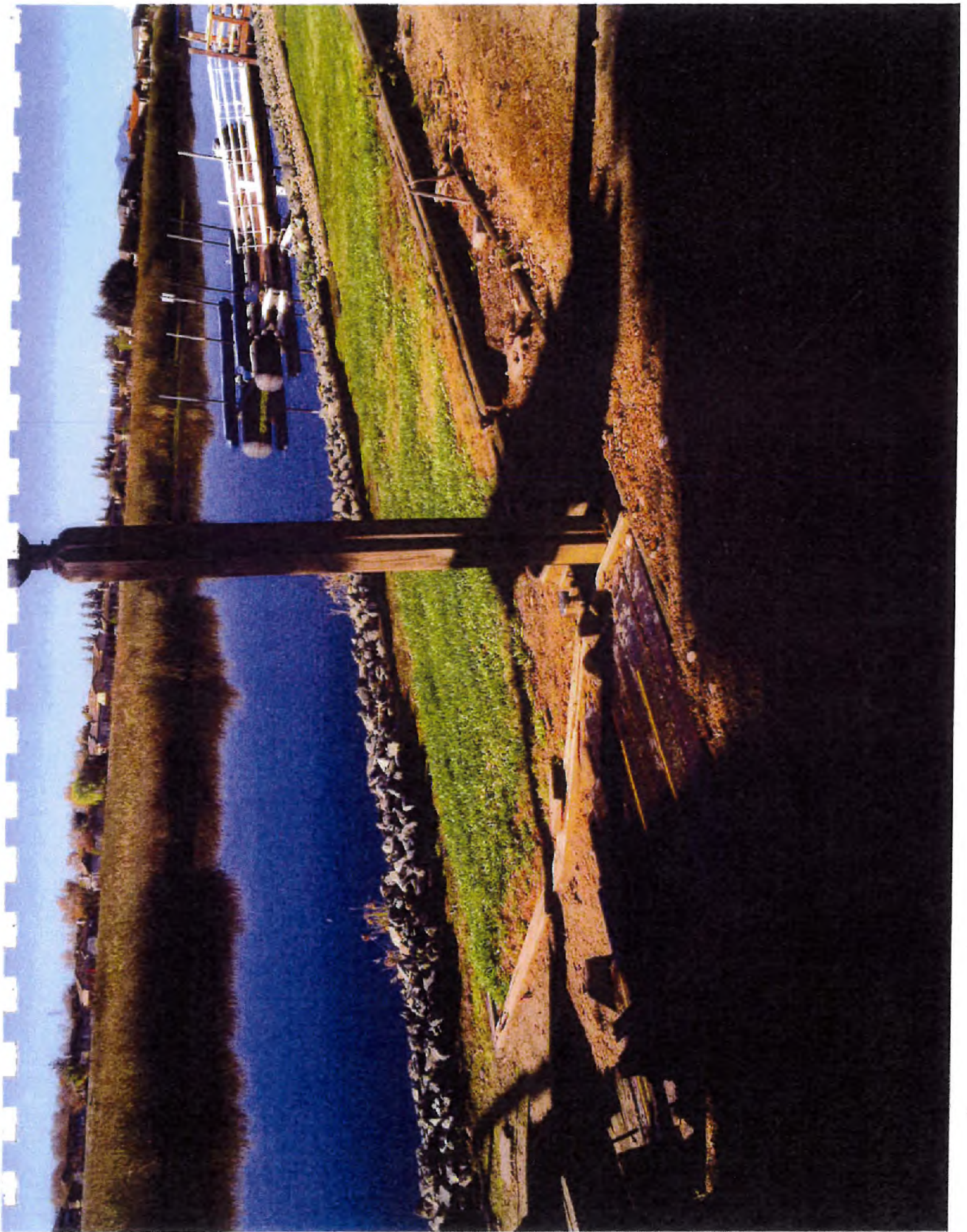


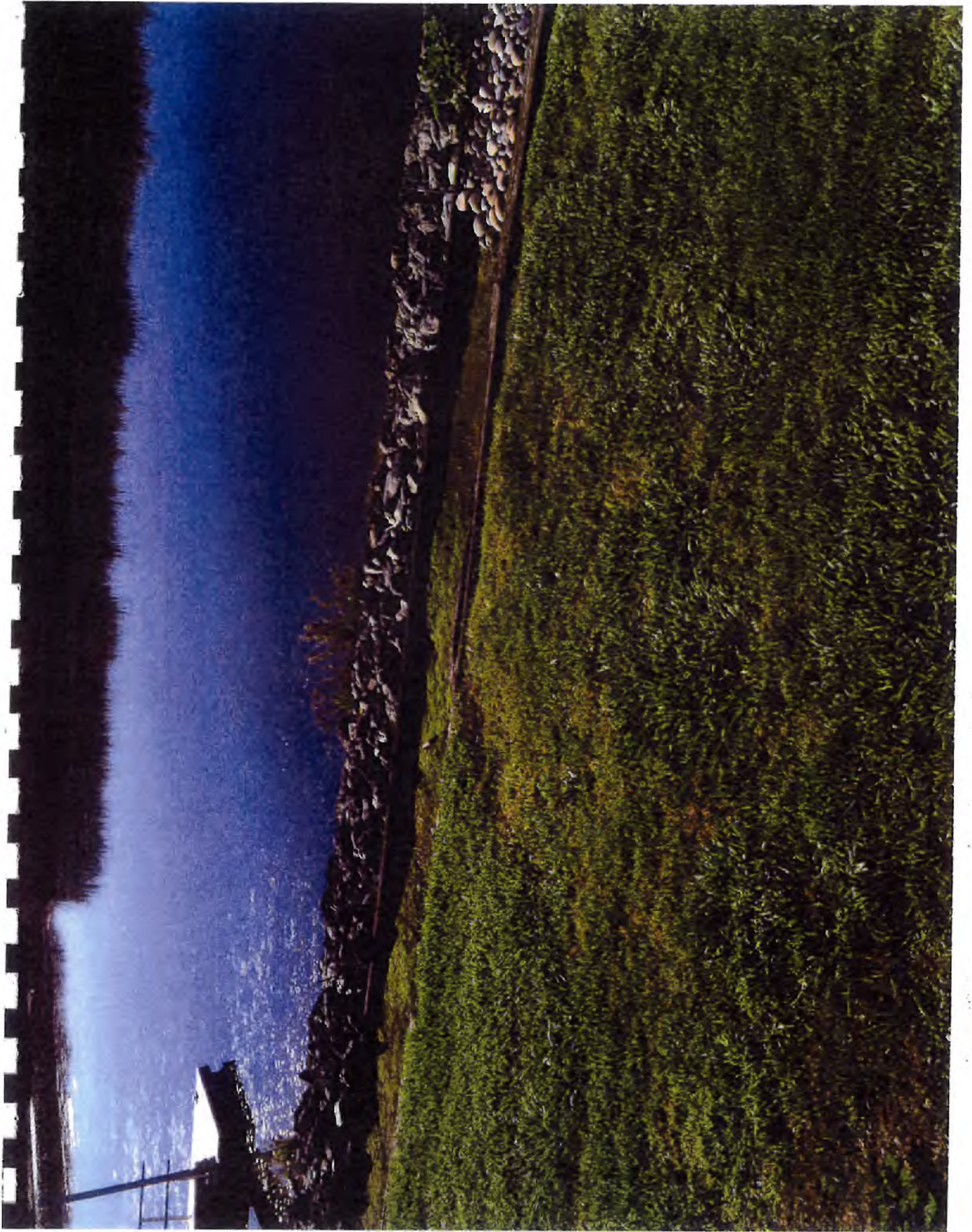










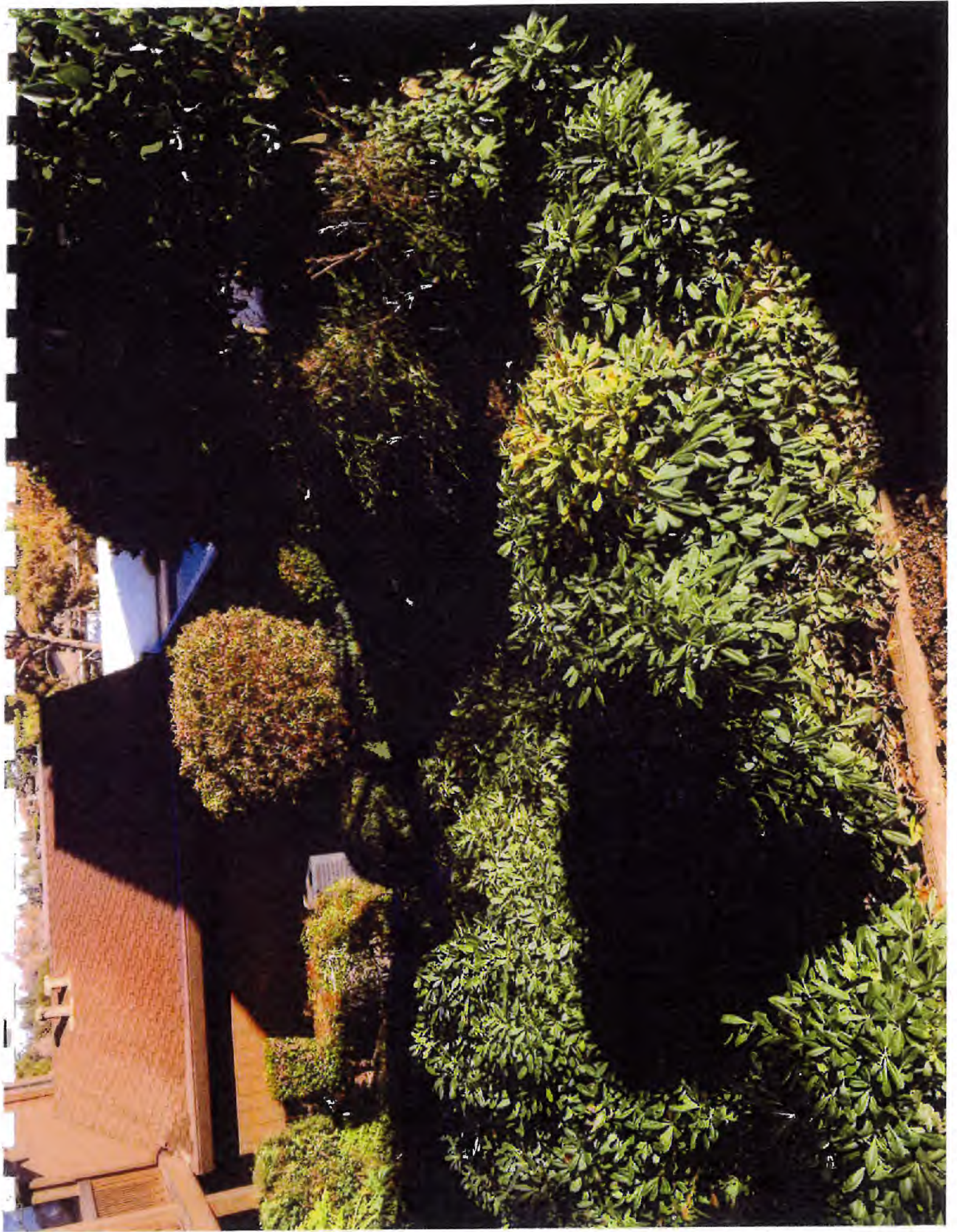




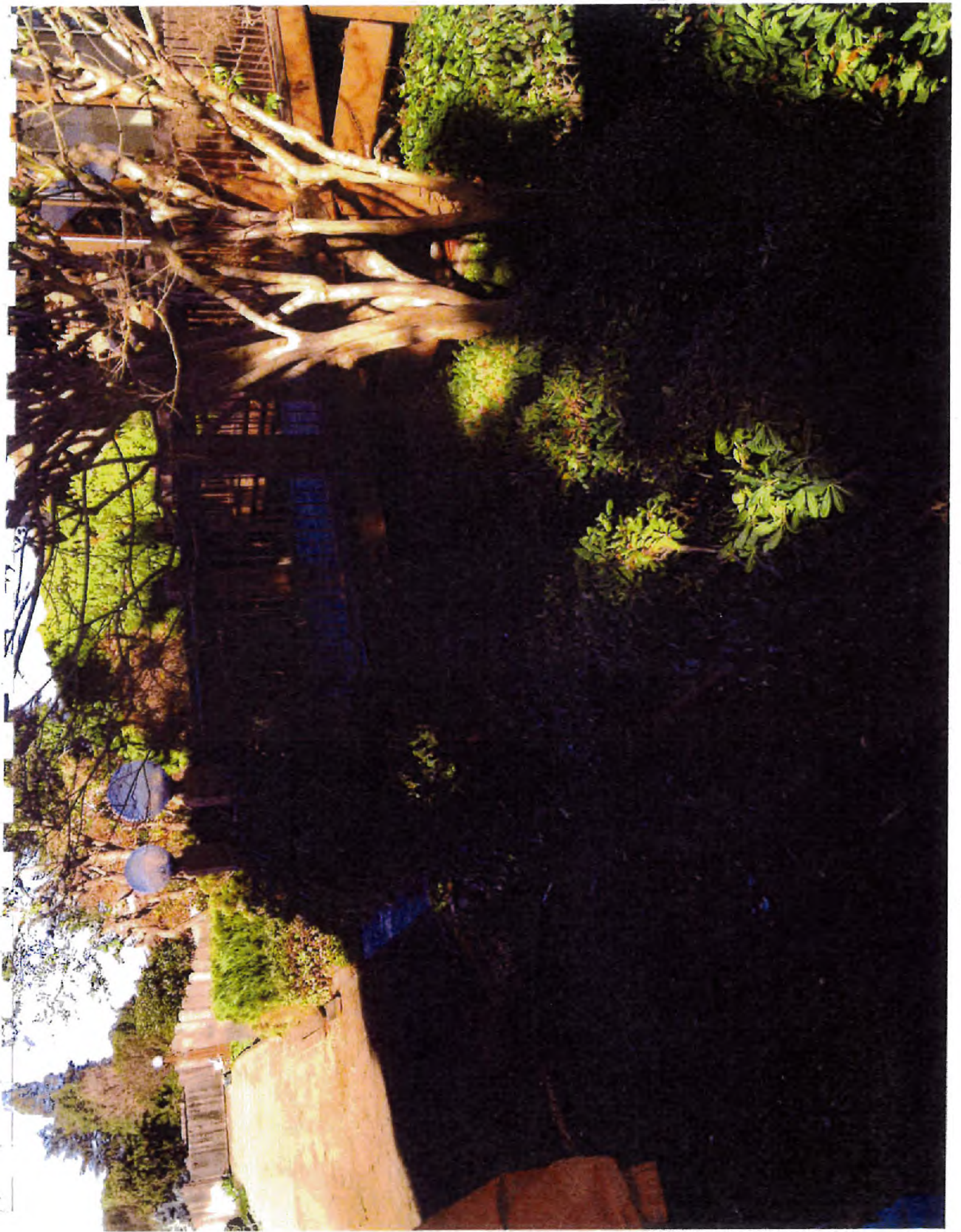




















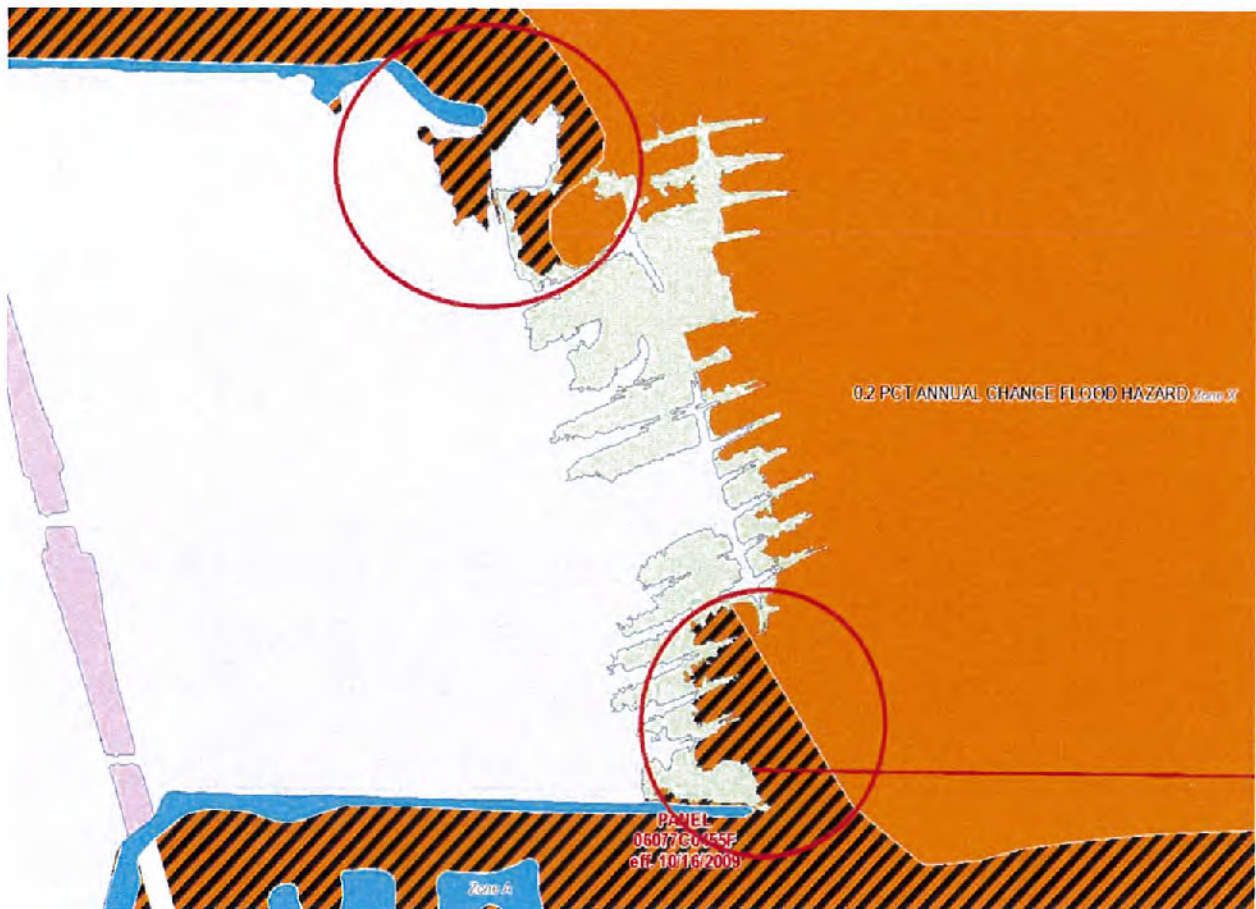


G

RD1608 LVW LOMR December '17 Update

An inquiry was made to FEMA as to the status of the LOMR. The case manager informed us that they will process and the LOMR and attachments over the next few weeks with anticipation of a formal response to follow.

New Year Update: FEMA has responded with an additional comment asking for clarification regarding the Zone X tie in to the "Without Levee" analysis. KSN will respond to the request this week and will request a LOMR Status Update with this submission.



H

RD1608 2017: Sedimentation Removal Project December '17 Update

TASK 1: PROJECT MANAGEMENT & DESIGN

TASK BUDGET STATUS: \$20,415 (30% of task budget)

PM:

- Coordination & Meetings
 1. Coordination with AWR re: Permitting information needs.
 - i. AWR inquired about an in-water Biological Assessment (BA) in support of the Notice of Intent (NOI) to dredge. KSN coordinated subs AWR and Moore Bio to determine project needs. The in water assessments have been completed and the reports are being prepared for inclusion in the permit documents.
 2. Coordination with Environmental Subs for Biological Assessment of the dredge area.
 - i. KSN supported subs by scheduling, providing background information, and supplying a boat and driver.
 3. Preparation of Project Description and Environmental Exhibits.
 - i. Assisted with the development of the Project Description and coordinated consistent language among the team for upcoming reports and permits.

Design:

- Prepared Exhibits in support of the Project Description.

TASK 2: SURVEY & MAPPING

TASK BUDGET STATUS: \$10,715 (18% of task budget)

- Survey support consisted of manning the boat for the Biological Assessment

TASK 3: ENVIRONMENTAL ASSESSMENTS & DOCUMENTATION

TASK BUDGET STATUS: \$17,958 (21% of task budget)

- Environmental subs visited the project site and performed a field survey by boat on 12/8/2017. The field survey was conducted to look for special-status fish and sensitive plants within the project area which could be adversely affected by project activities. The data gathered by the environmental subs will support the Biological Assessment (BA) by mapping and describing the locations, types, and approximate extent of sensitive resources. The prepared BA will be submitted for Section 7 consultation with NMFS and USFWS, as well as support the permitting process, NOE and CEQA review (dual path).
- Project Biologist anticipates completion of the BA by 1/31/18

TASK 4: DREDGING OPERATIONS SUPPORT & PERMITTING

TASK BUDGET STATUS: \$65,266 (34% of task budget)

Permitting:

- AWR efforts consist of preparation of permits and supporting documents.
- Permits currently compiling consist of the following:
 1. USACE Section 404: We will be submitting this permit under the nationwide permit program #35 maintenance dredging of existing basins. Once the Biological Assessment Report is complete this information will be included as an attachment to the permit and submitted.
 2. Water Board Section 401: We have prepared a document that proposes to dredge under the existing General Order (WDR-R5-0085) that will be submitted to the Water Board in support of a Water Quality Certification. This document was recently revised per our discussion to include

the Windmill Cove South placement site as an alternative placement site and should be ready to submit in the first quarter of 2018.

3. CDFW Section 1602 Streambed Alteration Agreement: The permit application is completed. Once the Biological Assessment Report is complete this information will be included as an attachment to the permit and submitted.
- Preparation of the Draft Project Description

TASK 5: CONSTRUCTION MANAGEMENT & DREDGING

TASK BUDGET STATUS: \$0 (0% of task budget)

No Activity

I



California Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Bay Delta Region
7329 Silverado Trail
Napa, CA 94558
(707) 944-5500
www.wildlife.ca.gov

EDMUND G. BROWN, Jr., Governor
CHARLTON H. BONHAM, Director



December 5 2017

Chris Neudeck
Reclamation District 1608
711 N Pershing Ave.
Stockton, CA 95203

Dear Mr. Neudeck,

CHRIS

Final Lake or Streambed Alteration Agreement, Notification No. 1600-2017-0446-R3, 14-mile Slough, 5-mile Slough; Routine Maintenance Agreement

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Lincoln Village West Routine Maintenance Agreement. Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW determined your Project is exempt from CEQA and filed a Notice of Exemption (NOE) on the same date it signed the Agreement.

Under CEQA, the filing of an NOE triggers a 35-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this letter, please contact Ms. Kalia Schuster, Environmental Scientist at (209) 234-3446 or by email at Kalia.Schuster@wildlife.ca.gov

Sincerely,

James Starr, Environmental Program Manager

cc: California Department of Fish and Wildlife

Kalia Schuster, Environmental Scientist
Bay Delta Region
kalia.schuster@wildlife.ca.gov

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
BAY DELTA REGION
7329 SILVERADO TRAIL
NAPA, CALIFORNIA 94558
(707) 944-5520
WWW.WILDLIFE.CA.GOV



STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2017-0446-3
14-mile Slough/5-mile Slough

RECLAMATION DISTRICT 1608
c/o CHRIS NEUDECK
711 N. PERSHING AVE.
STOCKTON, CA 95203
ROUTINE MAINTENANCE AGREEMENT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Reclamation District (RD) 1608 (Permittee); as represented by Chris Neudeck.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) Section 1602, Permittee notified CDFW on 09/21/2017 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC Section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The project is located on the levees of Reclamation District 1608, Lincoln Village West. Located on 5-Mile Slough and 14 Mile Slough. USGS Quads: Lodi South and Stockton West.

PROJECT DESCRIPTION

The project is limited to any routine maintenance activity including, but not limited to, any maintenance activity that is funded by the Delta Levees Program (Program) or its successor, described in Section 12987 of the Water Code.

In brief summary, activities which are considered "routine" include: clearing of debris and vegetation from water and flood control devices, repair of existing water control devices, repairing levees and adding riprap, vegetation control, removal of encroachments, rodent control, and repairing and shaping levee crowns and patrol and access roads. Routine maintenance does not include any new work other than described above. Routine maintenance does not include the removal of or damage to living riparian vegetation except as permitted below.

This 1602 Agreement consists of the Agreement, project impacts, administrative measures and list of authorized maintenance activities.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another State, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, State, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement and Permittee will provide the necessary safety equipment required to enter the site.

2. Avoidance and Minimization Measures

Permittee shall comply with the requirements of Section 12987 of the Water Code in performing any maintenance activities covered by this Agreement that is funded by the Program or its successor. Among other requirements, Section 12987 of the Water Code provides that maintenance activities funded by the Program shall be consistent with a net long-term habitat improvement program and have a net benefit for aquatic species in the Delta.

The following conditions are meant to avoid and/or minimize adverse impacts to fish and wildlife resources identified above and do not authorize take by Permittee. Permittee shall implement each measure listed below.

- 2.1 Only those activities specifically mentioned within this Agreement and in Attachment A may be conducted under this 1602 Agreement.
- 2.2 Permittee shall submit separate written notification pursuant to Code Section 1602 (Form FG 2023 and FG 2024), together with the required fee prescribed in the CDFW LSAA fee schedule, and otherwise follow the normal notification process prior to the commencement of maintenance activities in all cases where:
 - 2.2.1 The proposed activities do not meet the routine maintenance criteria or are substantially modified from the activities described in this Agreement.
 - 2.2.2 Activities will occur at a location where CDFW advises Permittee that conditions affecting fish and wildlife resources on the site have substantially changed or such resources would be adversely affected by the proposed maintenance

activity.

2.2.3 The proposed activities would adversely impact a State of California (State) or federally listed rare, threatened, endangered or candidate species or its habitat.

2.3 CDFW may review any maintenance activities submitted and/or may require that additional conditions be applied to specific activities and amended into this 1602 Agreement with the agreement of both parties.

2.4 Prior to performing bank stabilization activities on natural, unarmored levee sections (including the placement of rip rap), Permittee shall contact CDFW and may need to obtain a separate, project-specific Streambed Alteration Agreement from CDFW, pursuant to Section 1602 of the Fish and Game Code. CDFW recommends that Permittee also notify the U.S. Fish and Wildlife Service (USFWS) to evaluate potential impacts to critical habitat, pursuant to the Endangered Species Act of 1973, as amended (ESA) (16 U.S.C. 1531 et seq.).

2.5 All activities to repair levees and add supplemental riprap to stabilize minor slipouts, erosion, or subsidence of the levee section or to place rip rap onto existing rip rap below the waterside hinge point authorized under this Agreement shall be confined to the period of August 1 to November 30.

2.5.1 The work period specified in this subsection is consistent with the "California Department of Fish and Game's In-Channel Project Review Guidelines for the Protection of Delta Smelt, Winter-Run Chinook Salmon, and Spring-Run Chinook Salmon in the Sacramento-San Joaquin Estuary" (hereinafter "the guidelines"). CDFW may modify the work period specified in this subsection at any time if it determines such action is necessary to protect California Endangered Species Act (CESA) or federal ESA endangered, threatened, or candidate fish species or other fish species based on information contained in any new or revised guidelines that are published after the effective date of this Agreement. CDFW shall provide Permittee with any new or revised guidelines after they are published.

- 2.6 Repairing of levees and adding supplemental riprap to stabilize minor slipouts, erosion, or subsidence of the levee section shall be limited to up to 100 linear feet at any work location, not to exceed 1,200 linear feet per year. Reclamation districts with more than 8.8 miles of levees, the total linear feet allowed shall be 136.36 linear feet times the number of miles of levee. This can include repair or replacement of existing bank protection materials with clean quarry rock, and replacement of concrete slope paving and channel lining, pipe and weir revetments, articulated concrete mats, and similar materials (asphalt, tires, or materials that contain creosote shall not be utilized). In completing any repair work authorized under this condition, Permittee shall minimize the excavation and placement of earthen fill.
- 2.7 Permittee shall allow any fish or wildlife it encounters during the course of maintenance activities authorized by this Agreement to leave the work area unharmed. This Agreement does not allow for the take or disturbance of any State or federally listed species.
- 2.8 Take of individual raptors and migratory birds, their nests, and eggs and the nests and eggs of any other bird species is prohibited under FGC Sections 86, 3503, 3503.5, and 3513.
- 2.9 If authorized maintenance activities have the potential to disturb or destroy active nests during the nesting season of protected raptors (February 15 to August 15), a preconstruction survey for active nests shall be conducted at the work site and out to 1320-feet. Preconstruction surveys will be conducted by a CDFW approved biologist within 15 days prior to the beginning of authorized maintenance activities. Prior to initiating authorized activities, the results of the survey shall be submitted to Kalia Schuster at kalia.schuster@wildlife.ca.gov, or faxed to 707-944-5553, Attn: Delta Levees Program. Refer to Notification Number 1600-2017-0446-3 when submitting the survey to CDFW. If active nests are found, Permittee shall consult with CDFW to establish appropriate nest buffers and/or avoidance measures prior to initiating activities. If a lapse in project-related activities of 15 days or longer occurs, another focused survey shall be conducted as described above.
- 2.10 Western Burrowing Owls may be present in the work area. Avoidance of take of individual Burrowing Owls, their nests, and eggs is currently mandated under Fish and Game Code Sections 86, 3503, 3503.5 and 3513. CDFW recommends that Permittee follow

the 2012 Staff Report on Burrowing Owl Mitigation in order to reduce the chance of adversely impacting Burrowing Owls if they are thought to be present at the maintenance site. A copy of the guidelines can be found at:

<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83843>

Occupied habitat includes areas Burrowing Owls may use for breeding/nesting (February 1 to August 31), wintering (September 1 to January 31), foraging, and/or migration stopovers. Occupancy of suitable Burrowing Owl habitat can typically be verified by an observation of at least one Burrowing Owl, or alternatively, its molted feathers, cast pellets, prey remains, eggshell fragments, or excrement, and/or loose soil near the burrow entrance.

- 2.11 In order to protect nesting birds and other breeding wildlife species, all herbicides, other than those used to control Giant Reed (*Arundo donax*), shall be applied from July 1 through March 1. All herbicides used shall be approved by the California Department of Pesticide Regulation and applied according to the product label instructions. Permittee is responsible for maintaining its herbicide use records for ensuring herbicide use and timing is consistent with any federal, State, or local regulations. No soil sterilants may be used except to control Giant Reed (*Arundo donax*).
- 2.12 In order to protect nesting birds and other breeding wildlife species, mowing, discing, burning, cutting, including any removal of branches, stems, and shoots of grasses, weeds, brush, berry vines, and shrubs shall be completed between July 1 and March 1. If Burrowing Owls occupy the area, timing of these activities shall be conducted as per Condition 2.09 above.
- 2.13 Western Pond Turtles (WPT) may be present in the project area. If a WPT is observed, it should be left alone to move out of the area on its own. Permittee shall exercise measures to avoid direct injury to WPT, as well as measures to avoid areas where they are observed to occur.
- 2.14 Giant Garter Snakes (GGS), a federal- and State-listed threatened species, may be present in the project area. If a GGS is encountered during project activities, all activities will cease until the snake moves out of the area on its own. Vehicles driven to the project site shall maintain a 15 mile an hour speed limit throughout project area, and drivers will be informed to watch for snakes and

avoid running over them. If a GGS is found during project activities, Permittee shall notify CDFW and USFWS immediately.

- 2.15 Sensitive plant species which may occur in the area include, but are not limited to, Suisun Marsh Aster, California Hibiscus, Mason's Lilaopsis, Delta Mudwort, and Delta Tule Pea. If any sensitive plant species are found in the project area, they will be flagged and avoided during routine maintenance activities. If these species cannot be avoided, Permittee shall contact CDFW for the appropriate avoidance and mitigation measures prior to initiating activities.
- 2.16 No trees with a diameter at breast height (DBH) in excess of 2-inches shall be removed or damaged without prior written approval from CDFW. If there is no feasible alternative to tree removal, trees with trunks less than 2-inches in diameter at 48-inches above the ground may be removed. When trees of this size are removed, the root system shall be left undisturbed. If trees with trunks over 2-inches in diameter at 48-inches above the ground are to be removed, CDFW shall be notified prior to removal and, if CDFW deems necessary, Permittee shall obtain a separate Streambed Alteration Agreement pursuant to Section 1602 of the Fish and Game Code.
- 2.17 Permittee **may not** remove or damage any Blue Elderberry plants under this Agreement.
- 2.18 Permittee may prune tree branches up to 48-inches above the ground. Branches and limbs extending over the water shall not be pruned to avoid potential impacts to shaded riverine aquatic (SRA) habitat.
- 2.19 Rodent control shall be limited to the use of first generation anticoagulant rodenticide (FGAR) bait stations only, including rodenticides placed in bait tubes or bait boxes to avoid impacts to Western Burrowing Owls and other non-target wildlife. The use of fumigants is not authorized within this Agreement.
- 2.20 If listed plant or animal species, or suitable habitat for listed species, are expected or known to occur in the work area, a qualified, CDFW-approved, biologist with the ability and knowledge to identify listed plant and animal species and their habitat shall conduct pre-construction surveys within 7 days of commencing maintenance activities. If listed plant or animal species are located during surveys

at the project site, Permittee shall not conduct the project under this 1602 Agreement and shall notify CDFW for a separate 1602 Agreement.

- 2.21 Nothing in this Agreement shall constitute compliance by Permittee with CESA or the federal ESA. In the event that Permittee, in performing any maintenance activities authorized under this Agreement, has the potential to take a listed species, Permittee shall comply with CESA and/or ESA and shall notify CDFW for a separate 1602 Agreement as described above.
- 2.22 Nothing in this Agreement authorizes Permittee to take any fully protected species. The take of such species is prohibited by Sections 3511, 4700, and 5050 and 4700 of the Fish and Game Code.
- 2.23 Permittee shall be responsible for complying with CEQA (Pub. Resources Code, § 21000 et seq.) for any maintenance activities authorized by this Agreement and must comply with all applicable federal, State, and local laws and regulations.
- 2.24 Debris, soil, silt, bark, tree or vegetation trimmings, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous or deleterious to aquatic life, shall not be left or stored where it could be washed back into the channel or where it will cover aquatic or riparian vegetation. Equipment shall be stored in areas that any possible contamination from the equipment would not flow or be washed back into the channel. All debris shall be disposed of properly. Best management practices shall be employed to accomplish these requirements.
- 2.25 Permittee or its contractors shall not dump any litter, tree or vegetation trimmings, or construction debris within the riparian/stream zone. All such debris and waste shall be removed from the worksite daily and properly disposed of at an appropriate disposal site.
- 2.26 Permittee shall not stockpile or store construction material where it could be washed into the waterway or where it could cover aquatic or riparian vegetation.

- 2.27 Freshly poured concrete for maintenance activities shall be isolated from flowing water for a period of 28 days. Commercial sealants may be applied to the poured concrete surface where difficulty in excluding water flow for a long period may occur. If sealant is used, water shall be excluded from the site until the sealant is dry, typically for a minimum of 7 days.
- 2.28 Permittee shall restrict all construction activities to periods of dry weather and construction activities shall be timed with awareness to precipitation forecasts. Permittee shall cease all construction activities and implement appropriate erosion control measures where necessary, prior to storm events.
- 2.29 If, in the opinion of CDFW, conditions arise or change in such a manner as to be considered deleterious to the stream, fish or wildlife, operations shall cease until corrective measures, approved by CDFW, are taken.

3. Compensatory Mitigation Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided and/or minimized, Permittee shall implement each measure listed below.

- 3.1 Impacts to riparian forest (trees 20-feet in height or greater) will require replacement at a mitigation ratio of 3:1 by acreage; scrub-shrub (trees and shrubs less than 20-feet in height) will require replacement at a mitigation ratio of 2:1 by acreage; freshwater marsh will require replacement at a mitigation ratio of 1:1 by acreage; and shaded riverine aquatic (SRA) habitat will require replacement at a mitigation ratio of 1:1 by linear feet. The mitigation will be completed in a manner and at a site subject to the approval of CDFW.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Permittee shall provide CDFW's Bay Delta Region an annual written report of each category of maintenance activities, as listed in Attachment A, performed during the previous fiscal year (July 1 to June 30), along with the appropriate fee determined from the CDFW Streambed Alteration Agreement Fee Schedule for work performed

under this Agreement, based upon the number of categories of activities performed in the reporting period. The current fee schedule can be found at <http://www.dfg.ca.gov/habcon/1600/forms.html>. Reports are due November 1. Reports shall be submitted to CDFW as listed below under Contact Information. If these fees or reports are not received by CDFW by November 1, CDFW may submit a written request for submission of these fees or reports. If the fees or reports are not received by CDFW within 30-days of submission, CDFW may terminate this Agreement. Reports shall include, at a minimum:

- 4.1.1 The activity location (by waterbody name and levee station).
 - 4.1.2 A brief description of each activity performed.
 - 4.1.3 Estimates of the extent of maintenance activities performed, including the length and width of the work areas.
 - 4.1.4 A map showing where activities were performed and where photographs were taken.
 - 4.1.5 Photographs of the maintenance work.
 - 4.1.6 Any difficulties with adhering to the conditions of this Agreement.
 - 4.1.7 Reference to this Agreement by title and notification number 1600-2017-0446-3.
- 4.2 Permittee shall include, with the annual report described above, written notification of **proposed** routine maintenance activities, by category, for the upcoming fiscal year. This notification shall include an estimate and description of each activity by levee station location, and the extent including the length and width of the work areas. Each annual notification of proposed and completed maintenance activities shall be added to this 1602 Agreement as Attachment B-year (B-2013, B-2014, etc.) by CDFW.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:
Reclamation District 1608
Chris Neudeck
711 N. Pershing Ave.
Stockton CA 95203

To CDFW:
California Department of Fish and Wildlife
Bay Delta Region
7329 Silverado Trail
Napa, California 94558
Attn: Lake and Streambed Alteration Program – Kalia Schuster
Notification #1600-2017-0446-3
Fax (707) 944-5553
kalia.schuster@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, State, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC Sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with FGC Section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (FGC, § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be:
1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under CEQA; and 3) after payment of the applicable FGC Section 711.4 filing fee listed at:

<http://www.dfg.ca.gov/habcon/1600/forms.html>.

TERM

This Agreement shall expire on 12/31/2021 unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to

protect fish and wildlife resources after the Agreement expires or is terminated, as FGC Section 1605(a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

- A. Definition of Terms and Authorized Maintenance Activities
- B. Permittee's Annual Report of Completed and Proposed Annual Maintenance Activities

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

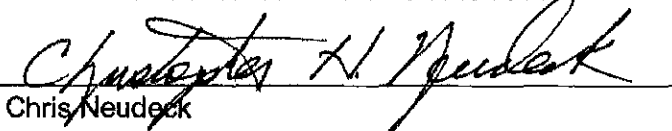
AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with FGC Section 1602.

CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

FOR RECLAMATION DISTRICT NO. 1608

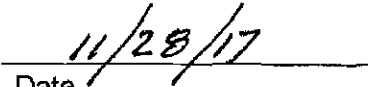


Chris Neudeck

District Representative

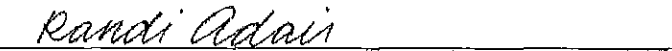
Reclamation District 1608

Lincoln Village West



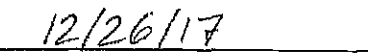
Date

FOR DEPARTMENT OF FISH AND WILDLIFE



for James Starr

Environmental Program Manager



Date

Prepared by: Kalia Schuster
Environmental Scientist

Date Prepared: 11-20-2017

ATTACHMENT A
DEFINITION OF TERMS AND AUTHORIZED MAINTENANCE ACTIVITIES

Definition of terms as used herein and for purposes of the Agreement

- A. Emergency means: an emergency as defined in section 21060.3 of the Public Resources Code.
- B. Encroachment means: a building, equipment item, or other physical structure that compromises the integrity of a levee and hinders the District's ability to maintain the levee.
- C. Fiscal Year means: the period from July 1 through June 30 of each year.
- D. Fully Protected Species means: those species identified in state statutes or regulations as being fully protected, including, but not limited to, those species listed in sections 3511, 4700, 5050, and 5515 of the Fish and Game Code.
- E. Listed Species means: any plant or animal species that is listed as an endangered, a threatened, or a candidate species under the California Endangered Species Act ("CESA") (Fish & G. Code, § 2050 et seq.) and/or the federal Endangered Species Act ("ESA") (16 U.S.C. § 1531 et seq.).
- F. Maintenance Project or Maintenance Activity means: any levee maintenance work specified in "Authorized Maintenance Activities" below, from the waterside edge of crown (hinge point) of the levee waterward, including the entire levee waterside slope, the waterside toe of the levee, and the open-water areas of the channel adjacent to the waterside toe of the levee.
- G. Mean High Water means: the arithmetic mean of the daily high water levels over an extended period of time.
- H. Reclamation District 1608 or District means: Reclamation District 1608 or the District's employees, representatives, or agents.
- I. Routine Annual Maintenance means: any levee maintenance activities performed on a regular or ongoing basis during the fiscal year as part of the District's levee maintenance program.
- J. Special Status Species means: those plant or animal species defined as endangered, rare, or threatened in section 15380 of title 14 of the California Code of Regulations (also known as the CEQA Guidelines).
- K. Take means: to hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill.

**Authorized Maintenance Activity Categories
(Activities Subject to Current Fee Schedule*)**

***As of January 1, 2014, the Maintenance Activity fee is \$122.75 per Activity Category.
Check the CDFW website for updated fee information *prior to submitting your payment*, as fees are
subject to change**

<http://www.dfg.ca.gov/habcon/1600/forms.html>

Vegetation Management

Control of vegetation, such as weeds, brush, berry vines, and trees, on the waterside slope of levees by mowing, grazing, trimming and/or treating with herbicides approved by the California Department of Pesticide Regulation, provided that the District remove only that amount of vegetation necessary for inspection and maintenance of the levee.

The District may remove fallen or dead (not dormant) trees and shrubs, where they pose an imminent threat to levee integrity.

Burning of trees, shrubs, and berry vines is not permitted within this Agreement. Burning of ruderal species and weeds shall be completed in accordance with all local air quality laws/regulations, including any necessary permit and reporting as required by the applicable counties Air Quality Management District (or equivalent agency).

Any use of chemicals including pesticides and herbicides must be applied according to the product label specifications.

The District may not remove, prune, or apply herbicides to any Blue Elderberry plants under this Agreement.

Debris and Sediment Removal

Removal of flood-deposited woody or herbaceous vegetation and associated debris which significantly reduce channel capacity, provided that the removal does not interfere with the proper functioning of, or otherwise compromise, existing water and flood control devices including, but not limited to, culverts, bridges, and stream flow measuring stations.

Removal of trash, deposits and debris from the levee and berm or bench.

Structure Maintenance and Repair

Cleaning, repairing, raising, modification of (other than by moving or enlarging), and/or replacement of flap gates, discharge pipes, siphons, weirs, drop structures, or other existing water control devices.

Repairing levees and adding supplemental riprap to stabilize minor sljouts, erosion, or subsidence of the levee section. This can include repair or replacement of existing bank protection materials with clean quarry rock, replacement of concrete slope paving and channel lining, pipe and weir revetments, articulated concrete mats, and similar materials, except asphalt, tires, or materials that contain creosote. The armoring of natural banks or unarmored levees is not authorized under this Agreement (see condition 2.4 of the Agreement). In completing any repair work authorized in this subsection, the District shall minimize the excavation and placement of earthen fill.

All work completed pursuant to this section shall be limited to up to 100 linear feet at any work location, not to exceed 1,200 linear feet per year. Reclamation districts with more than 8.8 miles of levees, the total linear feet allowed shall be 136.36 lineal feet times the number of miles of levee.

Removal or modification of encroachments.

Shaping levee crowns to allow them to drain freely.

Repairing and shaping patrol or access roads on levees.

Rodent Control

Extermination of California Ground Squirrels (*Otospermophilus beecheyi*), provided the extermination is conducted in accordance with the Fish and Game Code and any CDFW regulations, and any other applicable laws or regulations, or additional conditions specified herein.

Rodent control shall be limited to the use of first generation anticoagulant rodenticide (FGAR) bait stations only, including rodenticides placed in bait tubes or bait boxes, to avoid impacts to Western Burrowing Owls and other non-target wildlife. The use of fumigants is not authorized within this Agreement. Additional rodenticide use recommendations from the Department of Pesticide Regulation are included on the following page.

Filling of Beaver (*Castor canadensis*) and Muskrat (*Ondatra zibethicus*) dens, provided the filling is conducted in accordance with the Fish and Game Code and any CDFW regulations, and any other applicable laws or regulations.

Recommendations for Rodenticide Use

Bait Station Design and Use: Bait stations should be designed with an opening that prevents access to non-target species (not to exceed 3") and controls bait spillage by feeding rodents. See your county agricultural commissioner for recommended designs and suggestions to retrofit existing stations. Bait stations should be secured (e.g. staked) upright to prevent tipping and access by non-target animals. Bait stations should not be filled beyond design capacity and in no case should bait stations be filled with more than 10 lbs of bait.

Station Monitoring: While treated baits are in use, bait stations should be inspected for spillage, evidence of disturbance by non-target animals, excess moisture from irrigation systems, etc. Problems should be corrected before baiting is resumed. Any spilled baits should be promptly cleaned up. Bait stations should be replenished with treated baits as needed to provide continuous exposure. After treated baits are accepted, as evidenced by consumption of baits, depletion of bait in the bait station should be inspected at least weekly for depletion of bait and refilled until feeding ceases. Treated baits should be promptly removed (or bait stations should be sealed) from all stations after feeding has ceased. If subsequent baiting is needed, a two week period without use of treated baits should be observed before baiting is resumed. This is to keep the period when treated bait is exposed to a minimum without jeopardizing good pest control.

Carcass Survey and Disposal: Carcass survey and disposal should be performed in the treated area beginning on the third day following the initial exposure of toxic baits. Any exposed carcasses of target species should be disposed of (e.g. completely buried) in a manner inaccessible to wildlife. Any carcasses of non-target species should be reported to CDFW the same day they are observed (916-358-2954). Carcass surveys should continue for at least five days after toxic baiting has ceased and thereafter until no more carcasses are found. Carcasses should be handled with care to avoid contact with parasites such as fleas.

Obligate Riparian: A 50-foot buffer is required from the edge of dense riparian brush to any bait stations.

**ATTACHMENT B
PERMITTEE'S DESCRIPTION OF PROPOSED ANNUAL
MAINTENANCE ACTIVITIES**



SEP 25 2017

FOR DEPARTMENT USE ONLY				
Date Received	Amount Received	Amount Due	Date Complete	Notification No.
9-20-17	\$ 3,376	\$		1600-2017-0446-R3
Assigned to: Kalia Schuster		Lt. Vielhauer		
Mark Phillipon				

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

Complete EACH field, unless otherwise indicated, following the enclosed instructions and submit ALL required enclosures. Attach additional pages, if necessary.

1. APPLICANT PROPOSING PROJECT

Name				Fish & Wildlife
Business/Agency	Reclamation District No. 1608, Lincoln Village West District			
Mailing Address	P.O. Box 4857	SEP 20 2017		
City, State, Zip	Stockton, CA 95204			
Telephone	(916) 438-6050	Fax	(916) 817-4747	Napa
Email				

2. CONTACT PERSON (Complete only if different from applicant)

Name	Kjeldsen, Sinnock & Neudeck, Inc. c/o Tessa Mallinowski			
Street Address	711 N. Pershing Ave.			
City, State, Zip	Stockton, CA 95203			
Telephone	(209) 946-0268	Fax	(209) 946-0296	
Email	tmallinowski@ksninc.com			

3. PROPERTY OWNER (Complete only if different from applicant)

Name	N/A			
Street Address				
City, State, Zip				
Telephone		Fax		
Email				

4. PROJECT NAME AND AGREEMENT TERM

A. Project Name		Annual Routine Maintenance Agreement		
B. Agreement Term Requested		<input checked="" type="checkbox"/> Regular (5 years or less) <input type="checkbox"/> Long-term (greater than 5 years)		
C. Project Term		D. Seasonal Work Period		E. Number of Work Days
Beginning (year)	Ending (year)	Start Date (month/day)	End Date (month/day)	
2017	2021			



5. AGREEMENT TYPE

Check the applicable box. If box B, C, D, E, or F is checked, complete the specified attachment.	
A	<input type="checkbox"/> Standard (Most construction projects, excluding the categories listed below)
B	<input type="checkbox"/> Gravel/Sand/Rock Extraction (Attachment A) Mine I.D. Number: _____
C	<input type="checkbox"/> Timber Harvesting (Attachment B) THP Number: _____
D	<input type="checkbox"/> Water Diversion/Extraction/Impoundment (Attachment C) SWRCB Number: _____
E	<input checked="" type="checkbox"/> Routine Maintenance (Attachment D)
F	<input type="checkbox"/> Remediation of Marijuana Cultivation Sites (Attachment E)
G	<input type="checkbox"/> Department Grant Programs Agreement Number: _____
H	<input type="checkbox"/> Master
I	<input type="checkbox"/> Master Timber Operations

6. FEES

See the current fee schedule to determine the appropriate notification fee. Itemize each project's estimated cost and corresponding fee. <i>Note: The Department may not process this notification until the correct fee has been received.</i>			
	A. Project	B. Project Cost	C. Project Fee
1	Annual Routine Maintenance		
2			
3			
4			
5			
6			
7			
8			
9			
10			
		D. Base Fee (If applicable)	\$3,376.00
		E. TOTAL FEE*	\$3,376.00

* Check, money order, and Visa or MasterCard payments are accepted. When payment is made by credit card, CDFW shall assess a separate credit card processing fee of 1.6% to the Total Fee. Credit card payment must be submitted with a completed Credit Card Payment Authorization Form (DFW 1443b (Rev. 8/15)) available online at: <https://www.wildlife.ca.gov/Conservation/LSA/Forms> or at a Department regional office.



7. PRIOR NOTIFICATION AND ORDERS

A. Has a notification previously been submitted to, or a Lake or Streambed Alteration Agreement previously been issued by, the Department for the project described in this notification?		
<input checked="" type="checkbox"/> Yes (Provide the information below) <input type="checkbox"/> No		
Applicant	Notification Number	Date
Reclamation District No. 1608	1600-2005-0228-R2	9/4/2012
B. Is this notification being submitted in response to a court or administrative order or notice, or a notice of violation (NOV) issued by the Department?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Enclose a copy of the order, notice, or NOV. If the applicant was directed to notify the Department verbally rather than in writing, identify the person who directed the applicant to submit this notification and the agency he or she represents, and describe the circumstances relating to the order.)		
<input type="checkbox"/> Continued on additional page(s)		

8. PROJECT LOCATION

A. Address or description of project location. (Include a map that marks the location of the project with a reference to the nearest city or town, and provide driving directions from a major road or highway).					
Reclamation District 1608 in San Joaquin County, city of Stockton. See attached location map and base map (note: coordinate entered below is the approximate center of the Reclamation District)					
<input type="checkbox"/> Continued on additional page(s)					
B. River, stream, or lake affected by the project:		14-mile Slough, 5-mile Slough			
C. What water body is the river, stream, or lake tributary to?		San Joaquin River			
D. Is the river or stream segment affected by the project listed in the state or federal Wild and Scenic Rivers Acts?			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown
E. County	San Joaquin				
F. USGS 7.5 Minute Quad Map Name	G. Township	H. Range	I. Section	J. ¼ Section	
<input type="checkbox"/> Continued on additional page(s)					
K. Meridian (check one)	<input type="checkbox"/> Humboldt <input checked="" type="checkbox"/> Mt. Diablo <input type="checkbox"/> San Bernardino				
L. Assessor's Parcel Number(s)					
Various					
<input type="checkbox"/> Continued on additional page(s)					



M. Coordinates (If available, provide at least latitude/longitude or UTM coordinates and check appropriate boxes).			
Latitude/Longitude	Latitude: 38.0136943°		Longitude: -121.3525089°
	<input type="checkbox"/> Degrees/Minutes/Seconds	<input checked="" type="checkbox"/> Decimal Degrees	<input type="checkbox"/> Decimal Minutes
UTM	Easting:	Northing:	<input type="checkbox"/> Zone 10 <input type="checkbox"/> Zone 11
Datum used for Latitude/Longitude or UTM		<input type="checkbox"/> NAD 27	<input checked="" type="checkbox"/> NAD 83 or WGS 84

9. PROJECT CATEGORY

WORK TYPE	NEW CONSTRUCTION	REPLACE EXISTING STRUCTURE	REPAIR-MAINTAIN-OPERATE EXISTING STRUCTURE
Bank stabilization – bioengineering/recontouring	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Bank stabilization – rip-rap/retaining wall/gabion	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Boat dock/pter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Boat ramp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bridge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Channel clearing/vegetation management	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Culvert	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Debris basin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dam	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Filling of wetland, river, stream, or lake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Geotechnical survey	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Habitat enhancement – revegetation/mitigation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Levee	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Low water crossing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Road/trail	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sediment removal: pond, stream, or marina	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
flood control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Storm drain outfall structure	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Temporary stream crossing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Utility crossing: horizontal directional drilling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
jack/bore	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
open trench	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water diversion without facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water diversion with facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



10. PROJECT DESCRIPTION

A. Describe the project in detail. Include photographs of the project location and immediate surrounding area.

- Written description of all project activities with detailed step-by-step description of project implementation.
- Include any structures (e.g., rip-rap, culverts) that will be placed or modified in or near the stream, river, or lake, and any channel clearing.
- Specify volume, and dimensions of all materials and features (e.g., rip rap fields) that will be used or installed.
- If water will be diverted or drafted, specify the purpose or use.
- Enclose diagrams, drawings, plans, and maps that provide all of the following: site specific construction details, dimensions of each structure and/or extent of each activity in the bed, channel, bank or floodplain; overview of the entire project area (i.e., "bird's-eye view") showing the location of each structure and/or activity, significant area features, stockpile areas, areas of temporary disturbance, and where the equipment/machinery will access the project area.

Routine project work will include:

- Clearing of debris and vegetation, including sediments and rocks, from water and flood control devices.
- Removal of flood-deposited woody or herbaceous vegetation and associated debris which significantly reduces channel capacity.
- Cleaning, repairing, raising, modification of and replacement of flap gates, discharge pipes, siphons, weirs, drop structures, or other existing water control devices.
- Repairing levees, including placement of riprap, to correct minor slipouts, erosion, or subsidence of the levee section.
- Repair or replacement of existing bank protection materials with clean quarry rock, broken concrete free of exposed rebar and gabions, replacement of concrete slope paving and channel lining, pipe and weir revetments, articulated concrete mats, and similar materials.
- Removal of deposits of soil, debris, rubbish, litter, and similar materials from channels, levees and berms.
- Repairing and shaping patrol or access roads on levees
- Control of vegetation on the waterside slope of levees by trimming or treating with approved herbicides
- Removal or modifications of encroachments.
- Rodent control, including extermination and burrow in-fill, conducted in accordance with Fish and Game codes and any Department regulations.

Continued on additional page(s)

B. Specify the equipment and machinery that will be used to complete the project.

Hand tools, mechanical vegetation cutters and shredders, and heavy equipment as necessary for maintenance.

Continued on additional page(s)

C. Will water be present during the proposed work period (specified in box 4.D) in the stream, river, or lake (specified in box 8.B).

Yes No (Skip to box 11)

D. Will the proposed project require work in the wetted portion of the channel?

Yes (Enclose a plan to divert water around work site)
 No



11. PROJECT IMPACTS

A. Describe impacts to the bed, channel, and bank of the river, stream, or lake, and the associated riparian habitat. Specify the dimensions of the modifications in length (linear feet) and area (square-feet or acres) and the type and volume of material (cubic yards) that will be moved, displaced, or otherwise disturbed, if applicable.

Impacts are avoided whenever possible.

Continued on additional page(s)

B. Will the project affect any vegetation?

Yes (Complete the tables below) No (Include aerial photo with date supporting this determination)

Vegetation Type	Temporary Impact	Permanent Impact
Removal and pruning as needed, inspected annually by CDFW	Linear feet: _____ Total area: _____	Linear feet: _____ Total area: _____
	Linear feet: _____ Total area: _____	Linear feet: _____ Total area: _____

Tree Species	Number of Trees to be Removed	Trunk Diameter (range)
Removal and pruning as needed,		
inspected annually by CDFW		

Continued on additional page(s)

C. Are any special status animal or plant species, or habitat that could support such species, known to be present on or near the project site?

Yes (List each species and/or describe the habitat below) No Unknown

CDFW Delta Levee staff maintains habitat assessment logs for each Reclamation District

Continued on additional page(s)

D. Identify the source(s) of information that supports a "yes" or "no" answer above in Box 11.C.

CDFW Delta Levee staff maintains habitat assessment logs for each Reclamation District

Continued on additional page(s)

E. Has a biological study been completed for the project site?

Yes (Enclose the biological study) No

Note: A biological assessment or study may be required to evaluate potential project impacts on biological resources.



F. Has a hydrological study been completed for the project or project site?

Yes (Enclose the hydrological study) No

Note: A hydrological study or other information on site hydraulics (e.g., flows, channel characteristics, and/or flood recurrence intervals) may be required to evaluate potential project impacts on hydrology.

G. Have fish or wildlife resources or waters of the state been mapped or delineated on the project site?

Yes (Enclose the mapped results) No

Note: Check "yes" if fish and wildlife resources or waters of the state on the project site have been mapped or delineated. "Wildlife" means and includes all wild animals, birds, plants, fish, amphibians, reptiles and related ecological communities, including the habitat upon which the wildlife depends." (Fish & G. Code, § 89.5.) If "yes" is checked, submit the mapping or delineation. If the mapping or delineation is in digital format (e.g., GIS shape files or KMZ), you must submit the information in this format for the Department to deem your notification complete. If "no" is checked, or the resolution of the mapping or delineation is insufficient, the Department may request mapping or delineation (in digital or non-digital format), or higher resolution mapping or delineation for the Department to deem the notification complete.

12. MEASURES TO PROTECT FISH, WILDLIFE, AND PLANT RESOURCES

A. Describe the techniques that will be used to prevent sediment from entering watercourses during and after construction.

Best management practices will be used to prevent sediment materials from entering watercourses. Some techniques that may be used include:

- Temporary and/or permanent seeding of native plants and grasses to hold soil in place and prevent erosion
- Mulching materials, such as hay, grass, wood chips, gravel or straw placed on top of soil to prevent erosion
- Silt fences to trap sediment while allowing water to flow through
- Sediment basins to allow sediments to settle out of a specific area and control water flow
- Vegetated swells and natural depressions which remove sediment from runoff to increase water absorption into subsurface soils

Continued on additional page(s)

B. Describe project avoidance and/or minimization measures to protect fish, wildlife, and plant resources.

Impacts to fish, wildlife, and plant resources are avoided whenever possible. Avoidance and/or minimization measures that may be used include:

- Flagging and avoidance of sensitive plant species
- If special status species are identified within or near area where routine maintenance activities will be performed, the locations of species will be marked before commencing work.
- Consultation with CDFW and/or other appropriate agencies before commencing work, if avoidance of impacts to special status species cannot be avoided.
- Rodent control will be limited to the use of first generation anticoagulant rodenticide (FGAR) bait stations only. No use of fumigants.
- No soil sterilants used, except to control plant weed.

Continued on additional page(s)

C. Describe any project mitigation and/or compensation measures to protect fish, wildlife, and plant resources.

Project mitigation and/or compensation measures that may be used include:

- Avoidance of sensitive fish, wildlife, and plant resources whenever possible.
- Incidental take permit acquired if necessary due to unintentional impacts to State-listed threatened or endangered species.
- If on-site compensation cannot be achieved, mitigation credits will be purchased through an approved mitigation bank to mitigate for unavoidable wetland disturbance.
- Any levee waterside maintenance performed outside of this RMA will be completed under a site specific agreement and any mitigation required for this work will be completed.
- Consultation and coordination with CDFW to mitigate for removal of trees larger than the approved diameter.

Continued on additional page(s)



13. PERMITS

List any local, State, and federal permits required for the project and check the corresponding box(es). Enclose a copy of each permit that has been issued.

A. _____ Applied Issued

B. _____ Applied Issued

C. _____ Applied Issued

D. Unknown whether local, State, or federal permit is needed for the project. (Check each box that applies)

Continued on additional page(s)

14. ENVIRONMENTAL REVIEW

A. Has a draft or final document been prepared for the project pursuant to the California Environmental Quality Act (CEQA) and/or National Environmental Protection Act (NEPA)?

Yes (Check the box for each CEQA or NEPA document that has been prepared and enclose a copy of each.)
 No (Check the box for each CEQA or NEPA document listed below that will be or is being prepared.)

<input checked="" type="checkbox"/> Notice of Exemption <input type="checkbox"/> Initial Study <input type="checkbox"/> Negative Declaration <input type="checkbox"/> THP/NTMP	<input type="checkbox"/> Mitigated Negative Declaration <input type="checkbox"/> Environmental Impact Report <input type="checkbox"/> Notice of Determination (Enclose) <input type="checkbox"/> Mitigation, Monitoring, Reporting Plan	<input type="checkbox"/> NEPA document (type): _____
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B. State Clearinghouse Number (if applicable) _____

C. Has a CEQA lead agency been determined? Yes (Complete boxes D, E, and F) No (Skip to box 14.G)

D. CEQA Lead Agency: Reclamation District No. 1608

E. Contact Person: Tessa Mallnowski

F. Telephone Number: 209-946-0268

G. If the project described in this notification is not the "whole project" or action pursuant to CEQA, briefly describe the entire project (Cal. Code Regs., tit. 14, § 15378).

Continued on additional page(s)

H. Has a CEQA filing fee been paid pursuant to Fish and Game Code section 711.4?

Yes (Enclose proof of payment) No (Briefly explain below the reason a CEQA filing fee has not been paid)

The activities listed in the Routine Maintenance Agreement are to maintain an existing facility. The District posts an annual Notice of Exemption with the County for the activities covered.

Note: If a CEQA filing fee is required, the Lake or Streambed Alteration Agreement may not be finalized until paid.



15. SITE INSPECTION

Check one box only.

In the event the Department determines that a site inspection is necessary, I hereby authorize a Department representative to enter the property where the project described in this notification will take place at any reasonable time, and hereby certify that I am authorized to grant the Department such entry.

I request the Department to first contact (*insert name*) Kjeldsen, Sinnock & Neudeck, Inc.
 at (*insert telephone number*) (209) 946-0268 to schedule a date and time to enter the property where the project described in this notification will take place. I understand that this may delay the Department's determination as to whether a Lake or Streambed Alteration Agreement is required and/or the Department's issuance of a draft agreement pursuant to this notification.

16. DIGITAL FORMAT

Is any of the information included as part of the notification available in digital format (i.e. CD, DVD, etc.)?

Yes (Please enclose the information via digital media with the completed notification form)

No

17. SIGNATURE

I hereby certify that to the best of my knowledge the information in this notification is true and correct and that I am authorized to sign this notification as, or on behalf of, the applicant. I understand that if any information in this notification is found to be untrue or incorrect, the Department may suspend processing this notification or suspend or revoke any draft or final Lake or Streambed Alteration Agreement issued pursuant to this notification. I understand also that if any information in this notification is found to be untrue or incorrect and the project described in this notification has already begun, I and/or the applicant may be subject to civil or criminal prosecution. I understand that this notification applies only to the project(s) described herein and that I and/or the applicant may be subject to civil or criminal prosecution for undertaking any project not described herein unless the Department has been separately notified of that project in accordance with Fish and Game Code section 1602 or 1611.

T. Malinowski 09/08/2017
 Signature of Applicant or Applicant's Authorized Representative Date

Tessa Malinowski
 Print Name

12. B Additional Page

- Existing trees will be retained wherever feasible. Avoidance of any Swainson's hawk nesting trees; if removal necessary, only removed outside of nesting season.
- Appropriate no-work buffer zones will be observed if an active nest is observed during nesting season.
- No trees with a larger than approved diameter will be removed without prior written approval from CDFW. Root systems will be left undisturbed.
- Branches, stems, weeds, brush, vines, and shrubs above the mean high water mark only removed during approved window.
- Branches and limbs extending over the water will be pruned as minimally as possible to avoid impacts to shaded riverine aquatic habitat.
- Approved herbicides applied only during approved window to protect ground nesting birds and other breeding species of wildlife.
- Any substances which could be hazardous to aquatic life will not be left or stored where it could be washed back into the channel.



Applicant Name: Reclamation District No. 1608

Project Name: Annual Levee Routine Maintenance Agreement

ATTACHMENT D

Routine Maintenance

Complete this attachment only when notifying for routine maintenance activities that will be recurring over the term of the agreement, such as maintaining a number of existing private or public facilities, including but not limited to canals, channels, culverts, and ditches. Submit this form with the completed notification form (DFW 2023).

I. REGULARLY RE-OCCURRING MAINTENANCE ACTIVITIES (Check all that apply)

Sediment removal (concrete-lined lake or stream or earthen lake or stream):

- In and around bridges, culverts, storm drain outlets, and/or water diversion structure
- Stream channel bed
- Stream channel bank(s)
- Pond or lake
- Marina basin
- Detention basin
- Boat launch channel
- Other: Routine Levee Maintenance

Method (heavy equipment, suction dredge, etc.) – specify: Using hand tools, mechanical vegetation cutters and shredders, and heavy equipment as necessary for
vegetation control, existing erosion site repairs, road maintenance, repair of existing water control devices, repairing levees and adding riprap, repairing and shaping levee crowns and patrol and access roads.

Estimated total cumulative sediment volume removed annually: n/a

Estimated total cumulative area impacted by sediment removal annually: n/a

Estimated recurrence frequency for sediment removal: n/a

Vegetation management:

- Limbing and/or trimming of branches and tree limbs
- Removal under high power lines
- Removing fallen trees
- Removing dead (not dormant) trees and shrubs
 - Stump left intact
 - Stump removal – specify: As necessary



- Removing vegetation (e.g., bulrush and cattails) from stream channel bed with:
- Non-motorized hand tools
 - Mechanical vegetation cutters, shredders, string trimmers (a.k.a. weed-whacker, weed-whip), chainsaws
 - Mowing
 - Heavy equipment (soil disturbance)
 - Herbicide – specify chemicals and attach application plan: _____
 - Other: _____

- Removing vegetation from bank with:
- Non-motorized hand tools
 - Mechanical vegetation cutters, shredders, string trimmers (a.k.a. weed-whacker, weed-whip), chainsaws
 - Mowing
 - Heavy equipment (soil disturbance)
 - Herbicide – specify chemicals and attach application plan: See attached application plan
 - Other: _____

- Removing only non-native vegetation with:
- Non-motorized hand tools
 - Mechanical vegetation cutters, shredders, string trimmers (a.k.a. weed-whacker, weed-whip), chainsaws
 - Mowing
 - Heavy equipment (soil disturbance)
 - Herbicide – specify chemicals and attach application plan: See attached application plan
 - Other: _____

Vegetation and brush pile burning – specify burn location: Burn locations to be identified as necessary. CDFW will be notified prior to commencing burn activities. _____

Other vegetation management: _____

Estimated total linear feet of vegetation removed annually: As needed, inspected annually by CDFW

Estimated total cumulative area impacted by vegetation management annually: As needed, inspected annually by CDFW

Estimated recurrence frequency for vegetation management: As needed, inspected annually by CDFW

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State of California – Department of Fish and Wildlife
NOTIFICATION OF LAKE OR STREAMBED ALTERATION
ROUTINE MAINTENANCE – ATTACHMENT D
DFW 2023D (REV. 12/20/16) Page 3

Existing facilities:

Erosion within existing facilities and easements

New erosion repair

Repair at existing erosion control sites

Other: _____

Road maintenance (e.g. repair or re-grade) of existing rights of way

Minor bridge work – work from bank or work in-channel (describe on a separate page if the work requires dewatering):

Reinforcing pilings

Reinforcing aprons

Painting (access and falsework)

Paint removal – specify method: _____

Other: _____

Specify materials and equipment: _____

Minor culvert repair:

Repairing wingwalls within existing footprint

Repairing scour protection within existing footprint – provide detail:

Other: _____

Maintenance of stormwater outfalls and drop-inlet culverts

Erosion repair

Flow dissipaters

Servicing of water quality monitoring stations, stream gages, etc.

Boat launch repair

Graffiti removal and abatement from bridges, culverts, and other instream structures

Removal of trash and debris from:

Within channels

Head gates, screens, racks, pilings and piers

Other: _____



Location where trash and debris will be placed or discarded: Trash will be disposed of in appropriate off-site facility.

Pesticide application:

Rodenticides – specify chemicals and attach application plan: First generation anticoagulant (FGAR) bait stations. See attached application plan.

Insecticides – specify chemicals and attach application plan: _____

Name of Licensed Agricultural Pest Control Advisor: _____

Estimated recurrence frequency for pesticide application: As needed

Other type of routine maintenance activity (provide details below):

- Repairs to existing pipelines
- Minor sandblasting and painting as necessary

II. MAP OR MAPBOOK

Attach a map of sufficient detail to assist in locating maintenance sites, minimally including the following:

- A. The applicant's jurisdictional boundaries within the project area.
- B. All watercourses within the jurisdictional boundaries where maintenance will occur.
- C. A key to identify each watercourse (e.g. earthen or concrete lined) and the maintenance activities (e.g. vegetation removal, sediment removal, etc.) and location (e.g., bridges, water control diversions, and large scale maintenance) of those activities that are likely to occur.

III. SPECIAL STATUS SPECIES LOCATIONS

A drawing, diagram, and/or map that shows the applicant's jurisdictional boundaries and the locations within that area where special status species are known to exist.

5

JOB NO. 2153-9017-06-001

**All Weather Road Repair 3834 Fourteen Mile Drive
Levee Station 140+00
CONTRACT NUMBER 1608-12-28-17-01**

Robert Burns Construction Inc.
2501 North Wigwam Dr.
Stockton, CA 95205

NOTICE TO PROCEED DATE: January 8, 2018

PROJECT COMPLETION DATE: January 23, 2018

PREPARED FOR:

RECLAMATION DISTRICT 1608– Lincoln Village
West
P.O. Box 4857
Stockton, CA 95204

PREPARED BY:

KJELDSSEN, SINNOCK & NEUDECK, INC.
CIVIL ENGINEERS & LAND SURVEYORS

711 NORTH PERSHING AVENUE
STOCKTON, CALIFORNIA 95203-2152
TELEPHONE NUMBER: (209) 946-0268
FAX NUMBER: (209) 946-0296

January 3, 2018



ROBT. BURNS
General Engineering Contractor, Inc.

ROBERT BURNS CONSTRUCTION, INC.
2501 N. WIGWAM DRIVE
STOCKTON, CA 95205
PHONE (209) 943-6969
FAX (209) 943-1718
LICENSE NO. 466981
A UNION CONTRACTOR

January 2, 2018

BID LETTER
FOR
K.S.N. Engineering
RECLAMATION DIST. 1608
WATER SIDE SLOPE REPAIR
ATTN: DAVE CARR

ITEM	DESCRIPTION
------	-------------

WATERSIDE SLOPE REPAIRS

SCOPE OF WORK

1. MOBILIZATION
2. DEMOLITION AND OFF HAUL 12 TREE STUMPS, 108 LF OF WOOD RETENTION WALL AND LOWER AND CAP NINE (9) SPRINKLER HEADS
3. IMPORT 75 CY OF CROWN FILL MATERIAL FOR PLACEMENT AND COMPACTION ON WATERSIDE SLOPE. MATCHING THE EXISTING CROWN ELEVATION AT THE WATERSIDE HINGE POINT AND CATCHING 12' FROM THE HINGE POINT.
4. INSTALL 105 LF OF 2" X 12" PRESSURE TREATED HEADER BOARD WITH 3' STEEL STAKES 4' ON CENTER
5. RAISE NINE (9) SPRINKER HEADS
6. IMPORT, PLACE AND FINISH 2" OF 3/4" BASE ROCK OVER 105' LONG X 12.5' WIDE EXISTING GRAVEL LEVEE CROWN

WE PROPOSE TO DO THE ABOVE MENTIOND SCOPE OF WORK FOR THE SUM OF \$18,565.00

SIGNED:

MARK BURNS
VICE PRESIDENT

Job Number 2153-9017-06-001
Contract Number 1608-12-28-17-01
Reclamation District No. 1608
Lincoln Village West

**00500D
CONTRACT
UNDER \$25,000
(State Funding)**

This agreement made and entered this #VALUE! day of January 3, 2018 by and between Reclamation District No. 1608 – Lincoln Village West hereinafter DISTRICT and Robert Burns Construction Inc., hereinafter CONTRACTOR.

For and in consideration of the payments hereinafter specified to be made by DISTRICT, CONTRACTOR agrees at its own proper cost and expense, to do and/or provide the following in accordance with applicable plans and specifications and as directed by DISTRICT:

Remove tree stumps and retaining wall and place fill in place and improve all weather road to edge of new fill and separate with header board. Remove and replace as necessary simple irrigation system located in conflict with work. See Appendix D – Plans.

The total accepted bid/proposal price not to exceed: \$24,500.00. The total and final accepted price will be based upon the completed work items and quantities accepted at the unit prices specified.

Except for retention earnings, if withheld, payment shall be made for all undisputed and properly submitted payment requests within 30 days after approval. Retention earnings shall be paid within 60 days after the date of completion. Retention earnings shall be five percent (5%) of each amount approved for payment. Up to one hundred fifty percent (150%) of disputed amounts may be withheld until resolution of the dispute. Payment for disputed amounts will be made within 30 days after resolution of the dispute.

Monthly and final invoices and payments shall be in accordance with applicable articles in the General Conditions and Special Provisions of the Contract Documents. Contract payments will not be made when payroll records are delinquent or inadequate.

CONTRACTOR shall be responsible for its own work, property and/or materials until completion and final acceptance of the work by the DISTRICT. In the event of loss or damage, it shall proceed promptly to make repairs or replacement of the damaged work, property and/or materials at its own expense, as directed by the DISTRICT. CONTRACTOR waives all rights CONTRACTOR might have against DISTRICT for loss of or damage to CONTRACTOR'S work, property or materials. Payment shall not be construed as a waiver of this or of any other terms of the Contract.

CONTRACTOR shall pay for all material, labor, taxes, insurance and other claims, liabilities, and obligations of any nature arising from any aspect of its work performed under this Contract, and shall furnish satisfactory evidence of such payments upon request of DISTRICT. CONTRACTOR agrees to indemnify, defend and hold harmless the DISTRICT from all suits, liens, or other claims of any nature arising from its failure to make such payments.

CONTRACTOR shall provide and maintain at all times during the performance the following insurance:



